FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is entered into by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("Denver"), for itself and on behalf of the **DENVER ELECTIONS DIVISION** (the "Agency", and together with the Denver, the "City") and **DOMINION VOTING SYSTEMS, INC.**, a for-profit entity authorized to conduct business in the State of Colorado, whose mailing address is 1201 18th Street, Denver, CO 80202 (the "Contractor" or "Dominion"), each the City and Dominion a "party" and jointly the "parties".

RECITALS:

A. The parties entered into a Provisional Lease Purchase, Software License and Services Agreement dated April 9, 2015, as amended by an Amendatory Agreement dated September 9, 2015, a Second Amendatory Agreement dated December 15, 2015, and a Third Amendatory Agreement dated March 30, 2016 (together, the "Agreement") to use and acquire the Contractor's Democracy Suite ® voting system (the "Voting System").

B. At the time the Agreement was executed on April 9, 2015, the City's final acceptance and acquisition of the Voting System was contingent upon testing and final certification by the Colorado Secretary of State.

C. On or about December 22, 2015, the Secretary of State announced his intention to implement a uniform voting system in Colorado and the selection of Dominion's Voting System as Colorado's uniform voting system. Subsequently, the State of Colorado and Dominion entered into an agreement providing, among other things, for the use and acquisition of the Voting System by Colorado counties.

D. Due to the selection of Dominion's Voting System as the statewide uniform voting system, the parties now wish to amend the Agreement to complete the acquisition of the Voting System.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of the date of execution of this Amendatory Agreement, as written on the City's signature page below:

a. All references to "...Exhibit A..." in the Agreement shall be amended to read "...Exhibit A and Exhibit A-1...". A copy of Exhibit A-1 is attached and

incorporated by reference. Exhibit A will be in effect from January 1, 2015 until December 31, 2015. Exhibit A-1 will be in effect from January 1, 2016 until December 31, 2016.

b. The term "Purchase Agreement" as set forth in the Agreement and exhibits will mean this Agreement.

c. The City hereby provides notice to Dominion of final notice of acceptance of the Voting System described in Exhibit A and A-1.

d. Article 4.B. of the Agreement, entitled "**Option to Purchase**", is amended by deleting and replacing it with the following:

" **B. Option to Purchase:** The City hereby exercises its option to purchase the System Units set forth on Exhibit A and A-1 to the Agreement according to the terms and requirements set forth in this Agreement at a purchase price equal to the Maximum Contract Amount.

e. Article 4.F.(1) of the Agreement, entitled "**Maximum Contract Amount**", is amended by deleting and replacing it with the following:

" **F. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Nine Hundred Thirty Two Thousand Six Hundred Thirty Three Dollars and Twenty Three Cents ($932,633.23) (the "Maximum Contract Amount"). The Maximum Contract Amount includes the total prices shown on Exhibit A and A-1, minus the trade-in amount contained in Section 11 (Return/Trade-in of Voting Machines) below. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services that are not authorized in writing in advance by the Director under Section 5. G. (Additional Services) below or that are otherwise performed beyond those in Exhibit A or A-1 are performed at Contractor's risk and without authorization under the Agreement."

2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

3. This Fourth 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.

END

SIGNATURE PAGES AND EXHIBIT A-1 FOLLOW THIS PAGE

Contract Control Number: CLERK-201419676-04

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:

Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: CLERK-201419676-04

Contractor Name: DOMINION VOTING SYSTEMS INC

By: _____

Name: John Poulos
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: Mike Fronterra
(please print)

Title: Exec VP & General Counsel
(please print)

DOMINION VOTING

Colorado Voting System Proposal
Denver County
Amber McReynolds

Date: June 23, 2016

465,000 RV, 25 VSPC, Tier 1.1

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Central Scanning Hardware & Software License			
ImageCast Central Includes: *Canon DR-G1130 high speed document scanner.* *- ImageCast™ Central Software including third party Kofax VRS 4.5 software.* *- OptiPlex 9020 All-in-One Series with pre-loaded software* *- One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables* *- 12 months Hardware Warranty* *- 12 months Firmware License*	12	$18,500	$222,000
Sub-Total:			**$222,000.00**
ImageCast X for the VSPC			
ICX Remote Voting Station - 11	23	$2,181.01	$50,163.23
ImageCast X Accessible	45	$2,575	$115,875
ImageCast X	120	$1,925	$231,000
ImageCast X Voting Booth	165	$330	$54,450
Sub Total			**$451,488.23**
Software License			
Democracy Suite (EMS)	1	$185,000	$185,000
ICC Adjudication Application	1	$38,250	$38,250
Mobile Ballot Printing	1	$10,000	$10,000
Annual Service Fee ImageCast Remote (UOCAVA) [2015 pilot only]	1	$12,000	$12,000
Sub-Total:			**$245,250**
Implementation and Training			
On-Site Training	1	$15,640	$15,640
Implementation / Configuration / Acceptance Testing	1	$18,755	$18,755
Project Management / Implementation costs	1	$87,500	$87,500
Sub-Total:			**$121,895**
Discounts and Credits			
Return/Trade-In of 400-C machines	8	($3,500)	($28,000)
Pilot Test Partner Discount	1	($80,000)	($80,000)
Sub-Total:			**($108,000)**
Paid			
Service contract - 2015 pilot test of voting system - (PAID)	1	($446,440)	($446,440)
Outright Purchase - Year 1 Total:			**$486,193.23**