

THIRD AMENDMENT

VOTING SYSTEM AND SERVICES AGREEMENT
AGREEMENT FOR SERVICES #3958
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND EL DORADO COUNTY, CA

This Third Amendment to the Voting System and Services Agreement #3958 ("Third Amendment") is made and entered into as of this January 26, 2026 (the "Second Amendment Effective Date") by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Liberty Vote USA Inc., a corporation duly qualified to conduct business in the State of California, whose address is PO Box 40005, Denver, CO 80204(hereinafter referred to as "Contractor");

RECITALS

WHEREAS, following a recent change in ownership, Dominion Voting Systems, Inc. is now Liberty Vote USA Inc.;

WHEREAS, on or about July 17, 2019, the County and the Contractor entered into the Voting System and Services Agreement, Agreement for Services #3958 (the "Original Agreement");

WHEREAS, on or about August 5, 2020, the County and the Contractor entered into a First Amendment to the Voting System and Services Agreement, Agreement for Services #3958 ("First Amendment");

WHEREAS, on or about June 18, 2024, the County and Contractor entered into the Second Amendment to the Voting System and Services Agreement, Agreement for Services #3958 (collectively, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the "Agreement");

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

AMENDMENT

- I. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- II. **Change of Ownership.** All references to Dominion Voting Systems throughout the Agreement shall read Liberty Vote USA Inc. Liberty Vote USA Inc. maintains all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this Third Amendment.

III. **ARTICLE II, Term** of the Agreement is amended in its entirety to read as follows:

ARTICLE II, Term: This Agreement shall become effective July 1, 2019, and shall expire on June 30, 2031.

IV. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III, Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Third Amendment to the Agreement, the billing rates shall be in accordance with Exhibits C, C-1, C-2 and C-3, marked "**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit C-3, marked "**ANNUAL FEES**," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$1,800,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractors' charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Elections Department
PO Box 678001
Placerville, CA 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in EXHIBITs C, C-1, C-2, and C-3, Default, Termination, and Cancellation, herein.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement,

“incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

V. **ARTICLE XV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
Elections Department
3883 Ponderosa Rd
Shingle Springs, California 95682

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Linda Webster
Registrar of Voters

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

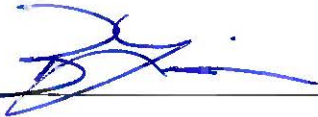
Notices to Consultant shall be addressed as follows:

Liberty Vote USA Inc:
PO Box 40005
Denver, Colorado 80204
Attn.: Contracts Administrator

or to such other location as Consultant directs.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement #3958 to be effective as of the Third Amendment Effective Date.

-- COUNTY OF EL DORADO --

By:  _____

Dated: 6/9/26

Board of Supervisors

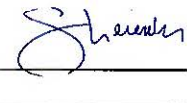
“County”

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

Dated: 6/9/26

-- Liberty Vote USA Inc. --

By:  _____

Dated: 5/12/2026

Scott Leindecker
Title: President and CEO
“Contractor”

EXHIBIT C-3
TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND EL DORADO COUNTY, CA
PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION ¹	QTY	UNIT PRICE	EXTENSION
In-Person Voting: Polling Location Hardware			
BMD Printer and Tray Extender Kit	55	\$575.00	\$31,625.00
		Sub-total:	\$31,625.00
Central Scanning: Absentee / Vote By Mail Hardware			
Workstation - Precision	5	\$1,500.00	\$7,500.00
		Sub-total:	\$7,500.00
Accessories			
Transport Sleeve for Extension Tray (BMD Printer)	55	\$44.98	\$2,473.90
		Sub-total:	\$2,473.90
Election Management Hardware			
EMS Standard Server Kit	2	\$18,700.00	\$37,400.00
EMS Client Workstation Kit	2	\$2,200.00	\$4,400.00
EMS Adjudication Workstation Kit	4	\$2,025.00	\$8,100.00
Laptop - Latitude	14	\$1,775.00	\$24,850.00
Monitor - 22" - LCD	5	\$300.00	\$1,500.00
		Sub-total:	\$76,250.00
Support Services and Training			
On-Site Services - Non-Election Day (/day)	1	\$2,200.00	\$2,200.00
		Sub-total:	\$2,200.00
Training			
Training (/day)	5	\$2,000.00	\$10,000.00
		Sub-total:	\$10,000.00
Estimated Shipping			
Shipping (estimated)	1	\$2,650.00	\$2,650.00
		Sub-total:	\$2,650.00

	Purchase Total	\$132,698.90
	Tax	\$8,544.05
	Total	\$141,242.95

¹ System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Liberty Vote.

ANNUAL FEES

Annual Fees shall commence on July 01, 2026.

