

**MASTER VOTING SYSTEMS AGREEMENT
BETWEEN COLORADO DEPARTMENT OF STATE AND DOMINION VOTING SYSTEMS, INC.**

This Master Voting Systems Agreement ("Agreement"), is made and entered into this 17th day of February, 2016, by and between the Colorado Department of State ("CDOS") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion").

WHEREAS, Colorado law prohibits counties from using or acquiring a voting system unless the system is first tested and certified for use, and the county's acquisition of the voting system is approved, by the Secretary of State of the State of Colorado; and

WHEREAS, in 2015, the current Secretary of State temporarily approved the use of four competing voting systems to be piloted in eight separate counties during the 2015 Coordinated Election, and established the Pilot Election Review Committee ("PERC") to evaluate the performance and capabilities of the competing systems during the pilot elections; and

WHEREAS, on December 17, 2015, PERC unanimously recommended that the Secretary of State select Dominion's Democracy Suite® voting system if one voting system is certified for use and future acquisition by Colorado counties; and

WHEREAS, on December 22, 2015, the Secretary of State announced his acceptance of PERC's recommendation, and the selection of Dominion as the future provider of voting systems to Colorado counties, on the condition that Dominion agree to certain terms and conditions regarding pricing, implementation and support, and permissible uses of the voting system; and

WHEREAS, Dominion and CDOS have mutually agreed on the additional contract terms and conditions, as set forth in this Agreement; and

WHEREAS, Dominion desires to sell or lease to Colorado counties; and

WHEREAS, the Secretary of State desires to approve the acquisition and use by counties of the Democracy Suite® voting system for purposes of conducting elections required or authorized under the laws of the State of Colorado, in accordance with the terms and

conditions of this Agreement, on the conditions that the Democracy Suite® voting system is finally certified for use in Colorado by the Secretary of State, and the counties' applications for approval of the acquisition satisfy all applicable legal requirements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Dominion and CDOS agree as follows:

1. Definitions.

- 1.1. "CDOS" means the Colorado Department of State.
- 1.2. "Confidential Information" means trade secrets and proprietary or confidential commercial or technical information, clearly marked or labeled as such, that Dominion supplies to CDOS in connection with this Agreement, or its application or campaign for certification of the Voting System for use in Colorado.
- 1.3. "Coordinated Election" means an election conducted on the first Tuesday of November in odd-numbered years.
- 1.4. "CORA" means the Colorado Open Records Act, sections 24-72-200.1 to -206, C.R.S.
- 1.5. "County" means one, and "Counties" means two or more, of Colorado's sixty-four county governments, including the two combined city-county governments of the City and County of Denver and the City and County of Broomfield.
- 1.6. "Dominion" means Dominion Voting Systems, Inc.
- 1.7. "Dominion Hardware" means the hardware components and peripherals itemized in the Dominion Hardware Price List attached hereto as Appendix 1 and incorporated herein by this reference.
- 1.8. "Dominion Software" means the software platforms and applications, and firmware programs, licensed by Dominion to Counties that acquire the Voting System, itemized on the Software, Implementation and Training Price List attached hereto as Appendix 3 and incorporated herein by this reference.

- 1.9. "Eligible COTS Hardware" means the commercial-off-the-shelf hardware components and peripherals itemized on the Eligible COTS Hardware Price List, attached hereto as Appendix 2 and incorporated herein by this reference.
- 1.10. "Party" means Dominion or CDOS, and "Parties" means Dominion and CDOS.
- 1.11. "Secretary" means the Colorado Secretary of State.
- 1.12. "Term" means the initial term of this Agreement, and the extended term if CDOS exercises the option to extend the initial term of this Agreement, all as provided in Section 2 hereof.
- 1.13. "Voting System" means Dominion's Democracy Suite® voting system.
- 2. Term.** The initial term of this Agreement is six (6) years, commencing on the date the Secretary certifies the Democracy Suite® 4.21 Voting System for use in the State of Colorado. CDOS may extend the term of this Agreement for an additional two (2) years, which option may be exercised by written notice to Dominion not later than ninety (90) days before the initial six-year term expires.
- 3. Pricing.** During the Term of this Agreement:
- 3.1. Dominion Hardware Pricing. Dominion must offer to sell or lease to all Counties the Dominion Hardware at the per unit prices specified in the Dominion Hardware Price List attached hereto as Appendix1.
- 3.1.1. Extended Warranties. Dominion must offer all Counties the opportunity to purchase optional extended warranty coverage on Dominion Hardware, at the annual prices stated in the Dominion Hardware Price List attached hereto as Appendix 1. Extended warranty coverage, if accepted and purchased by the County, shall take effect commencing at the beginning of the second year of the County's ownership of the covered hardware, at the price stated in Appendix 1. Dominion may escalate the price for extended warranty coverage by an amount not to exceed two percent (2%) of the prior year's extended warranty coverage

price, commencing in the third year of the County's ownership of the Dominion Hardware.

