

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco
and
Dominion Voting Systems, Inc.**

Contract ID 1000035387

This Agreement is made this 1st day of July 2025, in the City and County of San Francisco (“City”), State of California, by and between Dominion Voting Systems, Inc. (“Contractor”) and City.

Recitals

WHEREAS, the Department of Elections (“Department”) wishes to procure the lease of a voting system and necessary support services from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.5(b) pursuant to waiver OCAWVR0011235 granted by the Office of Contract Administration; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004504; and

WHEREAS, approval for the Agreement was obtained on June 16, 2025, from the Civil Service Commission under PSC number DHRPSC0005372 in the amount of \$6,717,624 for the period of four years; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Elections, or “Department.”

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means:

1.5.1 Confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data; and

1.5.2 Those materials documents, data, and technical information, specifications, business information, customer information, or other information that a Party (the “Disclosing Party”) maintains as trade secrets or confidential and which are disclosed to another Party (the “Receiving Party”) in tangible form marked as “confidential,” or with words having similar meaning, which includes without limitation, Dominion Software and associated documentation.

1.6 “Contractor” means Dominion Voting Systems, Inc., PO Box 40005, Denver, CO 80204.

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means City and Contractor either individually or collectively.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on July 1 , 2025 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 **Reserved.**

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed \$6,817,624, the breakdown of which appears in

Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved.

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Reserved.

3.3.8 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved.**

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and

records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Reserved.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services,"** lease the Hardware as set forth in Section 4.1.4 and identified in Appendix C (Equipment List); and grant City the Licenses and Warranties as specified under Section 4.1.1, Section 4.1.2, and Appendix C. Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

4.1.1 Software License. Contractor hereby grants to City upon the express license terms set forth in Appendix D (Firmware/Software License and System Warranties), a nonexclusive and nontransferable limited license to use the Software, including any Upgrades, only in connection with the Hardware for preparing for, conducting, and voting in City elections pursuant to this Agreement. Contractor hereby represents and warrants that it has title to and/or the authority to grant the license for Software to City. The City shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Software in whole and/or in part, except as expressly, and only to the extent, authorized by this Agreement. The Software License includes any upgrades to the software during the Agreement Term, but does not include any support or services related to installation of software upgrades.

4.1.2 Firmware License. Contractor hereby grants to City upon the express license terms set forth in Appendix D (Firmware/Software License and System Warranties), a nonexclusive and nontransferable limited license to use the Firmware, including any Upgrades, only in connection with the use of the Hardware for preparing for, conducting, and voting in elections in the jurisdiction of the City pursuant to this Agreement. Contractor hereby represents and warrants that it has title to and/or the authority to grant the license for Firmware to City. The City shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Firmware in whole and/or in part, except as expressly, and only to the extent, authorized by this Agreement. The Software License includes any upgrades to the software during the Agreement Term, but does not include any support or services related to installation of software upgrades.

4.1.3 Lease of Hardware. Contractor represents and warrants that it has title to and/or the authority to lease Hardware to City, free and clear of all liens, claims and

encumbrances other than as stated in this Agreement. Contractor leases Hardware to City for the term of this Agreement, in connection with preparing for, conducting, and voting in City elections.

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Reserved.**

4.7 **Reserved.**

4.8 **Reserved.**

4.9 **Reserved.**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers’ Compensation Liability Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved

(e) Technology Errors and Omissions Liability Insurance, with limits of \$5,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City’s or third person’s computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form..

(g) **Reserved.**

5.1.2 **Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) **Reserved.**

5.1.3 **Waiver of Subrogation.** The Workers’ Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved.**

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from Contractor's actual negligence or intentional misconduct related to Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or

damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not caused by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City. To the extent the parties disagree with respect to whether the indemnification provisions of this Section 5.2.1 apply to a particular claim, such disagreement may be resolved by negotiation of the parties or by an appropriate court of law with jurisdiction to hear such dispute.

