

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO VOTEC'S AGREEMENT FOR VOTER KIOSKS

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and VOTEC Corporation ("VOTEC"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted VOTEC's Proposal (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of voter kiosks and related software licenses (the "Product"); and

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and VOTEC are hereby amended as follows:

1. **Scope of Services.** VOTEC will render Product to County as described in VOTEC's Proposal (Exhibit A) and as described in this Addendum.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** VOTEC clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Ninety-Nine Thousand, Four Hundred Seventy-Five and 00/100 dollars (\$199,475.00), specifically allocated to fully discharge any and all liabilities County may incur. VOTEC does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that VOTEC may become entitled to and the total maximum sum that County may become liable to pay to VOTEC shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Nine Thousand, Four Hundred Seventy-Five and 00/100 dollars (\$199,475.00).
4. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
4. **Confidential Information.** VOTEC expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by VOTEC shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information

and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless VOTEC for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by VOTEC in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, VOTEC verifies VOTEC does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.252 Acknowledgment: By signature below, VOTEC represents pursuant to § 2252.152 of the Texas Government Code, that VOTEC is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VOTEC ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
9. **Product Assurance.** VOTEC represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by VOTEC to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. VOTEC will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of VOTEC's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and VOTEC's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
10. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
11. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

12. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
13. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
14. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

VOTEC CORPORATION


John Medcalf, CEO


4/29/2020

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:



John Oldham, Elections Administrator

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: VOTEC's Proposal

EXHIBIT A



Expert Election Management Software

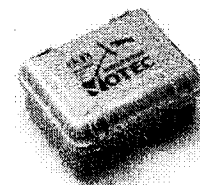
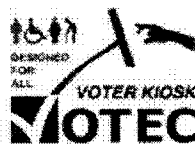
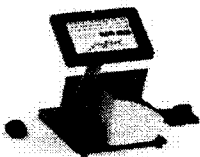
PROPOSAL TO INSTALL VOTESAFE™ WelcomeVoter™ Kiosks Fort Bend County, Texas

VOTEC Corporation provides election management and voter registration services to counties throughout the U.S. We have been working in this field since 1979 and are considered the proven leader in election management solutions. VOTEC has a dedicated compliance resource coupled with local support resources to assure your success with this transition.

VOTEC WelcomeVoter Kiosk Features

The WelcomeVoter Kiosk puts the check-in process in the hands of the voter. It also provides each voter with the desired and required uniform voting experience:

- Uniform and Nondiscriminatory Election Technology and Administration per HAVA.
- Allows the voter to verify their personal information privately and independently.
- Walks the voter through the authorization to vote process by presenting legal instructions and choices on a voter display screen.
- Provides accessibility for the voters who are deaf and hard of hearing and/or have low vision.
- Provides the poll worker a pre-cabled package that only requires the power cord to bring the system up.
- Provides all standard poll book peripherals including a label printer and a driver's license scanner
- Maintains the look and feel of VoteSafe in use in Texas since 2007.





Expert Election Management Software

Based on your requested quantities, we propose:

DESCRIPTION	QTY	UNIT	TOTAL
Bundled WelcomeVoter Kiosk Pricing* Configuration includes: Poll Worker Laptop with Windows 10 LTSC license, Voter Display Tablet, Brother Label Printer, Bar Code Mag Swipe, Equipment Platform and Custom Case.	145	\$1,135.00	\$164,575.00
VoteSafe Field System (Kiosk) software licenses	40	\$800.00	\$32,000.00
Shipping at cost but not to exceed \$30 per kiosk	145	\$20.00	\$2,900.00
TOTAL			\$199,475.00
Software Support Starting One Year After First Use	40	\$180.00	\$7,200.00
Optional Hardware Warranty Starting One Year After First Use	145	\$45.40	\$6,583.00

The above order to be delivered before October 1, 2020 if ordered by June 30, 2020.

Current VoteSafe licensing for 105 seats will transition to the WelcomeVoter Kiosk.

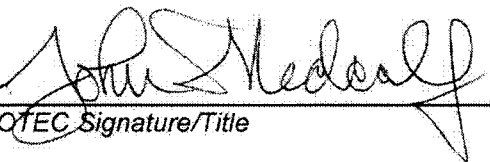
VOTEC has extensive experience in Texas with both ES&S & Hart InterCivic interfacing with their voting systems. Additionally, VOTEC provides Texas focused support with staff in Austin, Belton, and South Texas. Last November there were over 2,000 WelcomeVoter Kiosks in use nationally.

Due to 2019 Texas legislation requiring certification of electronic poll books, VOTEC will need to transition your server software to the cloud using Amazon Web Services (AWS).

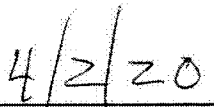
All prices guaranteed through June 30, 2020.

All VOTEC VoteSafe WelcomeVoter Kiosk hardware comes with a 1 year (from date of delivery) warranty. VOTEC offers an extended annual warranty for subsequent years at a cost of 4% (4 percent) of the original price (\$45.40 per Kiosk, per year).

Fort Bend County would like to enter into a contract to buy WelcomeVoter Kiosks and will further this matter in coming days. This agreement of intent does not commit "Customer" to purchase or lease Kiosks but only to properly plan for this conversion. Parties mutually agree not to disclose information covered in this proposal except where necessary to negotiate specific contract terms. This proposal is good for 60 days.



VOTEC Signature/Title



Date

Customer Signature/Title

Date

VOTEC CORPORATION — 10920 Via Frontera, #110
800.348.6832

San Diego, CA 92127
www.votec.net