

HARDWARE WARRANTY AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND FULTON COUNTY, GA

This Hardware Warranty Agreement (the “Agreement”) dated January 1, 2022, (the “Effective Date”), is made between Fulton County, GA (“County”) and Dominion Voting Systems, Inc. (“Dominion”). This Agreement may refer to Dominion and the County together as the “Parties,” or individually as a “Party.”

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the “State Contract”) with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

**1. Composition of Agreement.** Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

**2. Definitions.**

2.1. “Confidential Information” means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the “Disclosing Party”) maintains as trade secrets or confidential and which are disclosed to the other Party (the “Receiving Party”) in tangible form marked as “confidential,” or with words having similar meaning, which includes without limitation, Dominion software.

2.2. “Hardware” means the ImageCast® system hardware listed in Exhibit A of this Agreement.

2.3. “Specifications” means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

**3. Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose to terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

**4. Dominion's Responsibilities.** Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.

**5. County's Responsibilities.** County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.

**6. Warranties.** The following warranties shall apply to the Hardware.

6.1. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.

6.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion'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 Dominion for use with the Hardware. The following conditions apply:

- 6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.
- 6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
  - 6.2.2.1. Replacement of consumable items including but not limited to batteries, toner<sup>1</sup>, 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 use;
  - 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.
- 6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach of the Agreement.

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<sup>1</sup> Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

6.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, 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.

## **7. Confidential Information.**

- 7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations 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.
- 7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**8. Force Majeure.** Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**9. Indemnification.** Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

**10. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'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 THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL 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 OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.

**12. Termination.** In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.

**13. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

**14. Choice of Law and Jurisdiction.** Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.

**15. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

**16. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
PO Box 343  
Broomfield, CO 80038  
Email: [contracts@dominionvoting.com](mailto:contracts@dominionvoting.com)

If to the County:

Fulton County Government  
Attn: Richard Barron, Director  
Department of Registration and Elections  
130 Peachtree St., Ste. 2186 F  
Atlanta, GA 30303  
Email: [richard.barron@fultoncountyga.gov](mailto:richard.barron@fultoncountyga.gov)

With a copy to:

Attn: Felicia Strong-Whitaker  
Chief Purchasing Agent  
Department of Purchasing & Contract Compliance  
130 Peachtree St., Suite 1168  
Atlanta, GA 30303  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

**17. Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.


**18. Entire Agreement.** This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and

Dominion, and incorporated as an amendment hereto.

**19. Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

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


**DOMINION VOTING SYSTEMS, INC.**

DocuSigned by:  
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
John Poulos  
\_\_\_\_\_  
PRINTED NAME  
President and CEO  
\_\_\_\_\_  
TITLE  
12/30/2021  
\_\_\_\_\_  
DATE

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
  
\_\_\_\_\_  
4A8C2C24B87A45E...  
Dick Anderson  
County Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
9C2373DFD63B4FA...  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
\_\_\_\_\_  
762F86CE5F4C401...  
Richard L. Barron, Director  
Department of Registration and Elections

**EXHIBIT A****PRICING AND PAYMENT SUMMARY****1. Pricing Summary**

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
<b>Annual Hardware Fees*</b>			
<b>ICP Annual Hardware Warranty</b>	297	\$146.00	\$43,362.00
<b>ICC Annual Hardware Warranty</b>	4	\$1,200.00	\$4,800.00
<b>ICX Annual Hardware Warranty (with annual replacement toner supply**)</b>	3,324	\$136.00	\$452,064.00
<b>MBP Annual Hardware Warranty</b>	4	\$375.00	\$1,500.00
<b>Total Annual Fees:</b>			<b>\$501,726.00</b>

\* Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

\*\* For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

- 2. Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion 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 shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.



**Exhibit C (for use by State Entities)**  
To Master Solution Purchase and Services Agreement  
**FORM OF SERVICES ORDER**

THIS SERVICES ORDER ("**Services Order**") is dated this 1<sup>st</sup> day of July, 2023 ("**Services Order Effective Date**") and is subject to the terms of the State of Georgia Master Solution Purchase and Services Agreement (the "**Agreement**") dated as of July 29, 2019 between the State of Georgia and Dominion Voting Systems, Inc. (the "**Contractor**"). Pursuant to the terms of the Agreement, the Fulton County, GA is an authorized State Entity ("**State Entity**"). Unless otherwise defined herein, all capitalized terms used herein have the same meanings as is set forth in the Agreement, which is hereby incorporated by reference. The undersigned State Entity hereby orders delivery for the following pieces of Solution from Contractor. Contractor agrees to deliver the items ordered herein in accordance with the Agreement and in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, State Entity and Contractor hereby agree as follows:

In performing Services under this Services Order, Contractor shall communicate to Nadine Williams of State Entity or his/her designee.