5.2.2 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.3 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.1.1 **Liability of Contractor.** EXCEPT FOR THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 5.2.2 OF THIS AGREEMENT, CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED \$10,000,000.00. NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT,

NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Reserved. Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be

subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The contracted price for all Services provided prior to the Termination Date and any Services provided following the Termination Date at the City's request, for which City has not already made payment.
- (b) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.
- (c) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace

defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 **Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be

deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.7(a)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages	11.11	Severability
Article 7	Payment of Taxes	Article 13	Data and Security
8.1.6	Payment Obligation		

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Reserved.**

9.3 **Title to System.** The System shall be leased to Customer as provided herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.

9.4 **Software.** Software, including Firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

9.5 **Risk of Loss.** Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the system until such portion is delivered to Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper and shall cooperate in the processing of any claims made by Dominion.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to

the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Reserved.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final

approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved.

10.13 Reserved.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context

would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved**

10.16 **Reserved.**

10.17 **Reserved.**

10.17.1 **Reserved.**

10.17.2 **Reserved .**

10.18 **Reserved.**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Name: John Arntz Title: Director Agency: San Francisco Department of Elections Address: 1 Dr. Carlton B. Goodlett Pl, Rm. #48 Email: john.arntz@sfgov.org Phone: (415) 554-4375
To Contractor:	Name: Contracts Administrator Title: Contracts Administrator Company: Dominion Voting Systems, Inc. Address: PO Box 40005, Denver, CO 80204 Email: contracts@dominionvoting.com Phone: 1 (866) 654-8683

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 **Reserved.**

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or

unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms

12.1 Advanced Payment for Software and Maintenance. In compliance with the Controller's policies, the Department may provide advance payments for software license fees, software support, and equipment maintenance. The Department will determine the intervals and durations according to the best interests of the City and based on the totality of the facts and circumstances related to a particular procurement.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.1.3 Contractor's Trade Secrets and Confidential Information. The City must hold any of Contractor's Confidential Information, as that term is defined herein, in confidence, and use it only as authorized by this Agreement. City shall exercise the same standard of care to protect such information as a reasonably prudent entity would use to protect its own proprietary or Confidential Information. In the event the City receives a request under the City's Sunshine Ordinance or the California Public Records Act for Contractor's Trade Secrets or Confidential information as defined in this Agreement, the City shall not disclose any information to any person, unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. The City shall promptly notify Contractor of such request, as necessary to comply with the legal time-frame for responding to such request, in order to avoid prejudice to Contractor's ability to oppose disclosure.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.1 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's

behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Dominion Voting Systems, Inc.

John Arntz
Director
Department of Elections

John Poulos
President and CEO

Approved as to Form:

City Supplier Number: **0000021253**

David Chiu
City Attorney

By: _____
Ana Flores
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____

Appendices

- A: Scope of Services
- B: Payment Schedule
- C: Equipment List
- D: Firmware/Software License and System Warranties

APPENDIX A

Dominion Voting Systems

Scope of Services

Description of Services

In this managed services agreement, Dominion Voting Systems, Inc. (Dominion) will provide the City and County of San Francisco (City) with voting equipment and technology necessary to conduct elections in San Francisco, as well as the election support services that are described in this Statement of Work (SOW) throughout the term of the Agreement.

The City will lease a fully integrated voting system which includes the ImageCast X touch screen ballot marking device, the ImageCast Evolution optical tabulator, the ImageCast Central for the tabulation of vote-by-mail ballots. All equipment will be operated using the Democracy Suite Software platform.

Dominion will provide the following throughout the term of the Agreement:

1. Project management responsibilities which includes providing all necessary resources and personnel to fully support the system under this Agreement.
2. Full hardware and software support, including installation, integration, and election setup.
3. Support services for activities and processes occurring throughout an election cycle and between election cycles.
4. Ongoing system maintenance, including parts, and replacement of equipment when necessary.
5. Project management and resources to support the City possibly transitioning from elections using polling places to elections using vote centers.

APPENDIX A

Dominion Voting Systems Scope of Services

Primary Contacts

Primary Department Contacts
John Arntz Director, San Francisco Department of Elections Email: john.arntz@sfgov.org Telephone: (415) 554-4375

Primary Dominion Contacts
Travis Kester Customer Relations Manager Email: Travis Kester <travis.kester@dominionvoting.com> Telephone: (866) 654-8683

1 Primary Product Descriptions

1.1 ImageCast X Touchscreen Ballot Marking Device (Hardware and Software)

The ImageCast X Ballot Marking Device (ICX) is a touchscreen, in-person ballot marking device. The ICX is ADA-compliant and can support different voting models, including early voting.

