

FIFTH AMENDMENT

VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND WASHOE COUNTY, NV

This Fifth Amendment to the Voting System Agreement (“Fifth Amendment”) is made and entered into as of this August 26, 2025 (the “Fifth Amendment Effective Date”) by and between Washoe County, NV (“Customer”) and Dominion Voting Systems, Inc.

RECITALS

WHEREAS, the Customer and Dominion entered into the VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND WASHOE COUNTY, NVE (the “Original Agreement”) with the effective date June 29, 2017, for the Customer’s purchase from Dominion of certain voting systems, licenses, and related solutions, which was amended by a First Amendment on December 1, 2019, a Second Amendment on June 1, 2020, a Third Amendment on August 1, 2023, and a Fourth Amendment on September 1, 2024 (collectively, the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are referred to herein as the “Agreement”);

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Amendment of Paragraph 3.** Paragraph 3 of the Amendment is amended to read as follows:
 - “3. Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2030, with two one-year optional extensions. Customer must exercise each extension option in writing before the end of the then-current term.”
- 3. Amendment of Paragraph 9.** Paragraph 9 of the Agreement is amended to read as follows:

9. Warranties

- 9.1. Dominion Software Warranty.** The Dominion Software warranty is subject to the terms and conditions of Exhibit B – Software Terms and Conditions.

- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect during the Term of this Agreement.
- 9.4. Dominion Hardware Warranty Conditions. Dominion offers the following hardware warranty services, subject to the conditions listed herein.
- 9.4.1. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware.
- 9.4.1.1. On-Site Warranty Services.
- 9.4.1.1.1. Dominion shall perform one (1) on-site Preventative Maintenance Inspection every even numbered year on Dominion Hardware during the Agreement Term. The preventative maintenance inspection shall occur at a time mutually agreed upon by the Parties during 2026, 2028, 2030 and 2032. The Parties agree that the preventative maintenance shall be scheduled at least ninety (90) days prior to the requested maintenance date.
- 9.4.1.1.2. Dominion shall conduct one (1) Customer On-Site Visit annually, during which Dominion will perform warranty repair services on any Customer equipment that the Customer has identified as needing repair. To the extent any warranty services cannot be performed on-site, the equipment will be

shipped back to Dominion for repair or replacement. Customer shall bear all shipping costs to return any malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

9.4.1.2. Off-Site Warranty Services.

9.4.1.2.1. If warranty services are required outside the Preventative Maintenance Inspection or Customer Site Visits described above, Customer may ship any malfunctioning hardware to Dominion for warranty services. Customer shall bear all shipping costs to return any malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and materials rates:

9.4.2.1. Replacement of consumable items, including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.; or

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage.

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion; or

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced, or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A

COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE
OF TRADE.

- 3. Addition of Exhibit A-5.** Exhibit A-5 , attached hereto and incorporated by this references, is hereby added to the Agreement immediately following Exhibit A. All references to “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4” in the Agreement are hereby replaced with references to “Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A -5.”
- 4. Amendment of Exhibits A, A-2, A-3, and A-4.** All references to ongoing license and warranty fees after the Fifth Amendment Effective Date are hereby removed from Exhibits A, A-2, A-3, and A-4. All ongoing license and warranty fees due after the Fifth Amendment Effective Date are now listed in Exhibit A-5.
- 5. All Other Terms.** Except as expressly amended in this Fifth Amendment, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Agreement to be effective as of the Fifth Amendment Effective Date.

