

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

This Fifth Amendment to the Voting System Acquisition Agreement (“Fifth Amendment”) is made and entered into as of this January 1, 2025 (the “Fifth Amendment 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 (the “Original Agreement”);

**WHEREAS**, on August 1, 2020, the Customer and Dominion entered into a First Amendment to the Voting System Acquisition Agreement (“First Amendment”);

**WHEREAS**, on September 15, 2020, the Customer and Dominion entered into a Second Amendment to the Voting System Acquisition Agreement (“Second Amendment”);

**WHEREAS**, on June 1, 2021, the Customer and Dominion entered into a Third Amendment to the Voting System Acquisition Agreement (“Third Amendment”);

**WHEREAS**, on July 1, 2021, the Customer and Dominion entered into a Fourth Amendment to the Voting System Acquisition Agreement (“Fourth Amendment”) (collectively the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are referred to herein as the “Agreement”);

**WHEREAS**, on July 1, 2023, the Customer and Dominion entered into a Services Order pursuant to the terms of the State of Georgia Master Solution Purchase and Services Agreement (the “Services Order”);

**WHEREAS**, the Customer and Dominion desire to amend the Agreement, including by incorporating the fees currently due under the Services Order into the Agreement; and

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

**AMENDMENT**

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

**“Term of Agreement.** The Term of the Agreement shall begin on the Effective Date and shall continue until December 31, 2025. This Agreement shall

automatically renew on an annual basis for an additional four (4) years, subject to the warranty fees and terms defined in Exhibit A-4. The County, at its sole discretion, may choose to terminate this 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.”

- 3. Replacement of Exhibit A.** Exhibit A-4 , attached hereto and incorporated herein by this reference, is hereby added to the Agreement immediately following Exhibit A-3. All references to “Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3” in the Agreement are hereby replaced with references to “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4.”
- 4. Amendment of Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3.** All references to ongoing license and warranty payments due after the Fifth Amendment Effective Date are hereby deleted from Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3. All ongoing license and warranty payments due after the Fifth Amendment Effective Date are listed in Exhibit A-4.
- 5. Services Order.** The Parties agree that following the Fifth Amendment Effective Date, no additional payments will be due under the Services Order.
- 6. 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.

**FULTON COUNTY, GEORGIA**

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

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DATE:

Attest: \_\_\_\_\_  
Tonya R. Grier, Clerk to Commission

**APPROVED AS TO FORM:**

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Y. Soo Jo, County Attorney

**APPROVED AS TO SUBSTANCE:**

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Nadine Williams, Director  
Fulton County Department of Registration  
and Elections

[Signatures Continued on Following Page]

**Dominion Voting Systems, Inc.**

Signed by:  
  
25A4931427D54E7...  
**AUTHORIZED SIGNATURE**

John Poulos

**PRINTED NAME**

President & CEO

**TITLE**

8/1/2025

**DATE**

**EXHIBIT A-4**

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

**ANNUAL FEES**

Annual Fees shall commence on January 01, 2025.

<b>DESCRIPTION<sup>2</sup></b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>Term: Jan 1, 2025 - Dec 31, 2025</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
ICP Annual License (pro-rated 8 months May 1 2025 - Dec 31 2025)	65	\$ 176.21	\$ 11,453.65
ICC Annual License - G2140 (pro-rated 7 months Jun 1 2025 - Dec 31 2025)	7	\$ 1,641.37	\$ 11,489.59
ICC Annual Warranty - G2140 (pro-rated 7 months Jun 1 2025 - Dec 31 2025)	7	\$ 956.14	\$ 6,692.98
ICP Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	153	\$ 106.93	\$ 16,360.29
ICX Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	350	\$ 70.34	\$ 24,619.00
Pollbook Annual License (pro-rated 5 months Aug 1 2025 - Dec 31 2025)	500	\$ 58.62	\$ 29,310.00
ICC Annual Warranty (pro-rated 2 months + 24 days Jan 1 2025 - Mar 24 2025)	4	\$ 303.02	\$ 1,212.08
ICP Annual Warranty	297	\$ 159.54	\$ 47,383.38
ICX Annual Warranty (pro-rated 2 months + 24 days Jan 1 2025 - Mar 24 2025)	3,324	\$ 34.36	\$ 114,212.64
MBP Annual Warranty	4	\$ 409.78	\$ 1,639.12
ICP Annual License (pro-rated 6 months Jul 1 2025 - Dec 31 2025)	25	\$ 124.57	\$ 3,114.25
ICP Annual Warranty (pro-rated 6 months Jul 1 2025 - Dec 31 2025)	25	\$ 73.76	\$ 1,844.00
Pollbook Annual License	138	\$ 136.59	\$ 18,849.42
			<b>\$ 288,180.40</b>