The ICX offers several options to increase accessibility for voters with disabilities. The ICX presents ballot content in several formats: audio only, visual only, or simultaneous audio and visual modes, depending on voter preferences. The system is compatible with a hand-held Audio-Tactile Interface (ATI) controller, sip and puff devices, and paddle devices.

The ICX prints paper ballots using an accompanying printer after voters make their selections and that are read by ImageCast Evolution tabulators located in each polling place. The ICX touchscreen does not record or store votes.

APPENDIX A

Dominion Voting Systems

Scope of Services

1.2 ImageCast Evolution Scanner and Tabulator (Hardware and Software)

ImageCast Evolution (ICE) is a digital scanner, ballot marking device, and tabulator with accessible features.

Each ICE incorporates audit functionality known as the AuditMark for all ballot markings. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for auditing purposes. These images can be used to audit the unit's interpretation of each individual ballot, and consists of two sections.

The top section of the image contains a scanned image of the ballot. The bottom section of the image consists of the AuditMark, a machine-generated explanation stating how the unit interpreted each ballot marking on every ballot for every contest and measure.

Each ICE provides several options to vote, review, and cast paper ballots. The ICE offers a touch screen interface for visual ballot review and ballot casting, an accessible ballot marking interface, ports that allow voters to use their own assistive devices for accessible ballot navigation and voting, and an Audio-Tactile Interface (ATI).

1.3 ImageCast Central Count Scanner (Hardware and Software)

Dominion's ImageCast Central Count Scanning system (ICC) uses Canon scanners. The Canon scanners are digital, commercial off-the-shelf (COTS) equipment configured to operate with the ICC software to provide high speed capture of ballot images and tabulation of votes cast.

1.4 Democracy Suite Election Management System (Hardware and Software)

The Democracy Suite Election Management Software (EMS) Platform is comprised of several applications.

a. Election Event Designer (EED) Client Application.

The EED is the primary application for defining and managing an election event that comprises an "election project."

APPENDIX A

Dominion Voting Systems

Scope of Services

b. Results Tally and Reporting (RTR) Client Application.

The Results Tally and Reporting client application is used for tallying, reporting, and publishing election results.

c. ImageCast Adjudication Client Application.

The ImageCast Adjudication application is a client and server application used to review and adjudicate ballot images. All ballot adjudications are audited and reportable. The application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks.

1.5 Ranked-Choice Voting

The System shall support Ranked-Choice Voting (RCV) elections in San Francisco in accordance with Section 13.102 of the City's Charter. For RCV elections, the System shall provide the following features:

- a. Ballot layout options that allow for formatting ballot content for RCV contests on either side of a ballot card in addition to any other contest or measure, including other RCV contests, or require special formatting, without limit.
- b. Automated tabulation of qualified write-in candidates.
- c. Options to choose to include specific warnings to voters if they have made an error voting their ballots (such as overvoting a ranking) and the ability to edit existing messages and to incorporate new messages.
- d. Automated capture of digital ballot images which are appended with the AuditMark records indicating how the System interpreted each vote-marking for tabulation, and posting such images on the Department's website.
- e. Capability to accommodate rankings equal to the number of candidates in a contest, as required under Charter Section 13.102. The System shall have the capability to list no less than 10 candidates if the System cannot list every candidate in a contest.
- f. The option to report the Cast Vote Records (CVR) from each RCV contest in JSON-based reports.

APPENDIX A

Dominion Voting Systems

Scope of Services

1.6 Democracy Suite Remote Access Vote-by-Mail System

Prior to each election, the Department shall have the option to use Dominion's Remote Accessible Vote-by-Mail (RAVBM) service. The Department must notify Dominion 120 days prior to the first requested use. Dominion will provide a quote for the annual amount, which is outside of this Scope of Work. If implemented, Dominion shall provide the Democracy Suite-based ImageCast Remote Accessible Vote by Mail (RAVBM) service. The RAVBM service shall allow voters with disabilities and voters covered under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) to receive and mark their ballots remotely.

