

Dominion Contract Review

3-8-24

Updated 3/1/25

Contract:

Managed Services Agreement By and Between Dominion Voting Systems, Inc. and Riverside County, CA. 6/03/19. Includes Exhibit A, Pricing and Deliverables Description, and Exhibit B, Software License Terms and Conditions

Riverside System:

Central Scanning Solution:

Image Cast Control Kit: 10 scanners, version 5.10A

California will be going to a newer version of the system, 5.19, in the near future

Polling Location Hardware

Image Cast X BMD Kits with ICX firmware. Includes 700 BMDs, version 5.10A

Image Cast Evolution Ballot Counter; precinct based optical scan tabulator (not listed in this contract)

Election Management Hardware

Democracy Suite EMS Server Kits (2)

EMS Client Workstations (4)

Adjudication workstations

Dominion Software

Democracy Suite (EMS) Light Application

Includes Report Tally and Reporting, RTR, application

Key Contract provisions:

5. Prohibited Acts. The Licensee shall not, without written permission of Licensor:

5.1 Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of backup;

5.2. Reverse engineer, disassemble, decompile, decipher, or analyze the Software in whole or in part

16. Termination

16.1 For default: In the event either party violates any provision 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) business days. In the event the isolating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, 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.

Exhibit B, 7.1 Software Warranty Terms

Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements" in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades

pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

Exhibit B, 7.2. Corrections

If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

California Voting Systems Standards

P8, 9: Refers to accuracy, correctness

- Accuracy in the recording and processing of voting data, as measured by report total error rate
- Software evaluation – Software evaluation looks at programming completeness, consistency, correctness, modifiability, structure, and traceability, along with its modularity and construction. The code inspection is followed by a series of functional tests to verify the proper performance of all system functions controlled by the software.

P107

5.4.2 System Readiness Audit Records

f. If required and provided, the ballot reader and arithmetic-logic unit shall be evaluated for accuracy, and the system shall record the results. It shall allow the processing or simulated processing of sufficient test ballots to provide a statistical estimate of processing accuracy

P110

5.6.2 Source Code Review

c. The test lab shall verify the efficacy of built-in measurement, self-test, and diagnostic capabilities of the voting system, including those that support logic and accuracy testing and any others.

P164

9.7.2 Test Specifications

The manufacturer shall provide specifications for verification and validation of overall software performance. These specifications shall cover:

c. Processing accuracy

Key Points

- Software is proprietary and may not be analyzed
- System includes approximately 2 million lines of code which was not thoroughly reviewed when certified by the state of California
- The system must meet California law, i.e. election codes, and HAVA accessibility standards. There is no other mention of Federal requirements in the contract.

- If the system does not meet requirements, Dominion may correct the issue per Exhibit B, 7.2. In the event the issue cannot be corrected, terms of contract termination are included in section 16.1.