WASHOE COUNTY, NV

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

EXHIBIT A-5

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND WASHOE COUNTY, NV

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION ¹	QTY	UNIT PRICE	EXTENSION
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In-Person Voting: Polling Location Hardware			
ImageCast Precinct 2 Ballot Box - Plastic	87	\$1,500.00	\$130,500.00
BMD Printer and Tray Extender Kit	1200	\$775.00	\$930,000.00
ImageCast Precinct 2 (ICP2) Tabulator	140	\$4,950.00	\$693,000.00
Cable - USB 2.0 A Male to B Male. Black. 6 ft. With Ferrites	1200	\$14.96	\$17,952.00
Universal Power Supply (UPS)	100	\$737.00	\$73,700.00
		Sub-total:	\$1,845,152.00

Accessories			
High Speed Media Reader	6	\$37.95	\$227.70
ImageCast X BMD Printer Transport Bag	1200	\$93.50	\$112,200.00
Transport Sleeve for Extension Tray (BMD Printer)	1200	\$44.98	\$53,976.00
		Sub-total:	\$166,403.70

Consumables/Parts			
ICE/ICP2 Paper Roll (98")	140	\$5.85	\$819.00
SDHC Memory Card 8GB	304	\$16.25	\$4,940.00
ICP Cleaning Sheet	140	\$7.25	\$1,015.00
ICE/ICP2 iButton Technician Key - Yellow	4	\$27.50	\$110.00
		Sub-total:	\$6,884.00

Training			
Training (/day)	7	\$2,200.00	\$15,400.00
		Sub-total:	\$15,400.00

Estimated Shipping			
Shipping (estimated)	1	\$66,080.00	\$66,080.00
		Sub-total:	\$66,080.00

Discounts			
Discount	1	-\$321,900.00	-\$321,900.00
		Sub-total:	-\$321,900.00

		Purchase Total	\$1,778,019.70
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¹ System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Dominion.

Following the Fifth Amendment Effective Date, Customer will have in its possession the following equipment for which it is no longer paying license or warranty fees under this Agreement. This equipment may not be used in conjunction with the licenses or warranties listed below. Customer will provide Dominion with a list of the serial numbers listed on this equipment.

Description	Quantity
ImageCast X	275

Following the Fifth Amendment Effective Date, Customer will return the following equipment to Dominion. Dominion will pick up this equipment at its expense and convenience.

Description	Quantity
VVPAT	1475

ANNUAL FEES

Annual Fees shall commence on September 01, 2025.

DESCRIPTION ²	QTY	UNIT PRICE	EXTENSION
Term: September 1, 2025 - December 31, 2025 (pro-rated 4 month)			
Description	Quantity	Unit Price	Extended Price
ICC G2140 Annual License	6	\$ 858.33	\$ 5,149.98
ICC G2140 Annual Warranty	6	\$ 500.00	\$ 3,000.00
			\$ 8,149.98
Term: January 1, 2026 - December 31, 2026			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 14,328.62	\$ 14,328.62
Adjudication Annual License	1	\$ 11,940.52	\$ 11,940.52
MBP Annual License	1	\$ 2,388.10	\$ 2,388.10
ICX with VVPAT printer Annual License	1,200	\$ 113.43	\$ 136,116.00
ICX with VVPAT printer Annual Warranty	1,200	\$ 113.43	\$ 136,116.00
ICC G2140 Annual License	2	\$ 3,162.42	\$ 6,324.84
ICC G2140 Annual Warranty	2	\$ 1,545.00	\$ 3,090.00
ICC G2140 Annual License	3	\$ 3,074.68	\$ 9,224.04
ICC G2140 Annual Warranty	3	\$ 1,791.08	\$ 5,373.24
ICC G2140 Annual License	6	\$ 2,575.00	\$ 15,450.00
ICC G2140 Annual Warranty	6	\$ 1,500.00	\$ 9,000.00
ICP2 Annual License (pro-rated 2 month Nov 1 2026-Dec 31 2026)	140	\$ 38.00	\$ 5,320.00
ICP2 Annual Warranty (pro-rated 2 month Nov 1 2026-Dec 31 2026)	140	\$ 22.50	\$ 3,150.00