2 Ongoing Support / Election Support Services

Dominion will assign a Customer Relations Manager (CRM) to directly support the Department's operation of the System. The CRM shall be knowledgeable in the System's operations and the support services associated with the Department's use of the System. In addition, Dominion will provide the Department with technical support through the term of the Agreement in relation to storing, maintaining, and operating the System at no additional cost. Dominion will notify the Department fifteen (15) weeks before each Election Day who will act as the primary ballot programmer for the duration of the project.

2.1 Ballot Programming and Election Definition Services

- a. Dominion shall provide election definition services (ballot layout, audio ballot content in all required languages, and ballot test deck files) for the 2026 Primary election, 2026 General election, 2028 Primary election and the 2028 General election. Additional elections will be provided at a quoted rate, based upon the specifics of the special election, including but not limited to database creation, on-site support and pre-lat assistance.
- b. Dominion shall provide the memory cards and USB flash drives necessary to transfer election files from Democracy Suite to each ICE tabulator, ICX ballot marking devices, and the ICC system.

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- c. The Department shall review and approve or identify issues in all ballot proofs and audio files that Dominion generates. The Department shall inform Dominion of any errors and Dominion shall rectify the issues within 24-hours at no additional cost to the Department.

Democracy Suite shall support English, Spanish, Chinese (Cantonese and Mandarin), Filipino, and Vietnamese in both written and audio formats. Dominion will add additional languages required by law. At the Departments request, Dominion will provide a quote for facsimile ballots in other languages, which is outside of the regular scope of services

- d. The content associated with the definition of elections may be imported or uploaded. Democracy Suite shall provide the capability for editing all ballot layout files in all languages identified by the Department and reorganizing the placement of contests and voting targets and to edit text and graphics according to the most efficient use of space on the ballot.
- e. Democracy Suite shall create all ballots, i.e. vote-by-mail, precinct, voting center, and audio ballots, from the same content used to define an election. Democracy Suite shall allow audio files using recorded human voices and/or voice simulation programs.
- f. Democracy Suite shall support profile data such as voting locations, precincts, political subdivisions, offices, and party affiliations. Democracy Suite shall support the use of the Department's profile data for simultaneously conducting multiple elections by multiple users such as the City's Board of Education elections involving non-citizen voters.

Dominion shall use the same candidate and contest information files to create the paper ballots, the digital ballots, audio ballots, remote accessible vote-by-mail ballots, sample ballots, test ballots

- g. Democracy Suite shall generate PDF files of ballot-related content for full-sized, press-ready ballot artwork. To create ballots, Democracy Suite shall provide options to control fonts, line weights, determine the number of columns, include multiple languages on one ballot card, create multi-card ballots with content appearing on both sides of all of the cards, provide for formatting content in both portrait-style and landscape orientations, and allow for ballot-card headers of different colors. Democracy Suite shall allow for final ballot proofs that are 8.5 inches in width and variable lengths between 11 and 22 inches. Based on the amount of ballot content and the scanning equipment's capabilities, the

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Department will determine the appropriate length of the ballots for an election.

- h. The System shall generate accessible ballot content such as large-print formats. Additionally, the System shall generate accessible sample ballots in PDF or other accessible format that allows the Department to post the sample ballots on its website which are compatible with commonly used screen-reading technology.
- i. The Department will post ballot images on the Department's website to increase transparency of the voting system. Dominion shall assist the Department in determining the resources and procedures necessary, and provide the technical assistance, to post all ballot images, cast vote records, and voting equipment transaction logs for members of the public to use and review, including AuditMark summaries.

2.2 Democracy Suite Remote Access Vote by Mail System

This section only applies when the Department exercises the option to use Dominion's Remote Accessible Vote by Mail (RAVBM) service for an election.

