

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DOMINION VOTING SYSTEMS, INC.**, a Delaware corporation, whose address is PO Box 343, Broomfield, CO 80038 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated January 17, 2019, a First Amendatory Agreement dated June 12, 2020, a Second Amendatory Agreement dated April 16, 2021, and a Third Amendatory Agreement dated August 3, 2022, for access to the Democracy Suite Voting System (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on December 31, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2024, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from January 1, 2024.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on January 1, 2019, and expire, unless sooner terminated, on December 31, 2026.”

3. Subsection 4(E)(1) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Six Hundred Two Thousand Seven Hundred Dollars (\$1,602,700.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2 and A-3**. Any services performed beyond those described in the Agreement or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 8 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“8. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable

statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.”

5. Section 30 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**30. INTENTIONALLY OMITTED.**”

6. Effective upon execution, a new Section 41, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**41. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Fourth Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-3**, Annual Software License and Warranty Fees.

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Contract Control Number: CLERK-202473298-04 / 201946973-04
Contractor Name: DOMINION VOTING SYSTEMS, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

CLERK-202473298-04 / 201946973-04
DOMINION VOTING SYSTEMS, INC.

By:  _____
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Name: John Poulos
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3
SOFTWARE LICENSE AND EXTENDED WARRANTY AGREEMENT
ANNUAL SOFTWARE LICENSE AND WARRANTY FEES

ANNUAL LICENSE AND WARRANTY FEE: 1/1/2024 – 12/31/2024

Democracy Suite (EMS) Standard	1	\$44,000.00	\$44,000.00
ICC Adjudication	1	\$9,000.00	\$9,000.00
ImageCast Central Annual Firmware License – G1130/G2140	8	\$2,575.00	\$20,600.00
ImageCast Central Annual Hardware Warranty – G1130/G2140	8	\$1,500.00	\$12,000.00
Automated Test Deck	1	\$3,600.00	\$3,600.00
ImageCast X Annual Firmware License - Classic BMD 21"	95	\$125.00	\$11,875.00
ImageCast X Annual Hardware Warranty - Classic BMD 21"	95	\$140.00	\$13,300.00
ImageCast X - BMD Accessible Device Firmware	63	\$125.00	\$7,875.00
Mobile Ballot Printing	1	\$2,000.00	\$2,000.00
MBP #2 OKI C712 Annual Hardware Warranty	110	\$375.00	\$41,250.00
ImageCast Central Annual Firmware License - HSS	2	\$10,300.00	\$20,600.00
ImageCast Central Annual Hardware Warranty - HSS	2	\$8,500.00	\$17,000.00
Total:			\$203,100.00

ANNUAL LICENSE AND WARRANTY FEE: 1/1/2025 – 12/31/2025

Democracy Suite (EMS) Standard	1	\$44,000.00	\$44,000.00
ICC Adjudication	1	\$9,000.00	\$9,000.00
ImageCast Central Annual Firmware License – G1130/G2140	12	\$2,575.00	\$30,900.00
ImageCast Central Annual Hardware Warranty – G1130/G2140	12	\$1,500.00	\$18,000.00
Automated Test Deck	1	\$3,600.00	\$3,600.00
ImageCast X Annual Firmware License - Classic BMD 21"	185	\$125.00	\$23,125.00
ImageCast X Annual Hardware Warranty - Classic BMD 21"	185	\$140.00	\$25,900.00
ImageCast X - BMD Accessible Device Firmware	63	\$125.00	\$7,875.00
Mobile Ballot Printing	1	\$2,000.00	\$2,000.00
MBP #2 OKI C712 Annual Hardware Warranty	110	\$375.00	\$41,250.00
ImageCast Central Annual Firmware License - HSS	2	\$10,300.00	\$20,600.00
ImageCast Central Annual Hardware Warranty - HSS	2	\$8,500.00	\$17,000.00
Total:			\$243,250.00

ANNUAL LICENSE AND WARRANTY FEE: 1/1/2026 – 12/31/2026

Democracy Suite (EMS) Standard	1	\$44,000.00	\$44,000.00
ICC Adjudication	1	\$9,000.00	\$9,000.00
ImageCast Central Annual Firmware License – G1130/G2140	12	\$2,575.00	\$30,900.00
ImageCast Central Annual Hardware Warranty – G1130/G2140	12	\$1,500.00	\$18,000.00
Automated Test Deck	1	\$3,600.00	\$3,600.00
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ImageCast Central Annual Hardware Warranty - HSS	2	\$8,500.00	\$17,000.00
Total:			\$243,250.00