

FIFTH AMENDMENT

VOTING SYSTEM AGREEMENT BY AND BETWEEN LIBERTY VOTE USA INC. AND WASHOE COUNTY, NV

This Fifth Amendment to the Voting System Agreement (“Fifth Amendment”) is made and entered into as of this August 26, 2025 (the “Fifth Amendment Effective Date”) by and between Washoe County, NV (“Customer”) and Liberty Vote USA Inc.

RECITALS

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

WHEREAS, the Customer and Liberty Vote entered into the VOTING SYSTEM AGREEMENT BY AND BETWEEN LIBERTY VOTE USA INC. AND WASHOE COUNTY, NVE (the “Original Agreement”) with the effective date June 29, 2017, for the Customer’s purchase from Liberty Vote of certain voting systems, licenses, and related solutions, which was amended by a First Amendment on December 1, 2019, a Second Amendment on June 1, 2020, a Third Amendment on August 1, 2023, and a Fourth Amendment on September 1, 2024 (collectively, the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are referred to herein as the “Agreement”);

WHEREAS, the Customer and Liberty Vote desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Liberty Vote agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Amendment of Paragraph 3.** Paragraph 3 of the Amendment is amended to read as follows:

“**3. Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2030, with two one-year optional extensions. Customer must exercise each extension option in writing before the end of the then-current term.”
- 3. Amendment of Paragraph 9.** Paragraph 9 of the Agreement is amended to read as follows:

9. Warranties

- 9.1. Liberty Vote Software Warranty. The Liberty Vote Software warranty is subject to the terms and conditions of Exhibit B – Software Terms and Conditions.
- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Liberty Vote shall pass through to Customer all warranties such manufacturers make to Liberty Vote regarding the operation of third party products.
- 9.3. Liberty Vote Hardware Warranty. Liberty Vote warrants that when used with the hardware and software configuration purchased through or approved by Liberty Vote, each component of Liberty Vote Hardware will be free of defects that would prevent the Liberty Vote Hardware from operating in conformity in all material respects with its specifications as documented by Liberty Vote. The Liberty Vote Hardware Warranty shall remain in effect during the Term of this Agreement.
- 9.4. Liberty Vote Hardware Warranty Conditions. Liberty Vote offers the following hardware warranty services, subject to the conditions listed herein.

9.4.1. If any Liberty Vote Hardware component fails to operate in conformity with its specifications during the warranty period, Liberty Vote shall provide a replacement for the Liberty Vote Hardware component or, at Liberty Vote's sole option, shall repair the Liberty Vote Hardware component, so long as the Liberty Vote Hardware is operated with its designated Liberty Vote Software and with third party products approved by Liberty Vote for use with the Liberty Vote Hardware.

9.4.1.1. On-Site Warranty Services.

9.4.1.1.1. Liberty Vote shall perform one (1) on-site Preventative Maintenance Inspection every even numbered year on Liberty Vote Hardware during the Agreement Term. The preventative maintenance inspection shall occur at a time mutually agreed upon by the Parties during 2026, 2028, 2030 and 2032. The Parties agree that the preventative maintenance shall be scheduled at least ninety (90) days prior to the requested maintenance date.

9.4.1.1.2. Liberty Vote shall conduct one (1) Customer On-Site Visit annually, during which Liberty Vote will perform warranty repair services on any Customer equipment that the Customer has identified as needing repair. To the extent any warranty services cannot be performed on-site, the equipment will be shipped back to Liberty Vote for repair or replacement. Customer shall bear all shipping costs to return any malfunctioning Hardware component to Liberty Vote, and Liberty Vote shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

9.4.1.2. Off-Site Warranty Services.

9.4.1.2.1. If warranty services are required outside the Preventative Maintenance Inspection or Customer Site Visits described above, Customer may ship any malfunctioning hardware to Liberty Vote for warranty services. Customer shall bear all shipping costs to return any malfunctioning Hardware component to Liberty Vote, and Liberty Vote shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

9.4.2. The following services are not covered by this Agreement, but may be available at Liberty Vote's current time and materials rates:

- 9.4.2.1. Replacement of consumable items, including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.; or
- 9.4.2.2. Repair or replacement of Liberty Vote Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage.
- 9.4.2.3. Repair or replacement of Liberty Vote Hardware modified by any person other than those authorized in writing by Liberty Vote; or
- 9.4.2.4. Repair or replacement of Liberty Vote Hardware from which the serial numbers have been removed, defaced, or changed.