- a. Dominion shall provide voters covered under the UOCAVA and voters with disabilities with online, accessible sample ballots and remote accessible vote-by-mail ballots through Democracy Suite's ImageCast Remote Accessible Vote by Mail (RAVBM) system. The RAVBM system must function in accordance with applicable state and federal laws from the time of delivery through the entire term of this Agreement for the purpose of conducting elections. Additionally, the RAVBM service must be compatible with frequently used versions of popular internet browsers among San Francisco voters (Google Chrome, Microsoft Edge, Apple Safari, Mozilla Firefox, etc).
- b. Dominion shall provide the RAVBM service to the Department, and shall complete all training for the Department in sufficient time for the Department to fully implement and utilize the Software by all applicable deadlines for all elections, including the deadlines set forth in the California Elections Code and the City's Municipal Elections Code.
- c. Dominion shall deliver before each election an accessible sample ballot which enables voters to select, save, and print their choices for an election.

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- d. The RAVBM service shall use the same ballot content files created for developing the paper ballots and the ICX ballots and will support content in English, Spanish, Chinese (Cantonese and Mandarin), Filipino, and Vietnamese, and be capable of incorporating additional languages upon the Department's request.
- e. Dominion shall assemble all products immediately after all election preparation is completed and all required data files are finalized.
- f. Dominion shall provide all RAVBM products and services according to the timelines that the Department has previously accepted. Prior to issuing products and services, however, Dominion will provide the Department with links that allow the Department to review all products and services before voters access the System. The links will provide the Department to fully review all ballot types in an election, their content, and their functionality.
- g. Dominion shall activate all products and services upon review and approval by the Department and on the dates agreed to by Dominion and the Department. Dominion shall not activate any product or service until after the Department's review and approval.
- h. After each election, Dominion shall provide the Department with a report that responds to questions 29, and 31-36, in the "Program Specific Questions" survey that the Department must answer in relation to the Federal Voting Assistance Program. Additionally, Dominion shall provide such reports to the Department in relation to non-federal elections in which the RAVBM is utilized.

2.3 Support Hours / Response Times

The following table represents timeframes by which Dominion shall respond to the Department's requests for technical assistance or notice that any Error, Defect, or Malfunction in any Firmware, Hardware or Software component of the System.

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Dominion Voting Systems Scope of Services

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an Election Period (After the most recent election is certified until 120 days before the next election).	On-site, telephone, and, video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the election and the creation of ballots (120 days before Election Day through 60 days before Election Day).	On-site, telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	On-site, telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
On Election Day	On-site.	Immediate.	Within 60 minutes.	Within one hour.
The day after Election Day until election is certified.	On-site (if requested), telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	On-site (if requested), telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

2.4 Project Management

- a. Starting fourteen (14) weeks before each Election Day and continuing twelve (12) calendar days before Election Day, the Customer Relations Manager (ongoing support) will be onsite (either at the Department's main office in City Hall or the Department's Warehouse), or available by cell phone, Monday through Friday, during the Department's regular business hours, to provide election-related support services.
- b. Starting eleven (11) calendar days before Election Day and continuing until completion of the Statement of the Votes, the Project Manager or CRM shall be onsite or available by cell phone to answer questions or respond to problems or concerns regarding voting, tabulation, the System's Hardware and Software, the aggregation or tabulation of voting data, canvass, audit data, or the reporting of election results during the Department's operations.

2.5 Pre-Election Logic and Accuracy Testing

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- a. The Department will conduct Pre-Election Logic and Accuracy Testing (Pre-LAT) on all ICE, ICX, and ICC equipment using paper ballot test decks. The Pre-LAT procedures will involve programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer generated) test decks through each tabulator. After test decks have been scanned and the results report tapes have been verified, test results will be uploaded into Democracy Suite's Results Tally and Reporting module.
- b. Dominion will have one technical support personnel available onsite throughout the Pre-LAT process who can identify the reasons for any issues or errors and resolve any equipment malfunctions that require repairs, including conducting repairs of equipment onsite in the Department's warehouse or City Hall office.

2.6 Accessibility Improvements

- a. Dominion, in conjunction with the Department's Voting Accessibility Advisory Committee (VAAC) will annually organize a meeting to facilitate VAAC members providing feedback to Dominion regarding the accessibility and usability of the System. The VAAC members will also provide Dominion with recommendations to improve the accessibility and usability of the System.
- b. Dominion and the VAAC will prepare meeting notes from these sessions that record the recommendations to improve the System and Dominion's initial responses. During the session, Dominion will indicate the timeframe in which the VAAC will receive responses to the recommendations.
- c. During the meetings, Dominion will update the VAAC on upcoming improvements to the System in relation to accessibility and usability that will be developed and included in the next iteration of the voting system submitted to the SOS for review and certification. Additionally, Dominion will inform the VAAC on whether the recommendations to improve the voting system require significant development and whether the recommendations are feasible to include in future iterations of the System that are submitted to the SOS for review and certification.