**DESCRIPTION OF THE SERVICES.**

Project Overview. Dominion to provide additional equipment and licenses pursuant to the terms of the Agreement ("**Project**").

Services Order Purpose. The purpose of this Services Order is for Contractor to provide additional voting system equipment and licensing or other services to State Entity related to the Project.

Services Scope. Contractor is responsible for the following Services and scope, as further described and detailed below, in the context of the overall Project:

Provide Equipment and Licensing as outlined in the Description of Deliverables herein.

**SCHEDULE.**

Contractor shall complete the Services and provide any Deliverables on or before TBD. The parties agree that time is of the essence in this Agreement.

**DESCRIPTION OF DELIVERABLES.**

- 1.1 **Voting System Products.** Items provided in this Form of Services Order are State of Georgia certified voting system products as described and provided by the State Contract, in the quantities described below.
- 1.2 **Travel and Expenses included.** All costs of Contractor transportation, lodging and meal expenses are included during the Agreement Term.
- 1.3 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the State Entity at the then current Contractor list price.

PRODUCT/SERVICE	QTY	UNIT PRICE	EXTENSION
KnowInk Poll Book	138	\$708.00	\$97,704.00
		<b>Purchase Total</b>	<b>\$97,704.00</b>

ANNUAL LICENSES AND WARRANTIES*	QTY	UNIT PRICE	EXTENSION
KnowInk Poll Book Annual License	138	\$125.00	\$17,250.00
		<b>Annual Total*</b>	<b>\$17,250.00</b>

\*Contractor reserves the right to adjust the Annual Fees within three percent (3%) of the then current.

## MILESTONES

Contractor shall deliver to Contractor the Deliverables listed in the table below during the period of performance of this Services Order.

Item Number	Deliverables / Milestone	Due Date
1.	Equipment Delivery (no later than)	Previously delivered

## FEES AND EXPENSES.

The Fees for the Services shall not exceed **\$97,704.00** for the initial purchase and shall not exceed **\$17,250.00** for the annual fees, except that Contractor reserves the right to adjust the Annual Fees within three percent (3%) of the then current.

Payment Schedule – Contractor shall provide invoices to the State Entity as described below. The State Entity shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Contractor 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 shall be reimbursed by the State Entity.

ID	Invoice Date	Payment Amount
1	Equipment delivery (paid prior to execution of this Exhibit C)	<b>\$97,704.00</b>
2	Annual Fees – Beginning January 1, 2022 (Customer paid the 2022 annual fees prior to the execution of this Exhibit C)	<b>\$17,250.00</b>

Any additional services shall be set forth in an additional Statement of Work executed by the State Entity and Contractor under the Agreement or in a purchase order issued by State Entity and accepted by Contractor under the Agreement. Contractor shall be reimbursed for additional reasonable expenses if pre-approved by State Entity in writing.

## DEVIATIONS FROM TERMS OF AGREEMENT

N/A

**This Services Order is approved by:**

FULTON COUNTY, GA

DOMINION VOTING SYSTEMS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John Poulos

Title: \_\_\_\_\_

Title: President and CEO

## **AMENDMENT 4**

### **VOTING SYSTEM ACQUISITION AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND FULTON COUNTY, GA**

This Amendment 4 to the Voting System Acquisition Agreement (“Amendment 4”) is made and entered into as of this July 01, 2021 (the “Amendment 4 Effective Date”) by and between Fulton County, GA (“Customer”) and Dominion Voting Systems, Inc.

### **RECITALS**

**WHEREAS**, on May 1, 2020, the Customer and Dominion entered into a Voting System Acquisition Agreement, which was modified by Amendment 1 dated August 1, 2020, Amendment 2 dated September 15 2020, and Amendment 3 dated June 1, 2021 (the “Agreement”);

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

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

### **AMENDMENT**

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Addition of Exhibit A-4.** Exhibit A-3, attached hereto and incorporated by this references, is hereby added to the Agreement immediately following Exhibit A-2. All references to “Exhibit A” in the Agreement are hereby replaced with references to “Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A -3.”
- 3. All Other Terms.** Except as expressly amended in this Amendment 4, all other Agreement terms shall remain in full force and effect.

(signatures on following page)

**IN WITNESS WHEREOF**, the parties have executed this Amendment 4 to the Agreement to be effective as of the Amendment 4 Effective Date.

