

**FIRST AMENDMENT
TO THE VOTING SYSTEMS AGREEMENT
BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
TULARE COUNTY, CALIFORNIA**

This First Amendment (the "First Amendment") to the Voting Systems Agreement (the "Agreement") is made and entered into as of this _____ (the "Effective Date") between Tulare County, California ("Customer") and Dominion Voting Systems ("Dominion").

RECITALS

WHEREAS on May 1, 2019, Customer and Dominion entered into the Agreement; and

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:

AGREEMENT

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 A-1, attached hereto and incorporated herein by this reference, is hereby added to and incorporated into the Agreement. Exhibit A-1 shall be appended to the Agreement immediately following Exhibit A 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, Customer and Dominion have executed this agreement on the day and year set forth above.

COUNTY OF TULARE

Date: _____

By:
Title:

DOMINION VOTING SYSTEMS, INC.

Date: _____

By: John Poulos
Title: President and CEO

Date: _____

By: Michael Frontera
Title: Secretary

EXHIBIT A-1

VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND TULARE COUNTY, CA

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	Qty	Unit Price	Extension
In-Person Voting Solution			
MBP Kit #2 Portable High Volume (3400) Oki Data Printer 712, Laptop, cables and power cords	18	\$5,800.00	\$104,400.00
Consumables			
Toner Cartridge - C712dn - Black	18	\$158.00	\$2,844.00
Toner Cartridge - C712dn - Cyan	18	\$370.00	\$6,660.00
Toner Cartridge - C712dn - Magenta	18	\$370.00	\$6,660.00
Toner Cartridge - C712dn - Yellow	18	\$370.00	\$6,660.00
Purchase Total			\$127,224.00

Optional Annual Hardware Warranty Fees

Annual Warranty Fees			
MBP #2 Kit Oki C712 Hardware Warranty	18	\$375.00	\$6,750.00
Total			\$6,750.00

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. 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 Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which is the responsibility of the Customer.

ID	Payment Invoice Date	Payment Amount
1	Completion of System Acceptance	\$127,224.00
2	Annual Warranty (Beginning September 1, 2021 – prorated through April 30, 2022)	\$4,500.00
3	Annual Warranty (Beginning May 1, 2022)	\$6,750.00