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2.7 Vote-By-Mail Ballot Processing

Dominion's Project Manager will be onsite during the Department's office hours when the Department processes vote-by-mail ballots beginning at the earliest E-12 (12 days before Election Day) and continuing until the completion of the canvass.

2.8 Election Day Support

Dominion shall provide qualified and competent personnel during this Agreement in each of the following areas to assist and enable the Department's personnel to successfully conduct each Election.

In addition to the Project Manager, the Election Day personnel will include:

- a. Two additional, experienced technical support personnel who are primarily situated near the Election Center, and who possess advanced knowledge of the voting system, software, and equipment and who can provide assistance to the field support personnel to resolve equipment incidents and serving as a resource to the Department and the personnel in the Election Center.
 - i. **Support:** Dominion's Election Center personnel will be the point of contact on technical matters regarding the voting equipment for the Election Center team and will be capable of providing additional guidance to the Department's field support personnel to support in resolving equipment issues at the polling places.
 - ii. **Communication:** Dominion's Election Center personnel will be responsible for maintaining constant communication with the Election Center team and field support personnel throughout Election Day to respond to and report incidents associated with the voting equipment.
- b. One technical support personnel who is an expert in Democracy Suite and results reporting. After the polls close, this person will support the Department in issuing results reports until the final report is issued.
- c. Dominion shall provide a list to the Department of all personnel assigned

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to the Election Center no later than 113 days before Election Day. The list shall indicate the role each person will fill in relation to this Agreement and their experience supporting the System.

- d. Following each election, Dominion will provide the Department a written report of Election Day support operations and resolutions of incidents associated with voting equipment. Dominion will provide this report no later than E+38 (38 days after Election Day).

2.9 Post-Election Support

2.9.1 Official Canvass

Dominion will provide instruction regarding Democracy Suite's generation of reports associated with conducting the official canvass including, but not limited to Interim, Semi-Final, and Final Statement of the Votes reports. Dominion will be available to assist the Department's personnel in generating canvass-related reports for each election. Dominion shall provide sample procedures and recommendations for the Department to review while developing San Francisco-specific canvass processes.

2.9.2 One Percent Manual Tally

Dominion will assist the Department in developing procedures to conduct one percent manual tallies if state elections law allows use of ballot images to conduct tallies of votes cast when conducting the official canvass.

2.9.3 ImageCast Module

Dominion shall provide the City with a ImageCast Audit Module. The Department will host the software in their office to allow members of the public to search ballot images in an election for votes cast for specific candidates and measures. The Module will allow members of the public to evaluate images of ballot markings, to tally vote totals, and to note questions on ballot markings according to how the voting system interpreted specific votes cast for certain candidates and measures. This is not an on-line product.

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Dominion Voting Systems

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2.9.4 Recount

The System shall support recount processes that utilizes either the physical ballots or the ballot images with the appended AuditMark interpretation of vote markings, Cast Vote Records, and EMS Statement of the Votes reports. Dominion shall provide examples of recount procedures that the Department can review when creating procedures for recounts.

2.10 System Maintenance

- a. During the term of the Agreement, Dominion shall be responsible for maintenance of the System, which shall be performed on-site. Dominion shall provide the personnel, equipment, and material, including spare or repair parts, required to perform on-site maintenance of the System and its components. Maintenance shall include, but not be limited to, the repair or replacement of any failed Software, Hardware, device or other System component. At the beginning of each calendar year during this Agreement, Dominion shall provide the Department with a maintenance plan and timetable for routine maintenance to occur before each election for the Department's review.
- b. Dominion and the Department shall agree on the date, time and location of all maintenance services, and the Department, in its sole discretion, may observe these activities. Dominion shall provide documentation to the Department in a format approved by the Department that details all maintenance actions and malfunctions, defects, or errors discovered in the system or any of its components during system maintenance.
- c. Dominion shall maintain a quality control system, covering all aspects of design, fabrication, testing, delivery, calibration and support of the System, including any modifications made thereto. This quality control system shall include documentation of all inspections and tests performed on the system and its components, and any system modifications. Dominion shall provide this documentation to the Department on a quarterly basis, in a format approved by the Department.
- d. Dominion shall inspect all equipment and provide one (1) preventative