**FULTON COUNTY, GA**

**DOMINION VOTING SYSTEMS, INC.**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

### EXHIBIT A-3

TO THE VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND FULTON COUNTY, GA

#### 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 <sup>1</sup>	QTY	UNIT PRICE	EXTENSION
<b>In-Person Voting: Polling Location Hardware</b>			
ImageCast Precinct (ICP) Tabulator	25	\$3,900.00	\$97,500.00
		Sub-total:	\$97,500.00
<b>Consumables/Parts</b>			
ImageCast X Prime Technician Smart Card - Yellow	20	\$8.00	\$160.00
ICP Cleaning Sheet	50	\$20.00	\$1,000.00
		Sub-total:	\$1,160.00
Purchase Total			\$98,660.00

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

#### ANNUAL FEES

Annual Fees shall commence on July 01, 2022 .

DESCRIPTION <sup>2</sup>	QTY	UNIT PRICE	EXTENSION
<b>Annual Licenses</b>			
ImageCast Precinct (ICP) Annual Firmware License	25	\$228.00	\$5,700.00
		Sub-total:	\$5,700.00
<b>Annual Warranties</b>			
ImageCast Precinct Annual Hardware Warranty	25	\$135.00	\$3,375.00
		Sub-total:	\$3,375.00
		<b>Annual Total</b>	\$9,075.00

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

2. **Payment Schedule** - Dominion 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 Dominion 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 Dominion) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount
1	Paid in 2021	07/01/2021	\$ 98,660.00
2	Annual Fees	Beginning 07/01/2022	\$9,075.00 (subject to annual increases described above)

### 3. Product Description

#### 3.1. *Product Description*

- **ImageCast® Precinct Tabulator (ICP).** ImageCast® Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box. The ImageCast consists of the following:
  - Two (2) optical imaging scanners for creating duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - Linux Operating System.
  - Two (2) SD memory card ports for storage capabilities. Two (2) 16GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).
  - An integrated interactive electronic display in the form of an ultra-high contrast graphical color 5.7” LCD screen, and a built-in touch screen for administration purposes.
  - An internal 3” thermal printer and one (1) 3” paper roll for generating reports.
  - One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such as control, data confidentiality and integrity functions.
  - A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast must be 8.5” wide by a variable length (11”, 14”, 17”, and 22”). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
  - An internal battery which meets or exceeds certification standards.
  - Patented functionality known as AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts below:

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

3.2. ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

3.3. ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

3.4. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

**FULTON COUNTY**  
**PURCHASING DEPARTMENT**  
 130 Peachtree St. SW Suite 1168  
 Atlanta, GA 30303-3459  
 Phone # (404) 612-5800

# PURCHASE ORDER

Page 1 of 2

**Invoices must be forwarded to:**

Fulton County Registration and Elections  
 130 Peachtree St S. W.  
 Suite 2186  
 Atlanta, GA 30303

**To:**

DOMINION VOTING SYSTEMS, INC.  
 1201 18th Street, Suite 210

Denver, CO 80202

**Contact:** Tuyet Ha

**Purchase Order Number:**

PO 265 21SC130765OM-MH

**Purchase Order Date:**

06/22/21

**Delivery Date:**

**Ship To Address:**

Registration And Elections  
 130 Peachtree Street S.W.  
 Suite 2186  
 Atlanta, GA 30303

**F.O.B.:**

**Vendor No.:** VS0000038315

**Special Instructions:**


BOC#21-0452

BOC Date: 06/16/21

Line	Commodity Code / Description	Quantity	Unit(s)	Unit Price	Total Amount
1	57834 Election & Voter Equipment & Supplies, Electronic Purchase of 25 ImageCast Precinct Tablulators	25.00	EA	\$ 3900.00	\$97,500.00
2	57834 Election & Voter Equipment & Supplies, Electronic Purchase of five (50 ImageCast x Prime Technician Smart Card - Yellow	20.00	EA	\$ 8.00	\$160.00
3	57834 Election & Voter Equipment & Supplies, Electronic Purchase of 50 ICP Cleaning Sheets	50.00	EA	\$ 20.00	\$1,000.00

DEVIATION FROM PRICES STATED IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER

**NOTE: NOT VALID ORDER WITHOUT ACCEPTANCE OF TERMS AND CONDITIONS ON LAST PAGE.**

Purchasing Agent	Refer Question To:	Purchase Order Total
SIGNATURE DocuSigned by:  E4F13A8BBB2D4A2...	<b>Buyer:</b> MARK HAWKS <b>Phone #:</b> 404-612-5812	\$98,660.00