DESCRIPTION ²	QTY	UNIT PRICE	EXTENSION
Description	Quantity	Unit Price	Extended Price
Democracy Suite Standard Annual License	1	\$23,881.05	\$23,881.05
Adjudication Annual License	1	\$4,776.20	\$4,776.20
Automatic Test Deck (ADT) Annual License	1	\$1,791.08	\$1,791.08
Mobile Ballot Printing Annual License	1	\$955.24	\$955.24
Remote UOCAVA Annual License	1	\$2,985.13	\$2,985.13
ICC Annual License - G2140	5	\$3,074.68	\$15,373.40
ICX Classic Annual License	55	\$179.11	\$9,851.05
ICC Annual Warranty - G2140	5	\$1,791.08	\$8,955.40
ICX Classic Annual Warranty	55	\$185.07	\$10,178.85
MBP#2 Annual Warranty	8	\$409.78	\$3,278.24
Total:			\$82,025.64
Sales Tax at 7.25% Rate:			\$4,105.53
Total with Sales Tax:			\$86,131.17

Term: Jul 1 2027 - Jun 30 2028

DESCRIPTION	Quantity	Unit Price	Extended Price
Description	Quantity	Unit Price	Extended Price
Democracy Suite Standard Annual License	1	\$24,597.48	\$24,597.48
Adjudication Annual License	1	\$4,919.49	\$4,919.49
Automatic Test Deck (ADT) Annual License	1	\$1,844.81	\$1,844.81
Mobile Ballot Printing Annual License	1	\$983.90	\$983.90
Remote UOCAVA Annual License	1	\$3,074.68	\$3,074.68
ICC Annual License - G2140	5	\$3,166.92	\$15,834.60
ICX Classic Annual License	55	\$184.48	\$10,146.40
ICC Annual Warranty - G2140	5	\$1,844.81	\$9,224.05
ICX Classic Annual Warranty	55	\$190.62	\$10,484.10
MBP#2 Annual Warranty	8	\$422.07	\$3,376.56
Total:			\$84,486.07
Sales Tax at 7.25% Rate:			\$4,228.68
Total with Sales Tax:			\$88,714.75

Term: Jul 1 2028 - Jun 30 2029			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Standard Annual License	1	\$25,335.40	\$25,335.40
Adjudication Annual License	1	\$5,067.07	\$5,067.07
Automatic Test Deck (ADT) Annual License	1	\$1,900.15	\$1,900.15
Mobile Ballot Printing Annual License	1	\$1,013.42	\$1,013.42
Remote UOCAVA Annual License	1	\$3,166.92	\$3,166.92
ICC Annual License - G2140	5	\$3,261.93	\$16,309.65
ICX Classic Annual License	55	\$190.01	\$10,450.55
ICC Annual Warranty - G2140	5	\$1,900.15	\$9,500.75
ICX Classic Annual Warranty	55	\$196.34	\$10,798.70
MBP#2 Annual Warranty	8	\$434.73	\$3,477.84
Total:			\$87,020.45
Sales Tax at 7.25% Rate:			\$4,355.53
Total with Sales Tax:			\$91,375.98

Term: Jul 1 2029 - Jun 30 2030			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Standard Annual License	1	\$26,095.46	\$26,095.46
Adjudication Annual License	1	\$5,219.08	\$5,219.08
Automatic Test Deck (ADT) Annual License	1	\$1,957.15	\$1,957.15
Mobile Ballot Printing Annual License	1	\$1,043.82	\$1,043.82
Remote UOCAVA Annual License	1	\$3,261.93	\$3,261.93
ICC Annual License - G2140	5	\$3,359.79	\$16,798.95
ICX Classic Annual License	55	\$195.71	\$10,764.05
ICC Annual Warranty - G2140	5	\$1,957.15	\$9,785.75
ICX Classic Annual Warranty	55	\$202.23	\$11,122.65
MBP#2 Annual Warranty	8	\$447.77	\$3,582.16
Total:			\$89,631.00
Sales Tax at 7.25% Rate:			\$4,486.19
Total with Sales Tax:			\$94,117.19

Term: Jul 1 2030 - Jun 30 2031			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Standard Annual License	1	\$26,878.32	\$26,878.32
Adjudication Annual License	1	\$5,375.65	\$5,375.65
Automatic Test Deck (ADT) Annual License	1	\$2,015.86	\$2,015.86
Mobile Ballot Printing Annual License	1	\$1,075.13	\$1,075.13
Remote UOCAVA Annual License	1	\$3,359.79	\$3,359.79
ICC Annual License - G2140	5	\$3,460.58	\$17,302.90
ICX Classic Annual License	55	\$201.58	\$11,086.90
ICC Annual Warranty - G2140	5	\$2,015.86	\$10,079.30

ICX Classic Annual Warranty	55	\$208.30	\$11,456.50
MBP#2 Annual Warranty	8	\$461.20	\$3,689.60
Total:			\$92,319.95
Sales Tax at 7.25% Rate:			\$4,620.77
Total with Sales Tax:			\$96,940.72

² Commencing with the second invoicing of Annual Fees, and each year thereafter, Liberty Vote reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

2. **Payment Schedule** - Liberty Vote shall provide invoices to Customer as described below. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Liberty Vote invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Liberty Vote) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount	Tax Amount	Total
1	Equipment Delivery	03/02/2026	\$ 132,698.90	\$ 8,544.05	\$ 141,242.95
2	Annual Fees	Beginning 07/01/2026	See charts above	See charts above	See charts above

3. **Product Description**

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

