

FIRST AMENDMENT

VOTING SYSTEM HARDWARE PURCHASE AND RENTAL WITH OPTION TO PURCHASE BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND KENAI PENINSULA BOROUGH

This First Amendment to the Voting System Hardware Purchase and Rental with Option to Purchase ("First Amendment") is made and entered into as of this 3rd Day of November 2022 (the "First Amendment Effective Date") by and between the Kenai Peninsula Borough, AK ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS, on May 1, 2021, the Customer and Dominion entered into a Voting System Hardware Purchase and Rental with Option to Purchase (the "Agreement"); and

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. **Amendment of Paragraph 11.1.** Paragraph 11.1 is hereby deleted in its entirety and replaced with the following:

"11.1 Dominion Hardware Warranty Terms. Dominion Warrants that when used with the configuration approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications. The Dominion Hardware Warranty shall remain in effect during the Agreement term. If any system component is shipped from the Customer to Dominion in connection with the Warranty described in this Section 11 on or after the First Amendment Effective Date, Customer will pay all freight and shipping charges to deliver the relevant system component(s) to Dominion. Dominion will pay any associated freight and shipping charges to return the relevant system component(s) to Customer.

3. **All Other Terms.** Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

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

KENAI PENINSULA BOROUGH

DOMINION VOTING SYSTEMS,
A Delaware Corporation

John Blankenship
AUTHORIZED SIGNATURE


AUTHORIZED SIGNATURE

JOHN BLANKENSHIP
PRINTED NAME

John Poulos
PRINTED NAME

BOROUGH CLERK
TITLE

President & CEO
TITLE

11-18-22
DATE

11/28/22
DATE