**VENDOR COPY**



**FULTON COUNTY****PURCHASING DEPARTMENT**

130 Peachtree St. SW Suite 1167

Atlanta, GA 30303-3459

Phone # (404) 612-5800

**PURCHASE ORDER**

Page 2 of 2

<b>Purchase Order Number:</b>
PO 265 21SC130765OM-MH
<b>Purchase Order Date:</b>
06/22/21
<b>Delivery Date:</b>
<b>Vendor No.:</b>
VS0000038315

## FULTON COUNTY PURCHASING DEPARTMENT "INSTRUCTIONS AND CONDITIONS"

Vendor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed. The County shall review invoices for approval. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs are not in accordance to the accepted quote/Bid/Proposal or as determined by the County, or are in excess of the actual stage of completion.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:****OR****Via Email:**Email: **Accounts.Payable@fultoncountyga.gov**

Fulton County Government

141 Pryor Street, SW

Suite 7001

Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information (i.e. phone, fax, email, contact person name)
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity
- 3) Fulton County Department Information (needed for invoice)
  - a. Department Name
  - b. Department Representative Name
- 4) Cash discounts must be specified on the invoice

**Time of Payment:** The County shall make payments within thirty (30) days after receipt of a proper invoice.

This Purchase Order, together with the Vendor's written Quote/Bid/Proposal, form a binding agreement based upon the agreed terms between the parties.

The Purchasing Department is the only authority for transactions under this order. The Vendor is cautioned not to accept contrary instructions or conditions from any source other than the Purchasing Department Representative. Should the vendor receive, from any source, contrary instructions or conditions, the Purchasing Department Representative should be notified immediately.

Any changes or modifications to the underlying transaction shall not become effective or binding unless authorized in writing by the Purchasing Agent.

The County is exempt from Georgia State Tax and Federal Excise Tax (#58-6001729). Exemption Certificates will be issued upon request from the Purchasing Department.

VENDOR COPY

TMP-0903

<b>Training Voting Equipment</b>	<b>Qty</b>	<b>Unit price</b>	<b>Extension</b>
● ImageCast Precinct Tabulator	25	\$3,900	\$97,500
ImageCast X Kit-Prime(aluminum)BMD(501)	100	\$3,500	\$350,000
UPS-CyberPower 1500VA	50	\$800	\$40,000
Bag-BMD Printer Transport-M501dn	100	\$63	\$6,300
AIT Kit-ICX-USB	100	\$375	\$37,500
● ImageCast x Prime Technician Smart Card-Yellow	25	\$8	\$162
● ICP Cleaning Sheet	50	\$20	\$1,000
			<b>\$532,462</b>

<b>Advance Voting Equipment</b>	<b>Qty</b>		
ImageCast Precinct Tabulator	55	\$3,900	\$214,500
ImageCast X Kit-Prime(aluminum)BMD(501)	550	\$3,500	1,925,000
UPS-CyberPower 1500VA	275	\$800	\$220,000
Bag-BMD Printer Transport-M501dn	550	\$63	\$34,650
AIT Kit-ICX-USB	50	\$375	\$18,750
ICP Cleaning Sheet	50	\$20	\$1,000
ImageCast X Kit-Prime Poll Worker Smart Card-Orange	200	\$8	\$1,600
High Speed Media Reader-USB 3.0 UDMA	3	\$34.50	\$103.50
			<b>2,415,603.50</b>

## McCloud, Brenda

---

**From:** Strong-Whitaker, Felicia  
**Sent:** Monday, June 14, 2021 9:24 AM  
**To:** Barron, Richard L.; Eskridge, Patrick; Williams, Nadine  
**Cc:** McCloud, Brenda; Jenkins, Donna; Whitmore, Sharon  
**Subject:** FW: [EXTERNAL] FW: DocuSign link

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning All,

See email below from Barry Herron regarding the equipment from Dominion that we can receive before June 30<sup>th</sup>. I will need to revise the agenda item accordingly, I will forward the new amount once I review the original cost proposal



Felicia Strong-Whitaker, CPPO, MCA  
Chief Purchasing Agent  
Department of Purchasing & Contract Compliance  
404-612-4210 (office)  
404-718-0197 (cell)  
Connect with Fulton County:  
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

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**From:** Barry Herron [mailto:barry.herron@dominionvoting.com]  
**Sent:** Friday, June 11, 2021 2:56 PM  
**To:** Strong-Whitaker, Felicia  
**Cc:** Barry Herron  
**Subject:** RE: [EXTERNAL] FW: DocuSign link

Felicia,

I do not have good news. This is what we can send by the end of the month:

25 ImageCast Precinct Tabulators  
50 UPS 25 Technician Yellow smart card  
50 cleaning sheets

That is not what you need.