			\$ 357,821.36
Term: January 1, 2027 - December 31, 2027			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 14,758.48	\$ 14,758.48
Adjudication Annual License	1	\$ 12,298.74	\$ 12,298.74
MBP Annual License	1	\$ 2,459.74	\$ 2,459.74
ICX with VVPAT printer Annual License	1,200	\$ 116.83	\$ 140,196.00
ICX with VVPAT printer Annual Warranty	1,200	\$ 116.83	\$ 140,196.00
ICC G2140 Annual License	2	\$ 3,257.29	\$ 6,514.58
ICC G2140 Annual Warranty	2	\$ 1,591.35	\$ 3,182.70
ICC G2140 Annual License	3	\$ 3,166.92	\$ 9,500.76
ICC G2140 Annual Warranty	3	\$ 1,844.81	\$ 5,534.43
ICC G2140 Annual License	6	\$ 2,652.25	\$ 15,913.50
ICC G2140 Annual Warranty	6	\$ 1,545.00	\$ 9,270.00
ICP2 Annual License	140	\$ 228.00	\$ 31,920.00
ICP2 Annual Warranty	140	\$ 135.00	\$ 18,900.00
			\$ 410,644.93
Term: January 1, 2028 - December 31, 2028			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 15,201.23	\$ 15,201.23
Adjudication Annual License	1	\$ 12,667.70	\$ 12,667.70
MBP Annual License	1	\$ 2,533.53	\$ 2,533.53
ICX with VVPAT printer Annual License	1,200	\$ 120.33	\$ 144,396.00
ICX with VVPAT printer Annual Warranty	1,200	\$ 120.33	\$ 144,396.00
ICC G2140 Annual License	2	\$ 3,355.01	\$ 6,710.02
ICC G2140 Annual Warranty	2	\$ 1,639.09	\$ 3,278.18
ICC G2140 Annual License	3	\$ 3,261.93	\$ 9,785.79
ICC G2140 Annual Warranty	3	\$ 1,900.15	\$ 5,700.45
ICC G2140 Annual License	6	\$ 2,731.82	\$ 16,390.92
ICC G2140 Annual Warranty	6	\$ 1,591.35	\$ 9,548.10
ICP2 Annual License	140	\$ 234.84	\$ 32,877.60
ICP2 Annual Warranty	140	\$ 139.05	\$ 19,467.00
			\$ 422,952.52
Term: January 1, 2029 - December 31, 2029			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 15,657.27	\$ 15,657.27
Adjudication Annual License	1	\$ 13,047.73	\$ 13,047.73
MBP Annual License	1	\$ 2,609.54	\$ 2,609.54
ICX with VVPAT printer Annual License	1,200	\$ 123.94	\$ 148,728.00
ICX with VVPAT printer Annual Warranty	1,200	\$ 123.94	\$ 148,728.00
ICC G2140 Annual License	2	\$ 3,455.66	\$ 6,911.32
ICC G2140 Annual Warranty	2	\$ 1,688.26	\$ 3,376.52
ICC G2140 Annual License	3	\$ 3,359.79	\$ 10,079.37
ICC G2140 Annual Warranty	3	\$ 1,957.15	\$ 5,871.45
ICC G2140 Annual License	6	\$ 2,813.77	\$ 16,882.62
ICC G2140 Annual Warranty	6	\$ 1,639.09	\$ 9,834.54
ICP2 Annual License	140	\$ 241.89	\$ 33,864.60
ICP2 Annual Warranty	140	\$ 143.22	\$ 20,050.80
			\$ 435,641.76
Term: January 1, 2030 - December 31, 2030			
Description	Quantity	Unit Price	Extended Price

Democracy Suite Annual License	1	\$ 16,126.99	\$ 16,126.99
Adjudication Annual License	1	\$ 13,439.16	\$ 13,439.16
MBP Annual License	1	\$ 2,687.83	\$ 2,687.83
ICX with VVPAT printer Annual License	1,200	\$ 127.66	\$ 153,192.00
ICX with VVPAT printer Annual Warranty	1,200	\$ 127.66	\$ 153,192.00
ICC G2140 Annual License	2	\$ 3,559.33	\$ 7,118.66
ICC G2140 Annual Warranty	2	\$ 1,738.91	\$ 3,477.82
ICC G2140 Annual License	3	\$ 3,460.58	\$ 10,381.74
ICC G2140 Annual Warranty	3	\$ 2,015.86	\$ 6,047.58
ICC G2140 Annual License	6	\$ 2,898.18	\$ 17,389.08
ICC G2140 Annual Warranty	6	\$ 1,688.26	\$ 10,129.56
ICP2 Annual License	140	\$ 249.15	\$ 34,881.00
ICP2 Annual Warranty	140	\$ 147.52	\$ 20,652.80
			\$ 448,716.22