<b>Term: Jan 1, 2026 - Dec 31, 2026</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
ICP Annual License	65	\$ 264.32	\$ 17,180.80
ICC Annual License - G2140	7	\$ 2,813.77	\$ 19,696.39
ICC Annual Warranty - G2140	7	\$ 1,639.09	\$ 11,473.63
ICP Annual License	153	\$ 256.62	\$ 39,262.86
ICX Annual License	350	\$ 168.83	\$ 59,090.50
Pollbook Annual License	500	\$ 140.69	\$ 70,345.00
ICP Annual Warranty	297	\$ 164.33	\$ 48,806.01
MBP Annual Warranty	4	\$ 422.07	\$ 1,688.28
ICP Annual License	25	\$ 249.15	\$ 6,228.75
ICP Annual Warranty	25	\$ 147.52	\$ 3,688.00
Pollbook Annual License	138	\$ 140.69	\$ 19,415.22
			<b>\$ 296,875.44</b>

<b>Term: Jan 1, 2027 - Dec 31, 2027</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
ICP Annual License	65	\$ 272.25	\$ 17,696.25
ICC Annual License - G2140	7	\$ 2,898.18	\$ 20,287.26
ICC Annual Warranty - G2140	7	\$ 1,688.26	\$ 11,817.82
ICP Annual License	153	\$ 264.32	\$ 40,440.96
ICX Annual License	350	\$ 173.89	\$ 60,861.50
Pollbook Annual License	500	\$ 144.91	\$ 72,455.00
ICP Annual Warranty	297	\$ 169.26	\$ 50,270.22
MBP Annual Warranty	4	\$ 434.73	\$ 1,738.92

ICP Annual License	25	\$ 256.62	\$ 6,415.50
ICP Annual Warranty	25	\$ 151.95	\$ 3,798.75
Pollbook Annual License	138	\$ 144.91	\$ 19,997.58
			<b>\$ 305,779.76</b>

Term: Jan 1, 2028 - Dec 31, 2028			
Description	Quantity	Unit Price	Extended Price
ICP Annual License	65	\$ 280.42	\$ 18,227.30
ICC Annual License - G2140	7	\$ 2,985.13	\$ 20,895.91
ICC Annual Warranty - G2140	7	\$ 1,738.91	\$ 12,172.37
ICP Annual License	153	\$ 272.25	\$ 41,654.25
ICX Annual License	350	\$ 179.11	\$ 62,688.50
Pollbook Annual License	500	\$ 149.26	\$ 74,630.00
ICP Annual Warranty	297	\$ 174.34	\$ 51,778.98
MBP Annual Warranty	4	\$ 447.77	\$ 1,791.08
ICP Annual License	25	\$ 264.32	\$ 6,608.00
ICP Annual Warranty	25	\$ 156.51	\$ 3,912.75
Pollbook Annual License	138	\$ 149.26	\$ 20,597.88
			<b>\$ 314,957.02</b>

Term: Jan 1, 2029 - Dec 31, 2029			
Description	Quantity	Unit Price	Extended Price
ICP Annual License	65	\$ 288.83	\$ 18,773.95
ICC Annual License - G2140	7	\$ 3,074.68	\$ 21,522.76
ICC Annual Warranty - G2140	7	\$ 1,791.08	\$ 12,537.56
ICP Annual License	153	\$ 280.42	\$ 42,904.26
ICX Annual License	350	\$ 184.48	\$ 64,568.00
Pollbook Annual License	500	\$ 153.74	\$ 76,870.00
ICP Annual Warranty	297	\$ 179.57	\$ 53,332.29
MBP Annual Warranty	4	\$ 461.20	\$ 1,844.80
ICP Annual License	25	\$ 272.25	\$ 6,806.25
ICP Annual Warranty	25	\$ 161.21	\$ 4,030.25
Pollbook Annual License	138	\$ 153.74	\$ 21,216.12
			<b>\$ 324,406.24</b>

To the extent this Agreement is extended beyond December 31, 2029, commencing with the January 1, 2030 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.