

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.

5. **Limit of Appropriation.** ES&S 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 Four Hundred Fifty-Five Thousand Five Hundred Thirty and 23/100 dollars (\$455,530.23), specifically allocated to fully discharge any and all liabilities County may incur. ES&S does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ES&S may become entitled to and the total maximum sum that County may become liable to pay to ES&S shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Fifty-Five Thousand Five Hundred Thirty and 23/100 dollars (\$455,530.23), In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** ES&S 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 ES&S 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.
7. **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 ES&S for any reason are hereby deleted.
8. **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 ES&S in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Novatech hereby verifies that Novatech and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Novatech does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Novatech does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Novatech does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute, unless otherwise specified in the Agreement.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ES&S 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.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

13. **Use of Customer Name.** ES&S may use County's name without County's prior written consent only in any ES&S' customer lists, any other use must be approved in advance by County.
14. **Software Assurance.** ES&S represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Software") furnished by ES&S to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. ES&S 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 ES&S' Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and ES&S' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
15. **Performance Warranty.** ES&S warrants to County that ES&S has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ES&S will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
16. **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.
17. **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.
18. **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.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
20. **Compliance with Laws.** ES&S shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, ES&S shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

21. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

ELECTIONS SYSTEMS & SOFTWARE, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Jared Plath

Authorized Agent- Printed Name

ATTEST:

SVP and CFO

Title

Laura Richard, County Clerk

03/16/2026

Date

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: ES&S' Invoice Invoice Number CD2134964

Exhibit B: Sole Source Letter

EXHIBIT A



Election Systems & Software, LLC
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683



Invoice

Invoice Date
11/25/25
 Due Date
1/1/26
 Customer Number
38887
 Customer's PO No

ORIGINAL

Invoice Number
CD2134964
 Order Number
1121707
 Election Date

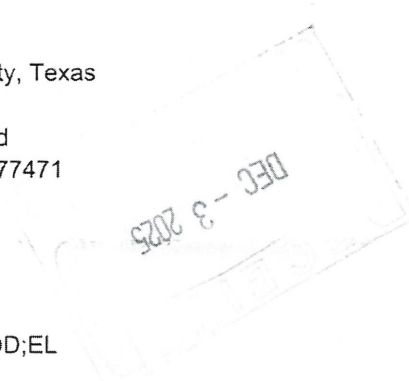
Page
1 (2)

Invoice Address

FORT BEND COUNTY, TEXAS
 FORT BEND COUNTY AUDITOR
 301 JACKSON ST
 RICHMOND TX 77469-3108

Delivery Address

Fort Bend County, Texas
 Elections
 3730 Bamore Rd
 Rosenberg, TX 77471



Invoice for Service Contract: 2642, DS4-2;DS2-300;EV-1700;ET-300;EW;BOD;EL

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	HMA - DS450 Extended Warranty with Annual Maintenance 01-JAN-26 to 31-DEC-26	2.00	EA	3,009.825	0.00	0.00	6,019.65
2	Electionware PYO Standard - Renewal License Fee 01-JAN-26 to 31-DEC-26	1.00	EA	45,072.962	0.00	0.00	45,072.96
3	Electionware Additional Synthesized Audio - Renewal License Fee 01-JAN-26 to 31-DEC-26	1.00	EA	2,635.910	0.00	0.00	2,635.91
4	ExpressLink Software License - Renewal License Fee 01-JAN-26 to 31-DEC-26	1.00	EA	4,644.224	0.00	0.00	4,644.22
5	Electionware Regional Transmission - Renewal License Fee 01-JAN-26 to 31-DEC-26	1.00	EA	6,892.169	0.00	0.00	6,892.17
6	Balotar Software License Renewal License Fee 01-JAN-26 to 31-DEC-26	1.00	EA	2,840.250	0.00	0.00	2,840.25
7	Firmware License - ExpressVote 1/2.1 BMD 01-JAN-26 to 31-DEC-26	1,700.00	EA	70.644	0.00	0.00	120,094.80
8	Firmware License - DS450 01-JAN-26 to 31-DEC-26	2.00	EA	1,711.637	0.00	0.00	3,423.27
9	HMA - DS200 Extended Warranty with Annual Maintenance 01-JAN-26 to 31-DEC-26	300.00	EA	168.000	0.00	0.00	50,400.00
10	HMA - ExpressVote 1/2.1 BMD Extended Warranty with Annual Maintenance 01-JAN-26 to 31-DEC-26	1,700.00	EA	110.250	0.00	0.00	187,425.00
11	Firmware License - DS200 01-JAN-26 to 31-DEC-26	300.00	EA	86.940	0.00	0.00	26,082.00