3.1.2. Counties with Canon DR-X10C Scanners. In the event a County owns a voting system certified for use by the Secretary of State before January 1, 2016 that utilizes Canon DR-X10C central count scanners, Dominion shall offer the County the option of exchanging each Canon DR-X10C scanner for the Canon DR-G1130 scanner bundled with the Voting System. If accepted by the County, Dominion shall offer to sell the ImageCast® Central workstation and scanner bundle to the County for a reduced price not to exceed \$8,500.

3.2. Eligible COTS Hardware Pricing. Dominion shall offer to sell or lease to any County all Eligible COTS Hardware at Dominion's actual cost as verified by CDOS, plus 10%. On or before January 31st of each successive calendar year during the Term, CDOS and Dominion, by mutual agreement, will revise and update the Eligible COTS Hardware Price List to reflect Dominion's then-current actual costs plus 10%, which revised and updated Eligible COTS Hardware Price List shall apply to County acquisitions of Eligible COTS Hardware during that calendar year.

3.2.1. 2016 Pricing for Eligible COTS Hardware. For calendar year 2016, Dominion shall offer to sell to any County the Eligible COTS Hardware at the prices stated in the Eligible COTS Hardware Price List attached hereto as Appendix 2.

3.2.2. Independent Purchases of Eligible COTS Hardware. As an alternative to the pricing described in section 3.2 and detailed in the Eligible COTS Hardware Price List attached hereto as Appendix 2 (or any revised and updated Eligible COTS Hardware Price List that applies to any future calendar year during the Term), Dominion also must offer any County the option of purchasing Eligible COTS Hardware directly from the manufacturer, on the conditions that:

3.2.2.1. The County acquires Eligible COTS Hardware of the identical make and model, and with the identical operating system, software, configuration, and peripheral components, certified for use by the Secretary and itemized in the Eligible COTS Hardware Price List;

3.2.2.2. CDOS and Dominion approve in writing the County's independent Eligible COTS Hardware order in advance; and

3.2.2.3. The County directs the manufacturer or supplier to ship, at County expense, all independently purchased Eligible COTS Hardware components to Dominion or CDOS, for further configuration or installation of trusted build, as Dominion and CDOS separately and mutually agree hereafter.

3.3. Dominion Software Pricing. For purposes of Dominion Software pricing, a County is assigned to a tier based on the number of active and "inactive-failed to vote" electors registered in each County as of November 2012. Dominion shall offer to license Dominion Software to Counties at prices not to exceed the amounts stated for the County's assigned tier in the Dominion Software, Implementation and Training Price List, attached hereto as Appendix 3. A County's tier will be established as of the date it acquires the Democracy Suite voting system for the entire Term.

4. Dominion Software Licensing. Dominion's Software license agreement with a County must:

- 4.1. Permit the County to sell, lend or otherwise transfer components of the Voting System programmed with or containing the licensed software to another County that acquires the Voting System from, and is otherwise licensed to use the software by, Dominion, with prior written approval of CDOS;
- 4.2. Permit CDOS, or a County that acquires a configuration of the Voting System enabling it to do so, to program elections and voting devices without charge for one or more Counties that acquire(s) a configuration of the Voting System without that functionality.
- 4.3. Permit the County to use the licensed software to conduct elections for other political subdivisions wholly or partially situated within its boundaries.

5. Qualification of Local Printing Facilities. Dominion must offer to qualify the third party local printing facilities listed in Appendix 4, attached hereto and incorporated herein by this reference, to print ballots for elections conducted in the State of Colorado for a flat fee of five hundred dollars (\$500), payable by the local printing facilities. Dominion shall make arrangements to complete each such qualification sufficiently in advance of the first election conducted by a County that both acquires the Voting System and engages the local printing facility for ballot printing services, so that the County can use its preferred local printing facility to print ballots required for the first election it conducts with the Voting System. In the event a third party local printing facility desires to print ballots for elections conducted outside the State of Colorado, the printing facility may arrange for appropriate qualification by mutual agreement with Dominion. Notwithstanding any provision of this Agreement to the contrary, however, no provision of this Agreement shall be construed or interpreted to require Dominion to qualify any local printing facility that does not comply with or satisfy the technical requirements for printing ballots suitable for use with the Voting System.