APPENDIX A

Dominion Voting Systems

Scope of Services

maintenance) during the term of this agreement at a mutually agreed upon time, date and location. . Additionally, once (1) annually Dominion will come on-site and repair any equipment identified as needing repair. Such repair shall be conducted by Dominion's system specialist at a mutually agreed time, date and location. The repair will follow prescribed criteria and steps approved by the Department.

2.10.1 Repair Parts

- a. Dominion shall provide, at its own cost, an inventory of parts and accessory items required to maintain all voting equipment in operating condition. Dominion will provide a listing of inventoried parts and accessory items. The inventory list will indicate the number of parts and accessory items Dominion will ensure are readily available and present in the City's office or warehouse locations.
- b. The Department shall provide secure storage space for Dominion to maintain an inventory of the parts and accessory items necessary to maintain all voting equipment in operating condition. Dominion shall provide the Department with a listing and quantities of all parts and accessory items that Dominion maintains.
- c. Repair or replacement of parts because of normal wear-and-tear is governed by Appendix D (Firmware/Software License and System Warranties).

APPENDIX B

Payment Schedule

Payment	Amount	Description
Payment 1	\$1,429,406	Contractor to invoice City on July 1, 2025
Payment 2	\$250,000	Contractor to invoice City on or after December 15, 2025
Payment 3	\$1,429,406	Contractor to invoice City on July 1, 2026
Payment 4	\$250,000	Contractor to invoice City on or after December 15, 2026
Payment 5	\$1,429,406	Contractor to invoice City on July 1, 2027
Payment 6	\$250,000	Contractor to invoice City on or after December 15, 2026
Payment 7	\$1,429,406	Contractor to invoice City on July 1, 2028
Payment 8	\$250,000	Contractor to invoice City on or after December 15, 2028
TOTAL	\$6,717,624	

NOTE: Any invoices that Contractor submits to City under this Agreement shall be inclusive of all applicable taxes.

Appendix C

Dominion Voting Systems Equipment List

Item Number	DESCRIPTION	New Contract QTY
	In-Person Voting: Polling Location Hardware	
1	ImageCast Evolution (ICE) Kit	630
2	ImageCast X Kit - Classic BMD	627
	Central Scanning: Vote By Mail Hardware	
3	ImageCast Central Kit - G2140	16
	Accessories	
4	Audio Tactile Interface Kit (ATI) for BMD	627
5	Bag - BMD Printer Transport	627
6	ImageCast X Prime Transport Bag – Single	627
7	UPS Batteries	50
	Parts	
8	Compact Flash Memory Card 16GB	1260
9	ImageCast X Classic Poll Worker Smart Card	2000
10	ImageCast X Classic Technician Smart Card	50
11	USB Flash Drive	50
	Mobile Ballot Printing Hardware	
12	Dominion Mobile Ballot Printing system - Lexmark CS730	2
13	Dominion Mobile Ballot Printing system - Dell Latitude	1
	Election Management Hardware	
14	Election Management System (EMS) Standard Server Kit	4
15	EMS Client Workstation Kit	12
16	EMS Adjudication Workstation Kit	24
17	Reformatting Station Kit	1
	Election Management Software	
18	Democracy Suite Standard	1
19	Adjudication Module	1
20	Ranked-Choice Voting Module	1

Appendix C
Dominion Voting Systems
Equipment List

Item Number	DESCRIPTION	New Contract QTY
	Consumables*	
21	Thermal Paper Rolls (ImageCast Evolution)	600
22	Batteries (ImageCast Evolution)	100
23	Batteries (ImageCast X)	50
24	Exchange Roller Kits 9 (ImageCast Central)	50
25	Imprinter Ink Cartridges (ImageCast Central)	50

* The consumables specified herein shall be supplied by the Vendor at the commencement of the contract term. Any additional quantities requested by the Department beyond the initial provision shall be furnished by the Vendor at a price to be quoted and agreed upon in advance.