Election Systems & Software, LLC
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683



Invoice

Invoice Date
 11/25/25
 Due Date
 1/1/26
 Customer Number
 38887
 Customer's PO No

ORIGINAL

Invoice Number
 CD2134964
 Order Number
 1121707
 Election Date

Page
 2 (2)

Sub Total Amount **455,530.23**

Total Exclusive Tax **455,530.23**

Total Tax **0.00**
 Invoice Amount **455,530.23**

Customer Number
 38887

Invoice Number
 CD2134964

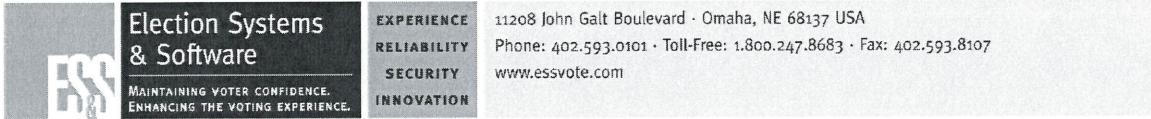
INVOICE AMOUNT
 455,530.23

Election Systems & Software
 ABA Routing No: 071000039
 Account No: 5800923558

TX: Texas

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

EXHIBIT B



February 16, 2026

VIA ELECTRONIC MAIL

Ms. Sarah Sanchez
Fort Bend County Purchasing
301 Jackson Street, Suite 201
Richmond, TX 77469

**RE: Election Systems & Software, LLC (“ES&S”) Equipment, Software
and Support Services**

Dear Ms. Sanchez:

This letter is in response to the Fort Bend County, Texas (“County”) request for information regarding ES&S’ proprietary election equipment, proprietary election software, supplies and election support services. This letter provides the County with information on ES&S’ proprietary Model DS200® precinct and central count scanner, ES&S Proprietary ExpressVote®, ES&S’ proprietary Model DS450® central count scanner and ES&S’ Proprietary ExpressTouch® (the “ES&S Equipment”), as well as ES&S’ proprietary ES&S Equipment firmware (the “ES&S Software”) and ESS&S ballot stock and other components and supplies.

Please be advised that ES&S owns all patents, copyrights and trademarks (“Intellectual Property”) associated with the ES&S Equipment. As such, ES&S is the sole and exclusive developer and manufacture of the ES&S Equipment and ES&S Software and only ES&S may sell the ES&S Equipment in the marketplace. Further, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component (maintenance) parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S and ES&S trained technicians can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as all ES&S Equipment certified both at the federal and State level requires the replacement of the same certified component parts which were included in the ES&S Equipment at the time such ES&S Equipment was certified. By purchasing the ES&S Equipment from ES&S as well as utilizing ES&S for the performance of preventative and repair maintenance and support services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

Ms. Sarah Sanchez
Fort Bend County Purchasing
February 16, 2026
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With respect to the ES&S Software, please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all Intellectual Property in its proprietary ES&S Software. Furthermore, only ES&S can provide help desk support services for the ES&S Software, as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

With respect to other ES&S components and supplies, including the DS200 Blue Tote Bins and ExpressTouch booths and stands, the components and supplies being provided to the County by ES&S meet ES&S' specifications and have been certified for use with ES&S' voting system products. As you are aware, only ES&S may certify its voting systems including all components and supplies. This is important to note as ES&S' voting systems are certified both at the Federal and State level and require the replacement and use of the same certified component and supplies which were included in ES&S' voting systems at the time such ES&S voting systems were certified. By purchasing ES&S components and supplies from ES&S, the County will be assured that all components and supplies installed in and used with ES&S' voting systems will be in compliance with both the federal and state certification requirements.

With respect to any contemplated purchase of additional ES&S Equipment, Blue Tote Bins and ExpressTouch booths and stands and other components and supplies, that such purchase will work seamlessly and in conjunction with the County's current Voting System.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Anderson", written in a cursive style.

Eric Anderson
General Counsel

cc: Danda Parker, ES&S