Term: January 1, 2031 - December 31, 2031 (Optional)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 16,610.80	\$ 16,610.80
Adjudication Annual License	1	\$ 13,842.33	\$ 13,842.33
MBP Annual License	1	\$ 2,768.46	\$ 2,768.46
ICX with BMD Annual License	1,200	\$ 131.49	\$ 157,788.00
ICX with BMD Annual Warranty	1,200	\$ 131.49	\$ 157,788.00
ICC G2140 Annual License	2	\$ 3,666.11	\$ 7,332.22
ICC G2140 Annual Warranty	2	\$ 1,791.08	\$ 3,582.16
ICC G2140 Annual License	3	\$ 3,564.40	\$ 10,693.20
ICC G2140 Annual Warranty	3	\$ 2,076.34	\$ 6,229.02
ICC G2140 Annual License	6	\$ 2,985.13	\$ 17,910.78
ICC G2140 Annual Warranty	6	\$ 1,738.91	\$ 10,433.46
ICP2 Annual License	140	\$ 256.62	\$ 35,926.80
ICP2 Annual Warranty	140	\$ 151.95	\$ 21,273.00
			\$ 462,178.23
Term: January 1, 2032 - December 31, 2032 (Optional)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 17,109.12	\$ 17,109.12
Adjudication Annual License	1	\$ 14,257.60	\$ 14,257.60
MBP Annual License	1	\$ 2,851.51	\$ 2,851.51
ICX with BMD Annual License	1,200	\$ 135.43	\$ 162,516.00
ICX with BMD Annual Warranty	1,200	\$ 135.43	\$ 162,516.00
ICC G2140 Annual License	2	\$ 3,776.09	\$ 7,552.18
ICC G2140 Annual Warranty	2	\$ 1,844.81	\$ 3,689.62
ICC G2140 Annual License	3	\$ 3,671.33	\$ 11,013.99
ICC G2140 Annual Warranty	3	\$ 2,138.63	\$ 6,415.89
ICC G2140 Annual License	6	\$ 3,074.68	\$ 18,448.08
ICC G2140 Annual Warranty	6	\$ 1,791.08	\$ 10,746.48
ICP2 Annual License	140	\$ 264.32	\$ 37,004.80
ICP2 Annual Warranty	140	\$ 156.51	\$ 21,911.40
			\$ 476,032.67

² To the extent this Agreement is extended beyond December 31, 2032, commencing with the January 1, 2033 invoicing of Annual Fees, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

2. Payment Schedule - Dominion shall provide invoices to Customer as described below.

Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Dominion) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount
1	Upon Delivery	10/10/2025	\$ 1,778,019.70
2	Annual Fees	See charts above	See charts above

3. Product Description

3.1. *Product Description*

- **ImageCast® Precinct Tabulator (ICP).** ImageCast® Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box. The ImageCast consists of the following:
 - Two (2) optical imaging scanners for creating duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
 - Linux Operating System.
 - Two (2) SD memory card ports for storage capabilities. Two (2) 8GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).
 - An integrated interactive electronic display in the form of an ultra-high contrast graphical color 5.7” LCD screen, and a built-in touch screen for administration purposes.
 - An internal 3” thermal printer and one (1) 3” paper roll for generating reports.
 - One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such as control, data confidentiality and integrity functions.
 - A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast must be 8.5” wide by a variable length (11”, 14”, 17”, and 22”). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
 - An internal battery which meets or exceeds certification standards.
 - Patented functionality known as AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts below:

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

3.2. ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

3.3. ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

3.4. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.