9.5. No Other Warranties. LIBERTY VOTE 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.

3. **Addition of Exhibit A-5.** Exhibit A-5, attached hereto and incorporated by this references, is hereby added to the Agreement immediately following Exhibit A. All references to “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4” in the Agreement are hereby replaced with references to “Exhibit A, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A -5.”
4. **Amendment of Exhibits A, A-2, A-3, and A-4.** All references to ongoing license and warranty fees after the Fifth Amendment Effective Date are hereby removed from Exhibits A, A-2, A-3, and A-4. All ongoing license and warranty fees due after the Fifth Amendment Effective Date are now listed in Exhibit A-5.
5. **All Other Terms.** Except as expressly amended in this Fifth Amendment, all other Agreement terms shall remain in full force and effect.

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

WASHOE COUNTY, NV

LIBERTY VOTE USA INC.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

EXHIBIT A-5

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND WASHOE COUNTY, NV

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

ANNUAL FEES

All pricing in U.S. Dollars. Annual Fees shall commence on September 01, 2025.

Term: September 1, 2025 - December 31, 2025 (pro-rated 4 month)			
Description	Quantity	Unit Price	Extended Price
ICC G2140 Annual License	6	\$ 858.33	\$ 5,149.98
ICC G2140 Annual Warranty	6	\$ 500.00	\$ 3,000.00
			\$ 8,149.98

Term: January 1, 2026 - December 31, 2026			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 14,328.62	\$ 14,328.62
Adjudication Annual License	1	\$ 11,940.52	\$ 11,940.52
MBP Annual License	1	\$ 2,388.10	\$ 2,388.10
ICX with VVPAT Annual License	1,475	\$ 113.43	\$ 167,309.25
ICX with VVPAT Annual Warranty	1,475	\$ 113.43	\$ 167,309.25
ICC G2140 Annual License	2	\$ 3,162.42	\$ 6,324.84
ICC G2140 Annual Warranty	2	\$ 1,545.00	\$ 3,090.00
ICC G2140 Annual License	3	\$ 3,074.68	\$ 9,224.04
ICC G2140 Annual Warranty	3	\$ 1,791.08	\$ 5,373.24
ICC G2140 Annual License	6	\$ 2,575.00	\$ 15,450.00
ICC G2140 Annual Warranty	6	\$ 1,500.00	\$ 9,000.00
			\$ 411,737.86

Term: January 1, 2027 - December 31, 2027			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 14,758.48	\$ 14,758.48
Adjudication Annual License	1	\$ 12,298.74	\$ 12,298.74
MBP Annual License	1	\$ 2,459.74	\$ 2,459.74
ICX with VVPAT Annual License	1,475	\$ 116.83	\$ 172,324.25
ICX with VVPAT Annual Warranty	1,475	\$ 116.83	\$ 172,324.25
ICC G2140 Annual License	2	\$ 3,257.29	\$ 6,514.58
ICC G2140 Annual Warranty	2	\$ 1,591.35	\$ 3,182.70
ICC G2140 Annual License	3	\$ 3,166.92	\$ 9,500.76
ICC G2140 Annual Warranty	3	\$ 1,844.81	\$ 5,534.43
ICC G2140 Annual License	6	\$ 2,652.25	\$ 15,913.50
ICC G2140 Annual Warranty	6	\$ 1,545.00	\$ 9,270.00
			\$ 424,081.43

Term: January 1, 2028 - December 31, 2028			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 15,201.23	\$ 15,201.23
Adjudication Annual License	1	\$ 12,667.70	\$ 12,667.70
MBP Annual License	1	\$ 2,533.53	\$ 2,533.53

ICX with VVPAT Annual License	1,475	\$ 120.33	\$ 177,486.75
ICX with VVPAT Annual Warranty	1,475	\$ 120.33	\$ 177,486.75
ICC G2140 Annual License	2	\$ 3,355.01	\$ 6,710.02
ICC G2140 Annual Warranty	2	\$ 1,639.09	\$ 3,278.18
ICC G2140 Annual License	3	\$ 3,261.93	\$ 9,785.79
ICC G2140 Annual Warranty	3	\$ 1,900.15	\$ 5,700.45
ICC G2140 Annual License	6	\$ 2,731.82	\$ 16,390.92
ICC G2140 Annual Warranty	6	\$ 1,591.35	\$ 9,548.10
			\$ 436,789.42