Below is the status of major items:

100 ATI KITS – by the end of August  
100 ICX Tablets – could be September (we just fulfilled an Ohio County order for 1,500 that was under contract since January 2021)  
100 BMD 501 Printers – similar time frame as ICX  
100 BMD transport bags – similar to above

If our suppliers ship us product before expected dates, we will be able to fulfill the order sooner than stated.

I apologize, but products of all kinds and industries are way behind normal lead times since COVID's shut down.

We will do the best we can.

Thank you for all your confidence in Dominion. We treasure your partnership.

Barry

**BARRY HERRON | REGIONAL SALES MANAGER – DEALER MANAGER**

**DOMINION VOTING**

1201 18<sup>th</sup> Street Suite 210, Denver, CO 80202  
1.866.654.8683 x 9250 | DOMINIONVOTING.COM

419-350-8455 MOBILE

**From:** Strong-Whitaker, Felicia <[Felicia.Strong-Whitaker@fultoncountyga.gov](mailto:Felicia.Strong-Whitaker@fultoncountyga.gov)>

**Sent:** Friday, June 11, 2021 1:48 PM

**To:** Barry Herron <[barry.herron@dominionvoting.com](mailto:barry.herron@dominionvoting.com)>

**Subject:** Re: [EXTERNAL] FW: DocuSign link

Perfect! You will receive signed PO shortly via DocuSign. Don't forget to let me know about the equipment as soon as you can.

Sent from my iPhone

On Jun 11, 2021, at 1:01 PM, Barry Herron <[barry.herron@dominionvoting.com](mailto:barry.herron@dominionvoting.com)> wrote:

John Poulos our President intercepted the documents, signed them and sent them back.

Barry

REGIONAL SALES MANAGER/DEALER MANAGER DOMINIONVOTING.COM

419-350-8455 MOBILE

---

**From:** Strong-Whitaker, Felicia <[Felicia.Strong-Whitaker@fultoncountyga.gov](mailto:Felicia.Strong-Whitaker@fultoncountyga.gov)>

**Sent:** Friday, June 11, 2021 12:09:45 PM

**To:** Barry Herron <[barry.herron@dominionvoting.com](mailto:barry.herron@dominionvoting.com)>

**Subject:** [EXTERNAL] FW: DocuSign link

**Certificate Of Completion**

Envelope Id: F355574B99A841A79032A7DC9E8F4179

Status: Completed

Subject: Please DocuSign: Dominion Tabulators 6.16.21.pdf, PO Dominion Tabulators 6-22-21.pdf

Parcel ID:

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mark Hawks

AutoNav: Enabled

141 Pryor Street

Enveloped Stamping: Enabled

Purchasing &amp; Contract Compliance, Suite 1168

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Atlanta, GA 30303

mark.hawks@fultoncountyga.gov

IP Address: 74.174.59.4

**Record Tracking**

Status: Original

Holder: Mark Hawks

Location: DocuSign

6/22/2021 8:41:18 AM

mark.hawks@fultoncountyga.gov

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Pool: StateLocal

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Location: DocuSign

**Signer Events****Signature****Timestamp**

Felicia Strong-Whitaker

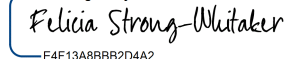
felicia.strong-whitaker@fultoncountyga.gov

Director Purchasing &amp; Contract Compliance

Fulton County Government

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



E4F13A8BBB2D4A2...

Sent: 6/22/2021 8:56:21 AM

Viewed: 6/22/2021 9:02:33 AM

Signed: 6/22/2021 9:02:39 AM

Signature Adoption: Pre-selected Style

Using IP Address: 73.137.155.91

**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Brenda McCloud

Brenda.Mccloud@fultoncountyga.gov

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/22/2021 9:02:41 AM

Viewed: 6/23/2021 7:07:52 AM

**Electronic Record and Signature Disclosure:**

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ID: 372a81d4-75c9-444f-9d08-223ab0c6e5fb

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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6/22/2021 8:56:21 AM

Certified Delivered

Security Checked

6/22/2021 9:02:33 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/22/2021 9:02:39 AM
Completed	Security Checked	6/22/2021 9:02:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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