

**FIRST AMENDMENT  
to the Agreement between  
San Benito County, CA  
and  
Dominion Voting Systems, Inc.**

This First Amendment is made and entered into as of October 1, 2019 by and between San Benito County, CA (the "Customer") and Dominion Voting Systems, Inc. ("Dominion"). This First Amendment may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

**R E C I T A L S**

**WHEREAS** the Customer and Dominion entered into an Agreement for the purpose of Dominion providing a voting system, licenses and related services, with the execution date of January 23, 2018 (the "Agreement");

**WHEREAS** the Customer and Dominion now desire to revise certain terms of the Agreement upon the terms, covenants and conditions set forth herein.

**NOW, 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:

**A G R E E M E N T**

- 1 Recitals Incorporated.** The above recitals are true and correct, and incorporated herein by this reference as if fully set forth.
- 2. Additional Exhibit:** Exhibit B-1 (attached to this First Amendment) is hereby added and incorporated into to the Agreement.
- 3. All Other Terms.** Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

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


**COUNTY OF SAN BENITO**

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

\_\_\_\_\_  
Anthony Botelho, Chair  
San Benito County Board of Supervisor

**DOMINION VOTING SYSTEMS, INC.**

Date: 10/1/2019 \_\_\_\_\_

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

## EXHIBIT B-1

### VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS AND SAN BENITO COUNTY, CA

#### PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION

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

Description	Quantity	Unit Price	Extension
ImageCast X – BMD Accessible Units	30	\$3,175.00	\$95,250.00
Smart-UPS C 1500VA LCD 120V 1000W	35	\$555.00	\$19,425.00
<b>Sub-Total</b>			<b>\$114,675.00</b>
ATI Kit ICX – USB	30	\$375.00	\$11,250.00
ImageCast X Voting Booths	30	\$295.00	\$8,850.00
ImageCast X Transport Bag set	30	\$125.00	\$3,750.00
ImageCast X Voting Booths Privacy Curtain	65	\$125.00	\$8,125.00
<b>Sub-Total</b>			<b>\$31,975.00</b>
ImageCast Remote UOCAVA / RAVBM - License Fee	1	\$9,500.00	\$9,500.00
<b>Sub-Total</b>			<b>\$9,500.00</b>
<b>Total Purchase Subtotal</b>			<b>\$156,150.00</b>
<b>Discount</b>			(\$13,691.93)
<b>Total</b>			<b>\$142,458.08</b>
<i>Estimated Sales Tax</i>			\$10,591.48

Annual License Fees (Starting 10/1/2020)*	Quantity	Unit Price	Extension
ImageCast X – BMD Accessible Units	30	\$150.00	\$4,500.00
ImageCast Remote UOCAVA / RAVBM - License Fee	1	\$1,900.00	\$1,900.00
<b>Total</b>			<b>\$6,400.00</b>
<i>Estimated Sales Tax</i>			\$416.25

Optional Annual Warranty Fees (Starting 10/1/2020)*	Quantity	Unit Price	Extension
ImageCast X – BMD Accessible Units	30	\$155.00	\$4,650.00
<b>Total</b>			<b>\$4,650.00</b>

\* Beginning October 1, 2021, Dominion reserves the right to increase the Annual License and Warranty Fees by 3% of the previous year's fee.

2. **Payment** - Dominion shall invoice the Customer for items described above. The 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 Section are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. Customer is responsible for all related sales taxes.