

THIRD AMENDMENT
TO THE VOTING SYSTEMS AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND TEHAMA COUNTY, CALIFORNIA

This Third Amendment to the Voting Systems Agreement, Miscellaneous Agreement 2016-20 ("Third Amendment") is made and entered into as of this 1st day of January, 2025 (the "Third Amendment Effective Date") by and between Tehama County, California ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS, on January 25, 2016, the Customer and Dominion entered into the Voting Systems Agreement, Miscellaneous Agreement 2016-20 ("Original Agreement");

WHEREAS, on May 15, 2019, the Customer and Dominion entered into a First Amendment to the Voting Systems Agreement, Miscellaneous Agreement 2019-149 ("First Amendment");

WHEREAS, on October 5, 2021, the Customer and Dominion entered into a Second Amendment to the Voting Systems Agreement, Miscellaneous Agreement 2021-259 ("Second Amendment") (collectively, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the "Agreement"); and

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. **Replacement of Exhibit B.** Exhibit B is hereby deleted from the Agreement and replaced with "Exhibit B – Third Amendment," attached hereto and incorporated herein by this reference.
3. **Amendment of Section 3.** Section 3 of the Agreement is modified to reflect the maximum compensation payable shall not exceed \$1,872,485.28.
4. **Amendment of Section 5.** Section 3 of the Agreement shall be deleted and replaced with the following:

5. TERM OF AGREEMENT

The agreement shall commence on the date of signing and shall terminate on December 31, 2033, unless terminated in accordance with Section 6 below."

5. **All Other Terms.** Except as expressly amended in this Third Amendment, all other Agreement terms shall remain in full force and effect.

(Signatures on following page.)

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

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

TEHAMA COUNTY, CA



AUTHORIZED SIGNATURE

Sean Houghtby

PRINTED NAME

Clerk & Recorder

TITLE

3/18/25

DATE

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND TEHAMA COUNTY, CA PRICING SUMMARY AND DELIVERABLES DESCRIPTION

- 1. Pricing and Deliverables Summary.** Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the Customer at the current list price, subject to availability. 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.

DESCRIPTION	QTY
Precinct Tabulation Hardware	
ImageCast® Evolution (ICE) Precinct Tabulators	40
ICE Plastic Ballot Boxes	40
ATI Accessible Voting Kit	40
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	2
ImageCast® Central Tabulator	
Election Management Software & Hardware	
Election Management System (EMS) Standard Server Kit	2
EMS Client Workstation Kit	2
EMS Adjudication Workstation Kit	2
Monitor - 24"	2
Democracy Suite Results, Tally, Reporting (RTR Only)	1
ImageCast Adjudication Application	1
ImageCast Remote UOCAVA/RAVBM Application	1
EMS Servers and Workstations	
EMS Server	1
EMS workstation laptop	2
Compact Flash Reader/Writer	4
Adjudication Workstation w 24" monitor	2
EMS iButton Programmer w USB Adapter	4
Network Cables CAT6 UTP Patch Cables (12 Units)	1
SQL License	1
EMS Report Printer P1606dn	1
Smart UPS 1500 Tower	1
VoiceSynthesis software 1 voice License	1
Digi Connect LTS 16 port	
Implementation and Training	
Implementation	1
Training	1
Accessories and Consumables	
ICE Tech Key (Yellow iButton)	10
ICE Thermal Paper Rolls	80

ICE Memory Cards 8MB	80
ICE Cleaning Sheets	10
ICE Ink Cartridge	80
Compact Flash and iButton Labels (100)	1
Spring Lock Plastic Seals (100)	2
Support Services and Training	
On-Site Services - Non-Election Day (/day)	1

Annual License	
Mobile Ballot Printing Annual Software License	1
ImageCast® Central Firmware License	2
D Suite (RTR Only) Annual License	1
ImageCast® Evolution Firmware License	40
Adjudication Software License	1
ImageCast® Remote UOCAVA/RAVBM Application License	1
Annual Warranties	
MBP #2 Annual Hardware Warranty	1
ImageCast® Central Hardware Warranty	2
ImageCast® Evolution Hardware Warranty	40
Annual Election Services (2016 – 2025)	
Ballot Set Up (10 Years 10 Elections) – English only / Includes Test Decks for Primary and General	10
On Site Technical Support (Primary and General 2016, Primary and General 2022)	4

- 1.1 **Pricing Summary.** The Customer has selected the managed services option, instead of an outright purchase.
- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	Effective Date	12/31/2016	System Acceptance	\$ 152,447.00	\$7,662.07	\$160,109.07
2	01/01/2017	12/31/2017	01/01/2017	\$ 152,447.00	\$7,414.91	\$159,861.91
3	01/01/2018	12/31/2018	01/01/2018	\$ 152,447.00	\$7,414.91	\$159,861.91
4	01/01/2019	12/31/2019	01/01/2019	\$ 152,447.00	\$7,414.91	\$159,861.91
5	01/01/2020	12/31/2020	01/01/2020	\$ 153,747.00	\$7,414.91	\$161,161.91
6	01/01/2021	12/31/2021	01/01/2021	\$ 153,747.00	\$7,414.91	\$161,161.91

7	01/01/2022	12/31/2022	01/01/2022	\$ 96,141.00	\$2,175.71	\$98,316.71
8	01/01/2023	12/31/2023	01/01/2023	\$ 99,026.00	\$2,392.09	\$101,418.09
9	01/01/2024	12/31/2024	01/01/2024	\$ 101,995.00	\$2,614.84	\$104,610.84
10	01/01/2025	12/31/2025	01/01/2025	\$ 105,056.00	\$2,844.34	\$107,900.34
11	01/01/2026	12/31/2026	01/01/2026	\$ 52,218.00	\$ 3,798.38	\$ 56,016.38
12	01/01/2027	12/31/2027	01/01/2027	\$ 53,784.00	\$ 3,915.83	\$ 57,699.83
13	01/01/2028	12/31/2028	01/01/2028	\$ 55,389.00	\$ 4,036.88	\$ 59,425.88
14	01/01/2029	12/31/2029	01/01/2029	\$ 57,060.00	\$ 4,161.53	\$ 61,221.53
15	01/01/2030	12/31/2030	01/01/2030	\$ 58,772.00	\$ 4,289.93	\$ 63,061.93
16	01/01/2031	12/31/2031	01/01/2031	\$ 60,535.00	\$ 4,422.16	\$ 64,957.16
17	01/02/2032	12/31/2032	01/01/2032	\$ 62,351.00	\$ 4,558.36	\$ 66,909.36
18	01/01/2033	12/31/2033	01/01/2033	\$ 64,221.00	\$ 4,698.61	\$ 68,919.61

2. Product Description

- 2.1 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.2 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.3 ***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.