

**THIRD AMENDMENT**  
**MASTER TERMS AND CONDITIONS AGREEMENT**  
**BY AND BETWEEN**  
**DOMINION VOTING SYSTEMS, INC. AND DAKOTA COUNTY, MN**

This Third Amendment to the Voting Systems and Master Terms and Conditions Agreement is made and entered into as of this 21<sup>st</sup> day of February 2025 (“Third Amendment Effective Date”) between Dakota County, MN (“County” of “Customer”) and Dominion Voting Systems, Inc. (“Dominion”).

**RECITALS**

**WHEREAS**, on August 1, 2015, the County and Dominion entered into a Master Terms and Conditions Agreement (the “Original Agreement”); and

**WHEREAS**, on August 1, 2020, the County and Dominion entered into the First Amendment to the Master Terms and Conditions Agreement (“First Amendment”);

**WHEREAS**, on February 15, 2022, the County and Dominion entered into the Second Amendment to the Master Terms and Conditions Agreement (collectively, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the “Agreement”); and

**WHEREAS**, the County and Dominion would like to modify the terms of the Agreement.

**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 County 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. Replacement of Schedule A to Attachment 2.** Schedule A-1 to Attachment 2 to the Agreement is hereby deleted in its entirety and replaced by Exhibit A-2, attached hereto and incorporated herein by this reference.

**3. Amendments to Agreement.** The following amendments shall be made to the Agreement:

3.1 Section 3(b) of the Agreement shall be amended to read in its entirety:

“b. Compensation – Maintenance and Support 10 Year Agreement

Total compensation under this agreement for licensing, warranties, maintenance and support for an eleven (11) year term, commencing one (1)

year after contract execution, will be as described in Exhibits A and A-1 hereto. Itemized costs for each license, warranty, and professional service for maintenance and support is subject to the specific costs outlined in the Software License Agreement and all schedules thereto, hereinafter referred to as “**Attachment 2**,” and the Maintenance and Service Level Agreement, hereinafter referred to as “**Attachment 3**.” Customer will pay all hardware warranty and software license fees within thirty (30) days of receiving an invoice from Dominion.

- 3.2 Section 7 of the Agreement shall be amended such that the authorized agent for Dominion is:

“Contracts Administrator  
PO Box 40005  
Denver, CO 80204  
(866) 654-8683  
contracts@dominionvoting.com”

- 3.3 Section 20 shall be amended such that the address for notices of Dominion shall read:

“Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
PO Box 40005  
Denver, CO 80204”

4. **All Other Terms.** Except as expressly amended in this Third Amendment, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, County and Dominion have executed this agreement on the day and year set forth above.

**DAKOTA COUNTY**

Date: \_\_\_\_\_

**DOMINION VOTING SYSTEMS, INC.**

Date: \_\_\_\_\_

\_\_\_\_\_  
John Poulos  
President & CEO

## SCHEDULE A-1

### PRICING AND PAYMENT SCHEDULE

#### Annual Software License Fee

April 1, 2023 through November 30, 2023

Quantity	Product Description	Unit Price	Extended Price
20	ImageCast Evolution Annual Firmware License - with Dual Display	\$199.36	\$3,987.20
	<b>TOTAL</b>		<b>\$3,987.20</b>

\*Price is Prorated for 8 months.  $\$299/12=\$24.92*8\text{months}=\$199.36$

#### Annual Software License Fee

Annually December 1, 2023 through November 30, 2024

Quantity	Product Description	Unit Price	Extended Price
20	ImageCast Evolution Annual Firmware License - with Dual Display	\$299.00	\$5,980.00
165	ImageCast Evolution Annual Firmware License - with Dual Display	\$234.01	38,612.23
1	Automated Deck Annual License	\$2,529.93	\$,2529.93
1	Democracy Suite Standard Annual License	\$37,949.05	\$37,949.05
14	ICC Annual Firmware License – G1130	\$1,992.33	\$27,892.66
1	ENR Module Annual License	\$3,794.91	\$3,794.91
1	Mobile Ballot Printing Annual License	\$1,897.44	\$1,897.44
1	Results Transfer Module	\$6,071.85	\$6,071.85
	<b>TOTAL</b>		<b>\$124,728.07</b>

#### Annual Hardware Warranty Fee

December 1, 2023

Quantity	Product Description	Unit Price	Extended Price
2	MBP #3 OKI C931 Annual Warranty	\$1,785.00	\$5,500.00
14	ICC Annual Warranty and Preventative Maintenance – G1130	\$1,622.25	\$22,711.50

165	ImageCast Evolution with Dual Display -Annual Warranty & Preventative Maintenance	\$378.53	\$62,457.45
	<b>TOTAL</b>		<b>\$90,668.95</b>

**Annual Hardware Warranty Fee**

April 1, 2024 through November 30, 2024

Quantity	Product Description	Unit Price	Extended Price
20	ImageCast Evolution with Dual Display Annual Hardware Warranty & Preventative Maintenance	\$240.32	\$4,806.40
	<b>TOTAL</b>		<b>\$4,806.40</b>

\*Price is Prorated for 8 months.  $\$360.50/12=\$30.04*8\text{months}=\$240.32$

**Annual Hardware Warranty Fee**

December 1, 2024 through November 30, 2025

Quantity	Product Description	Unit Price	Extended Price
20	ImageCast Evolution Annual Hardware Warranty - with Dual Display	\$360.50	\$7,200.00
2	MBP #3 OKI C931 Annual Warranty	\$1,874.25	\$3,748.50
14	ICC Annual Warranty and Preventative Maintenance – G1130	\$1,703.36	\$23,847.08
165	ImageCast Evolution with Dual Display -Annual Warranty & Preventative Maintenance	\$396.90	\$65,488.50
	<b>TOTAL</b>		<b>\$100,284.08</b>

**Annual Software License and Annual Hardware Warranty Fees**

Annually beginning December 1, 2025

Quantity	Product Description	Unit Price	Extended Price
1	Democracy Suite Standard Annual License Fee	\$39,846.50	\$39,846.50
1	Mobile Ballot Printing Annual Software License Fee	\$1,992.31	\$1,992.31
1	Automated Test Deck (ATD) Annual Software License Fee	\$2,656.42	\$2,656.42
1	ENR Module Annual Software Maintenance Fee	\$3,984.65	\$3,984.65

4	ImageCast Central Annual Firmware License - G1130	\$2,091.94	\$8,367.76
20	ImageCast Evolution Annual Firmware License - with Dual Display	\$313.95	\$6,279.00
165	ImageCast Evolution Annual Firmware License - with Dual Display	\$245.71	\$40,542.15
4	ImageCast Central Annual Hardware Warranty - G1130	\$1,788.52	\$7,154.08
20	ImageCast Evolution Annual Hardware Warranty - with Dual Display	\$378.52	\$7,570.40
165	ImageCast Evolution Annual Hardware Warranty - with Dual Display	\$416.74	\$68,762.10
2	MBP #3 Annual Hardware Warranty	\$1,967.96	\$3,935.92
	<b>ANNUAL TOTAL</b>		\$191,091.29

**Payment Terms:**

1. County shall pay the amounts indicated within thirty (30) days from receipt of Dominion's invoice.
2. The Annual Software License Fees listed on this attachment shall be valid through November 30, 2026. Beginning December 1, 2026, Dominion reserves the right to increase the Annual Software License Fees within five percent (5%) of the previous year's fee.