APPENDIX D**FIRMWARE/SOFTWARE LICENSE AND SYSTEM WARRANTIES**

1.1. “Specifications” means descriptions and data regarding the features, functions and performance of the Firmware and Software, as set forth in user manuals or other applicable documentation provided by Contractor.

1.2. “Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Contractor hereunder.

2. Firmware and Software License Terms.

2.1. License Limitations. City’s use of the Firmware and Software pursuant to the License granted in the Agreement is subject to Sections 4.1.2 and 4.1.3 of the Agreement and the additional terms herein. The License shall only be effective during the Term of the Agreement and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Contractor grants to City a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Contractor hereby sublicenses any firmware or software that constitutes or is contained in Third-Party Products, in object code form only, to City for use during the Term of the Agreement.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Contractor grants no licenses, expressly or by implication, and (b) City’s entering into the Agreement will not be deemed to assign any intellectual property rights of Contractor to City or any third party. Contractor agrees not to use the Firmware or Software for elections outside the City’s jurisdiction. The City shall have no power to transfer or grant sub-licenses for the Firmware or Software. Any use of all or any portion of the Firmware or Software not expressly permitted is strictly prohibited.

3. Upgrades and Certification. During the Term of this Agreement, Contractor may provide Upgrades to City under the following terms and conditions.

3.1. Upgrades. In the event that Contractor, at its sole discretion, certifies a Software Upgrade under the applicable laws and regulations of the State of California, Contractor shall make the certified Software Upgrade available to the City at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Contractor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

4. Prohibited Acts. The City shall not, without the prior written permission of Contractor:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

APPENDIX D**FIRMWARE/SOFTWARE LICENSE AND SYSTEM WARRANTIES**

4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

5. Return of Firmware and Software. Upon termination or expiration of this Agreement, City shall forthwith return to Contractor all Firmware and Software in its possession or control, or destroy all such Firmware and Software from any electronic media, and certify in writing to Contractor that it has been destroyed.

6. Warranties. The following warranties shall apply.

6.1. Hardware Warranty Terms. Contractor warrants that when used with the hardware and software configuration purchased through or approved by Contractor, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with the Documentation provided by Contractor. The Hardware Warranty shall remain in effect for the term of the Agreement.

6.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Contractor shall provide a replacement for the Hardware component or, at Contractor's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion Software and with third party products approved by Contractor for use with the Hardware. The following conditions apply to the Hardware warranty:

6.2.1. Contractor shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Contractor shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. There are no additional charges for parts covered by this warranty.

6.2.2. The following services are not covered by this Agreement, but may be available at Contractor's current time and material rates:

6.2.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

APPENDIX D**FIRMWARE/SOFTWARE LICENSE AND SYSTEM WARRANTIES**

6.3. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Contractor shall pass through to City all warranties such manufacturers make to Contractor regarding the operation of such Third-Party Products.

6.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

APPENDIX D**FIRMWARE/SOFTWARE LICENSE AND SYSTEM WARRANTIES****SCHEDULE A****PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS**

- 1. Definitions.** For the purposes of this Schedule A, the following are defined terms:
 - 1.1. “Derivative Works” means any work that is based upon or derived from the Contractor’s voting systems’ ballots, including without limitation, sample ballots and voting booklets.
 - 1.2. “Voting Systems’ Ballots” means any ballot created for use with any voting system owned or licensed by the Contractor.
- 2. Print Copyright License and Use.**
 - 2.1. Copyright License Grant. Contractor grants to the City a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Contractor’s Voting Systems’ Ballots and any Derivative Works as necessary to conduct City elections, pursuant to the terms and conditions of this Schedule A.
 - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Contractor grants no other licenses, expressly or by implication, and (b) Contractor’s entering into and performing the Agreement will not be deemed to assign any intellectual property rights of Contractor to City or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed. Further, City may only print or reproduce the Voting Systems’ Ballots using printers that the California Secretary of State has certified for such use.
- 3. No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.