6. Future Development of Voting System. Dominion shall complete development of the next version of the Voting System for certification, deployment, and use in the 2017 Coordinated Election. Dominion shall offer the next version of the Voting System to all Colorado Counties, including those that acquire version 4.21 of the Voting System in 2016, on the same terms and conditions as version 4.21 of the Voting System to be certified by the Secretary of State in 2016. Among other things, the next version of the Voting System must include the following enhancements:

6.1. The ImageCast® X ballot marking devices will be loaded with all ballot styles for a particular election, and will print directly to the paired printer, rather than communicating with the Remote Voting Server. Dominion will permit a County that acquires the Voting System in 2016 to return to Dominion all Remote Voting Servers and associated networking components acquired in 2016 in exchange for a credit

against the County's then-current or a future annual license fees, on a dollar-for-dollar basis;

6.2. A ballot-level cast vote record export that complies with the requirements set forth in the Secretary's Election Rule 21.4.14, permanently adopted under notice dated February 9, 2016;

6.3. An Election Night Reporting (ENR) export that complies with the requirements set forth in proposed Election Rule 21.4.15, permanently adopted under notice dated February 9, 2016.

7. Escrow of Source Code and Voting System Components with CDOS. Dominion will escrow with CDOS the Voting System's hardware and software components, and source code, upon the Secretary's certification of the Voting System. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the terms and conditions of such escrow shall be governed by separate written agreement(s) of the Parties.

8. General Provisions.

8.1. County Contract Authority Not Affected. Nothing in this Agreement shall be construed to prevent, prohibit or restrict any County from negotiating with Dominion to obtain more favorable terms or pricing in connection with its acquisition of the Voting System

8.2. Voting System Certification. Nothing in this Agreement shall be construed as a commitment, guarantee or other assurance that the Secretary will certify the Voting System for use in Colorado.

8.3. Assignment. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party.

8.4. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law.

- 8.5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- 8.6. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of Colorado, and the courts of competent jurisdiction located in the State of Colorado will have jurisdiction to hear and determine questions relating to this Agreement.
- 8.7. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.
- 8.8. Notices. All notices required or permitted under this Agreement shall be given in writing and delivered personally, by electronic mail, by nationally recognized overnight carrier, or by certified or registered mail, return receipt requested. All notices shall be effective upon being deposited in the United States mail, or, in the case of another permissible means of delivery, upon actual receipt by the intended recipient. All notices shall be given to the parties at the addresses set forth immediately below, or at such other addresses as the party may designate by notice.

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Suite 210
Denver, CO 80202
Email address for notices: Redacted

If to CDOS:

Colorado Department of State
Attn: Voting Systems Manager
1700 Broadway, Suite 200
Denver, CO 80290
Email address for notices: Voting.Systems@sos.state.co.us

- 8.9. No Partnership. The Parties are not partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other party, except as otherwise specifically provided in section 8.10.

8.10. Confidential Information.

8.10.1. CDOS will not disclose Dominion's Confidential Information to any person other than employees, agents, representatives, and attorneys of CDOS, except to the extent such disclosure is mandated by federal or state law, including without limitation CORA, administrative order of a federal, state or local agency, or judicial order of a court of competent jurisdiction.

8.10.2. Dominion must clearly mark or label all Confidential Information provided to CDOS. Dominion consents to disclosure by CDOS of any or all documents, records, data or other information not so labeled or marked.

8.10.3. CDOS will give notice to Dominion of any CORA request for disclosure of Confidential Information, and of the date on which CDOS is required to grant or deny the request, not later than two (2) business days after receipt of the request. CDOS is authorized to grant the request and disclose the Confidential Information required by CORA unless, on or before the date CDOS must grant or deny the request, Dominion obtains an order of a court of competent jurisdiction authorizing CDOS to withhold production or disclosure of the requested information. Dominion indemnifies, defends and holds harmless CDOS from any and all awards, judgments, damages, costs and attorneys' fees that may be ordered in the event a court of competent jurisdiction determines that the requested Confidential Information is not exempt from disclosure under CORA.

8.11. Entire Agreement. This Agreement and its Appendices constitute the entire agreement, understanding and representations between the Parties, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties, and incorporated as an amendment hereto.