Term: January 1, 2029 - December 31, 2029			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 15,657.27	\$ 15,657.27
Adjudication Annual License	1	\$ 13,047.73	\$ 13,047.73
MBP Annual License	1	\$ 2,609.54	\$ 2,609.54
ICX with VVPAT Annual License	1,475	\$ 123.94	\$ 182,811.50
ICX with VVPAT Annual Warranty	1,475	\$ 123.94	\$ 182,811.50
ICC G2140 Annual License	2	\$ 3,455.66	\$ 6,911.32
ICC G2140 Annual Warranty	2	\$ 1,688.26	\$ 3,376.52
ICC G2140 Annual License	3	\$ 3,359.79	\$ 10,079.37
ICC G2140 Annual Warranty	3	\$ 1,957.15	\$ 5,871.45
ICC G2140 Annual License	6	\$ 2,813.77	\$ 16,882.62
ICC G2140 Annual Warranty	6	\$ 1,639.09	\$ 9,834.54
			\$ 449,893.36

Term: January 1, 2030 - December 31, 2030			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 16,126.99	\$ 16,126.99
Adjudication Annual License	1	\$ 13,439.16	\$ 13,439.16
MBP Annual License	1	\$ 2,687.83	\$ 2,687.83
ICX with VVPAT Annual License	1,475	\$ 127.66	\$ 188,298.50
ICX with VVPAT Annual Warranty	1,475	\$ 127.66	\$ 188,298.50
ICC G2140 Annual License	2	\$ 3,559.33	\$ 7,118.66
ICC G2140 Annual Warranty	2	\$ 1,738.91	\$ 3,477.82
ICC G2140 Annual License	3	\$ 3,460.58	\$ 10,381.74
ICC G2140 Annual Warranty	3	\$ 2,015.86	\$ 6,047.58
ICC G2140 Annual License	6	\$ 2,898.18	\$ 17,389.08
ICC G2140 Annual Warranty	6	\$ 1,688.26	\$ 10,129.56
			\$ 463,395.42

Term: January 1, 2031 - December 31, 2031 (Optional)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 16,610.80	\$ 16,610.80
Adjudication Annual License	1	\$ 13,842.33	\$ 13,842.33
MBP Annual License	1	\$ 2,768.46	\$ 2,768.46
ICX with VVPAT Annual License	1,475	\$ 131.49	\$ 193,947.75
ICX with VVPAT Annual Warranty	1,475	\$ 131.49	\$ 193,947.75
ICC G2140 Annual License	2	\$ 3,666.11	\$ 7,332.22
ICC G2140 Annual Warranty	2	\$ 1,791.08	\$ 3,582.16
ICC G2140 Annual License	3	\$ 3,564.40	\$ 10,693.20
ICC G2140 Annual Warranty	3	\$ 2,076.34	\$ 6,229.02
ICC G2140 Annual License	6	\$ 2,985.13	\$ 17,910.78
ICC G2140 Annual Warranty	6	\$ 1,738.91	\$ 10,433.46
			\$ 477,297.93

Term: January 1, 2032 - December 31, 2032 (Optional)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$ 17,109.12	\$ 17,109.12
Adjudication Annual License	1	\$ 14,257.60	\$ 14,257.60
MBP Annual License	1	\$ 2,851.51	\$ 2,851.51
ICX with VVPAT Annual License	1,475	\$ 135.43	\$ 199,759.25

ICX with VVPAT Annual Warranty	1,475	\$ 135.43	\$ 199,759.25
ICC G2140 Annual License	2	\$ 3,776.09	\$ 7,552.18
ICC G2140 Annual Warranty	2	\$ 1,844.81	\$ 3,689.62
ICC G2140 Annual License	3	\$ 3,671.33	\$ 11,013.99
ICC G2140 Annual Warranty	3	\$ 2,138.63	\$ 6,415.89
ICC G2140 Annual License	6	\$ 3,074.68	\$ 18,448.08
ICC G2140 Annual Warranty	6	\$ 1,791.08	\$ 10,746.48
			\$ 491,602.97

² To the extent this Agreement is extended beyond December 31, 2032, commencing with the January 1, 2033 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.