

THIRD AMENDMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND SONOMA COUNTY, CA**

This Third Amendment to the Voting System Agreement ("Third Amendment") is made and entered into as of this September 1, 2025 (the "Third Amendment Effective Date") by and between Sonoma County, CA ("Customer") and Dominion Voting Systems, Inc.

RECITALS

WHEREAS, on August 7, 2018, the Customer and Dominion entered into the Agreement for Professional Services (the "Original Agreement");

WHEREAS, on August 1, 2020, the Customer and Dominion entered into the First Amendment to the Agreement for Professional Services (the "First Amendment");

WHEREAS, on March 15, 2022, the Customer and Dominion entered into the Second Amendment to the Agreement for Professional Services (the "Second Amendment") (collectively, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the "Agreement");

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

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:

AMENDMENT

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is amended to read as follows:
 3. **Term of Agreement.** The Term of this Agreement shall begin on August 7, 2018 and shall continue until December 31, 2029, unless sooner terminated or extended as provided herein.
3. **Amendment of Exhibit C-2.** Section 1 – Pricing/Payment Summary and Descriptions for Managed Services is hereby deleted from Exhibit C-2. All payments due on or after the Third Amendment Effective Date are now listed in Exhibit C-3.
4. **Amendment of Exhibit C-1.** All references to license and warranty payments due following the Third Amendment Effective Date are hereby deleted from Exhibit C-1. All ongoing payments due following the Third Amendment Effective Date are now listed in Exhibit C-3.

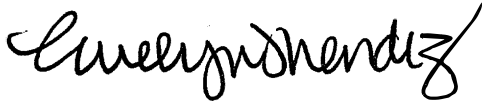
5. **Addition of Exhibit C-3.** Exhibit C-3, attached hereto and incorporated herein by this reference, is hereby added to the Agreement immediately following Exhibit C-2. All references to "Exhibit C" in the Agreement are hereby replaced with references to "Exhibit C-1 and Exhibit C-3."
6. **All Other Terms.** Except as expressly amended in this Third Amendment, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement to be effective as of the Second Amendment Effective Date.

SONOMA COUNTY, CA

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE



PRINTED NAME

Evelyn Mendez

TITLE

*Registrar of Voters
Dept. Health*

DATE

10-6-2025

AUTHORIZED SIGNATURE



John Poulos

PRINTED NAME

President & CEO

TITLE

9/18/2025

DATE

EXHIBIT C-3
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND SONOMA COUNTY, CA
PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing and Deliverables Summary.** Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the Customer at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Dominion.

DESCRIPTION	QTY
In-Person Voting: Polling Location Hardware	
Ballot Printer	72
ImageCast X Classic Voter Activation Kit	40
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	6
Election Management Hardware	
Election Management System (EMS) Standard Server Kit	3
EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	4
Laptop - Latitude	72
Monitor - 22" - LCD	6
Input Tray Extension - CS730de	72
Cart - Mobile Ballot Print (MBP) 2.0	70
Support Services and Training	
On-Site Services - Non-Election Day (/day)	3

Annual Warranties	
MBP #2 Annual Hardware Warranty	72

Customer is also in possession of the following equipment, which will no longer be included in this Agreement for Professional Services following the Third Amendment Effective Date. Dominion will pick up this equipment at its expense and convenience.

DESCRIPTION	QTY
Servers	3
EMS Workstation	3
Adjudication Workstation	4
Okidata printer	72
ICVA laptop	72

- 1.1 **Pricing Summary.** The Customer has selected the managed services option, instead of an outright purchase.
- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. Prices include shipping.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Invoice Date	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
Term	Jan 1 2019 - Dec 31 2019	Jan 1 2020 - Dec 31 2020	Jan 1 2021 - Dec 31 2021	Jan 1 2022 - Dec 31 2022	Jan 1 2023 - Dec 31 2023	Jan 1 2024 - Dec 31 2024
Managed Service	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25
Rental - Optional year 4 & 5	\$106,250.00	\$106,250.00	\$106,250.00			
Discount	(\$6,000.00)					
Estimated Taxes	\$22,813.17	\$23,906.26	\$23,906.26	\$14,742.18	\$14,742.18	\$14,742.18
Subtotal	\$317,937.42	\$325,030.51	\$325,030.51	\$209,616.43	\$209,616.43	\$209,616.43
Less Prepayment	(\$317,937.42)	(\$325,030.51)	(\$325,030.51)	(\$209,616.43)	(\$209,616.43)	(\$209,616.43)
Remaining Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Year 7	Year 8	Year 9	Year 10	Year 11
Invoice Date	January 1, 2025*	January 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029
Term	Jan 1 2025 - Dec 31 2025	Jan 1 2026 - Dec 31 2026	Jan 1 2027 - Dec 31 2027	Jan 1 2028 - Dec 31 2028	Jan 1 2029 - Dec 31 2029
Managed Service (before Third Amendment Effective Date)	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25
Rental - Optional year 4 & 5					
Discount					
Estimated Taxes	\$14,742.18	\$14,742.18	\$14,742.18	\$14,742.18	\$14,742.18
Subtotal (before Third Amendment Effective Date)	\$209,616.43	\$209,616.43	\$209,616.43	\$209,616.43	\$209,616.43
Managed Service (Additional as of Third Amendment Effective Date)	\$808,589.80	\$14,940.00	\$30,776.40	\$31,699.44	\$32,650.56
Estimated Taxes for Managed Service (Additional)	\$78,470.98	\$1,494.00	\$3,077.64	\$3,169.94	\$3,265.06
Subtotal	\$887,060.78	\$16,434.00	\$33,854.04	\$34,869.38	\$35,915.62
Less Prepayment	(\$209,616.43)	(\$209,616.43)	(\$209,616.43)	(\$209,616.43)	(\$209,616.43)
Remaining Due (As of Third Amendment Effective Date)	\$887,060.78*	\$16,434.00	\$33,854.04	\$34,869.38	\$35,915.62

* Customer prepaid its January 1, 2025 invoice in the amount of \$209,613.43 prior to the Third Amendment Effective Date. Following the Third Amendment Effective Date, an additional \$887,060.78 is owed for the period from January 1, 2025 through December 31, 2025. Following execution of this Third Amendment, Dominion will issue an invoice for this additional amount dated September 1, 2025.

2. Product Description

- 2.1 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.2 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.