8.12. Third Party Beneficiaries. CDOS enters into this Agreement for the benefit of all Counties that acquire the Voting System during the Term. Accordingly, each County is

a third party beneficiary of this Agreement, and may enforce any provision of this Agreement, but only to the extent that any contracts, agreements, licenses or other undertaking between the County and Dominion conflicts with any provision of this Agreement. Other than the Counties, no other parties are third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

[Redacted Signature]

Authorized Signature

MICHAEL FRONTERA

Name

EXECUTIVE V.P. OF OPERATIONS
Title & GENERAL COUNSEL

2.17.16
Date

COLORADO DEPARTMENT OF STATE

[Redacted Signature]

Authorized Signature

Gary J. Zimmerman

Name

Chief of Staff
Title

2.17.16
Date

MASTER VOTING SYSTEMS AGREEMENT
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COLORADO DEPARTMENT OF STATE AND DOMINION VOTING SYSTEMS, INC.

APPENDIX 1
DOMINION HARDWARE PRICE LIST (INCLUDING EXTENDED WARRANTY FEES)

Description	Purchase Price per Unit	Annual Warranty Fee per Unit (starting Year 2)
ImageCast Central		
ImageCast Central (ICC) Scanner	\$ 18,500.00	\$ 2,575.00
ImageCast Central (ICC) Scanner Extended Warranty*	\$ -	\$ 1,500.00
ImageCast Central (ICC) 160	\$ 6,500.00	\$ 1,000.00
ImageCast Central (ICC) 160 Extended Warranty*	\$ -	\$ 650.00
ImageCast X		
ImageCast X Voting Terminal	\$ 1,925.00	\$ 115.00
ImageCast X Voting Terminal Extended Warranty*	\$ -	\$ 125.00
ImageCast X Voting Terminal with Accessible Features	\$ 2,575.00	\$ 125.00
ImageCast X Voting Terminal with Accessible Features Extended Warranty*	\$ -	\$ 140.00

* Warranty coverage for Dominion Hardware is included in the purchase price for the first year of a County's ownership. Extended warranty coverage, if accepted and purchased by the County, shall take effect commencing at the beginning of the second year of the County's ownership of the covered hardware, at the price stated in Appendix 2. Dominion may escalate the price for extended warranty coverage by an amount not to exceed two percent (2%) of the prior year's extended warranty coverage price, commencing in the third year of the County's ownership of the Dominion Hardware.

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APPENDIX 2
ELIGIBLE COTS HARDWARE PRICE LIST

Component Type Details	Make & Model	Dominion Supplier	Price to Dominion	Sales Price
Laptop	DELL Latitude e7450 Laptop, 8GB RAM, 500GB HDD	Dell	\$1,496.15	\$1,645.77
Mag Stripe Card Reader/Writer	MSR606 (COM or HID)	Card Device Expert Co., Ltd	\$105.00	\$115.50
Accessories				
	2x USB keys (4GB)		\$9.68	\$10.65
	Cable, Ethernet, 25 FT.		\$4.00	\$4.40
Ethernet Switch				
8 port - 3 ICX Stations	Dell Networking x1008	Dell	\$145.61	\$160.17
16 port - 7 ICX Stations	Dell Networking x1018	Dell	\$297.45	\$327.20
24 port - 11 ICX Stations	Dell Networking x1026	Dell	\$367.91	\$404.70
EMS Standard Server	DELL PowerEdge R630 Server, Rack Mount, 32GB RAM, 6x 1TB HDD, HW RAID Controller (H730), 2x1GB NIC, eSATA Microsoft Server 2012 R2 SQL Server 2012	Dell	\$6,738.79	\$7,412.67
EMS Standard Server Monitor	Dell 20" Monitor E2016H	Dell	\$104.99	\$115.49
EMS Express Server	DELL Precision T1700, 16GB RAM, 2x500GB HDD	Dell	\$1,154.97	\$1,270.47
Server Accessories				
	Cepstral license		\$545.00	\$599.50
	Cable, Ethernet, 25 FT.		\$4.00	\$4.40
	iButton reader		\$22.35	\$24.59
	CF Card Reader/Writer	Lexar	Lexar	\$47.25
EMS Workstation	DELL Precision T1700 Workstation, 8GB RAM, 500GB HDD	Dell	\$933.01	\$1,026.31
Adjudication Workstation	DELL Precision T1700 Workstation, 8GB RAM, 500GB HDD	Dell	\$933.01	\$1,026.31

Component Type Details	Make & Model	Dominion Supplier	Price to Dominion	Sales Price
Ethernet Switch				
8 port - 6 Workstations	Dell Networking x1008	Dell	\$145.61	\$160.17
16 port - 14 Workstations	Dell Networking x1018	Dell	\$297.45	\$327.20
24 port - 22 ICX Stations	Dell Networking x1026	Dell	\$367.91	\$404.70

