

THIRD AMENDATORY AGREEMENT

This **THIRD 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 1201 18th Street, Suite 210, Denver, Colorado 80202 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 17, 2019, a First Amendatory Agreement dated June 12, 2020, and a Second Amendatory Agreement dated April 16, 2021 (collectively, the “Agreement”) for the exchange of certain obligations set forth in that Agreement.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Third Amendatory Agreement is hereby incorporated by reference.

2. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“3. **TERM:** The term of the Agreement is from January 1, 2019 through December 31, 2023.”

3. Section 4.E.1. of the Agreement entitled **Maximum Contract Liability** is amended to read as follows:

“4.E. **Maximum Contract Liability:**

1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, if all renewal options are exercised, will not exceed **Nine Hundred Thirteen Thousand One Hundred Dollars and Zero Cents (913,100.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any other fees or services, including and services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in this Agreement or Exhibit A are performed at Contractor's risk and without authorization under the Agreement.”

4. Section 29 of the Agreement entitled **COMPLIANCE WITH LAWS** Sub-paragraph D entitled “**No Discrimination in Employment**” is hereby deleted in its entirety and replaced with:

“**29. D No Discrimination in Employment:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Agreement will not be 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: CLERK-202262784-03
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-202262784-03
DOMINION VOTING SYSTEMS INC

By: DocuSigned by:
John Poulos
4076784F2DB54C0...

Name: John Poulos
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
SOFTWARE LICENSE AND EXTENDED WARRANTY AGREEMENT
ANNUAL SOFTWARE LICENSE AND WARRANTY FEES

ANNUAL LICENSE AND WARRANTY FEE: 1/1/2022 – 12/31/2022			
Democracy Suite (EMS) Standard	1	\$44,000.00	\$44,000.00
ICC Adjudication	1	\$9,000.00	\$9,000.00
ICC Firmware – G1130	12	\$2,575.00	\$30,900.00
Mobile Ballot Printing	1	\$2,000.00	\$2,000.00
Automated Test Deck	1	\$3,600.00	\$3,600.00
ICX - BMD Firmware	145	\$115.00	\$16,675.00
ICX - BMD Accessible Device Firmware	63	\$125.00	\$7,875.00
ICC Warranty – G1130	12	\$1,500.00	\$18,000.00
MBP #2 OKI C712 - 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:			\$210,900.00

ANNUAL LICENSE AND WARRANTY FEE: YEAR 2 - 1/1/2023 – 12/31/2023			
Democracy Suite (EMS) Standard	1	\$44,000.00	\$44,000.00
ICC Adjudication	1	\$9,000.00	\$9,000.00
ICC Firmware – G1130	16	\$2,575.00	\$41,200.00
Mobile Ballot Printing	1	\$2,000.00	\$2,000.00
Automated Test Deck	1	\$3,600.00	\$3,600.00
ICX - BMD Firmware	145	\$115.00	\$16,675.00
ICX - BMD Accessible Device Firmware	63	\$125.00	\$7,875.00
ICC Warranty – G1130	16	\$1,500.00	\$24,000.00
MBP #2 OKI C712 - 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:			\$227,200.00