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APPENDIX 3

DOMINION SOFTWARE, IMPLEMENTATION AND TRAINING PRICE LIST

Dominion Software Item	Purchase Price per Item	Annual License Fees per Item (starting Year 2)
Democracy Suite EMS - Tier 1.1 (Full Version)	\$ 185,000.00	\$ 50,000.00
Democracy Suite EMS - Tier 1.1 (Advanced Express)	\$ 51,000.00	\$ 12,000.00
Democracy Suite EMS - Tier 1.2 (Full Version)	\$ 123,250.00	\$ 34,000.00
Democracy Suite EMS - Tier 1.2 (Advanced Express)	\$ 35,700.00	\$ 8,400.00
Democracy Suite EMS - Tiers 1.3 and 1.4 (Full Version)	\$ 67,000.00	\$ 20,000.00
Democracy Suite EMS - Tiers 1.3 and 1.4 (Advanced Express)	\$ 12,750.00	\$ 3,000.00
Democracy Suite EMS - Tier 2 (Full Version)	\$ 32,000.00	\$ 10,000.00
Democracy Suite EMS - Tier 2 (Advanced Express)	\$ 10,625.00	\$ 2,500.00
Democracy Suite EMS - Tier 3 (Full Version)	\$ 23,900.00	\$ 8,000.00
Democracy Suite EMS - Tier 3 (Advanced Express)	\$ 7,225.00	\$ 1,700.00
Democracy Suite Adjudication Module - Tier 1.1	\$ 38,250.00	\$ 10,000.00
Democracy Suite Adjudication Module - Tier 1.2	\$ 26,775.00	\$ 7,000.00
Democracy Suite Adjudication Module - Tiers 1.3 and 1.4	\$ 11,475.00	\$ 3,000.00
Democracy Suite Adjudication Module - Tier 2	\$ 7,650.00	\$ 2,000.00
Democracy Suite Adjudication Module - Tier 3	\$ 3,825.00	\$ 1,000.00

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APPENDIX 3

DOMINION SOFTWARE, IMPLEMENTATION AND TRAINING PRICE LIST (CONTINUED)

Dominion Services Item	Purchase Price per Item
Tier 1.1	
On-Site Training	\$ 15,640
Implementation / Configuration / Acceptance Testing	\$ 18,755
Project Management / Implementation costs	\$ 87,500
Total - Tier 1.1 County	\$ 121,895
Tier 1.2	
On-Site Training	\$ 15,640
Implementation / Configuration / Acceptance Testing	\$ 18,755
Project Management / Implementation costs	\$ 43,750
Total - Tier 1.2 County	\$ 78,145
Tier 1.3	
On-Site Training	\$ 5,235
Implementation / Configuration / Acceptance Testing	\$ 7,820
Project Management / Implementation costs	\$ 22,500
Total - Tier 1.3 County	\$ 35,555
Tier 1.4	
On-Site Training	\$ 3,140
Implementation / Configuration / Acceptance Testing	\$ 7,820
Project Management / Implementation costs	\$ 13,750
Total - Tier 1.4 County	\$ 24,710
Tier 2	
On-Site Training	\$ 3,140
Implementation / Configuration / Acceptance Testing	\$ 7,820
Project Management / Implementation costs	\$ 6,964
Total - Tier 2 County	\$ 17,924
Tier 3	
On-Site Training	\$ 3,140
Implementation / Configuration / Acceptance Testing	\$ 7,820
Project Management / Implementation costs	\$ 5,144
Total - Tier 3 County	\$ 16,104

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APPENDIX 4
LOCAL PRINTING FACILITIES

1. Automated Ballot Concepts, 13500 Red Yucca, Albuquerque, NM 87111
2. Basin Printing, 1437 E. 2nd Ave., Durango, CO 81301
3. Custom Direct, 16163 W 45th Dr., Unit H, Golden CO 80403
4. Frederic Printing, 14701 E. 38th Ave. #A Aurora, CO 80011
5. Gran Farnum Printing, 1526 Grand Ave, Glenwood Springs, CO 81601
6. Integrated Voting Solutions, 10940 S Parker Rd. Suite 412, Parker, CO 80134
7. ProVote Solutions, 90 West Poplar Avenue, Porterville, CA 93257
8. Response Technologies, Inc., 4105 Holly Street, Unit 1 Denver, CO 80216
9. Runbeck Election Services, 2404W 14th St, Suite 1 10, Tempe, AZ 85281
10. Sprint Press Denver, 4999 Kingston St Denver, CO 80239
11. Teryx, Inc., 1115 Washington Ave., 2nd Floor, Suite B, Golden, CO 80401