STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO ADDENDUM TO ELECTION SYSTEMS & SOFTWARE, LLC'S AGREEMENT

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Election Systems & Software, LLC, ("ES&S"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, on or about April 9, 2026, the parties executed and accepted that certain Addendum to Election Systems & Software, LLC's Agreement (hereinafter the "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services, to increase the Total Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
2. **Scope of Services.** County shall pay Contractor an additional Fifty-Seven Thousand and 00/100 dollars ($57,000.00) for the performance and completion of additional services as described in Purchase Order Agreement, attached as Exhibit "A-1," to this Amendment and incorporated by reference for all intents and purposes.
3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Ninety-Seven Thousand Three Hundred and 00/100 dollars (197,300.00), authorized as follows:

$140,300.00	under the Agreement
$57,000.00	under this Amendment
TOTAL	**$197,300.00**

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and

agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Ninety-Seven Thousand Three Hundred and 00/100 dollars (197,300.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Seven Thousand Three Hundred and 00/100 dollars (197,300.00).

4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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IN WITNESS WHEREOF, this Amendment 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 Amendment 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

_____
Presiding Officer

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

ELECTIONS SYSTEMS & SOFTWARE, LLC

_____
Authorized Agent – Signature

Jared Platth
Authorized Agent – Printed Name

SVP & CFO
Title

08/14/2026
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$**_____ to accomplish and pay the obligation of Fort Bend County under this contract.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Purchase Order Agreement

I:\AGREEMENTS\2026 Agreements\Electiions Administration\Election Systems And Software (26-Elections-100831-A1)\First Amendment to Addendum to Election Systems & Software, LLC's Agreement.docx [MN 08.07.2026]

EXHIBIT A-1

Company 0001 - FBC INVENTORY COMPANY

Cost Default Vendor 12616 - ELECTION SYSTEMS AND SOFTWARE

Requesting Location 4111A - Elections Administration

Requisition Description

Requisition 263291 - Unreleased

Requester cantucat - Cantu, Cathy

Purchase From

Deliver To

Buyer 42 - Bradley Neal

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category / Billing Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	772.00000	23160.00000	300411101-064000-0000		100.0%	Jul 31, 2026	No
Curb Express LiftAssist Cart (										
Vendor : ELECTION SYSTEMS AND SOFTWARE										
Gtin : 00000000000000										
Curb Express LiftAssist Cart (base) includes Angled Expressvote Bracket										
EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	99.00000	2970.00000	300411101-064000-0000		100.0%	Jul 31, 2026	No
CurbExpress(i) Retractable Fra										
Vendor : ELECTION SYSTEMS AND SOFTWARE										
Gtin : 00000000000000										
CurbExpress(i) Retractable Frame for Sun Cover/Rain Bonnet										
EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	141.00000	4230.00000	300411101-064000-0000		100.0%	Jul 31, 2026	No
CurbExpress Combo CoverStore/T										

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000
CurbExpress Combo CoverStore/Transport/Rain 71V2001

EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	125.00000	3750.00000	300411101-064000-0000	100.0%	Jul 31, 2026	No

CurbExpress LiftAssist Vinyl P
Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000
CurbExpress LiftAssist Vinyl Privacy Cover

EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	280.00000	8400.00000	300411101-064000-0000	100.0%	Jul 31, 2026	No

Lower Stationary Shelf 8" Drop
Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000

EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	255.00000	7650.00000	300411101-064000-0000	100.0%	Jul 31, 2026	No

Upper Folding Shelf
Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000

EXPRESSVOTE ACCESSORY ITEM	Special	30.00	EA	28.00000	840.00000	300411101-064000-0000	100.0%	Jul 31, 2026	No

Caster Upgrade Retrofit Kit, F
Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000
Caster Upgrade Retrofit Kit, For CurbExpress(i) & CurbExpress Lift-Assist

SHIPPING	Special	1.00	EA	6000.00000	6000.00000	300411101-064000-0000	100.0%	Jul 31, 2026	No

S&H
Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 00000000000000

Totals: 8 Lines	**211.00**	**57000.00 USD**

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Purchase Order Agreement

B.O. #:

1st Election Date: 11/3/2026

Estimated Delivery Date: 9/1/2026

Customer Contact, Title: Chase Wilson, Elections Administrator

Phone Number: 281-341-8670

Customer Name: Fort Bend County

Fax Number:

Bill To:	Ship To:
Fort Bend County	Fort Bend County
Chase Wilson, Elections Administrator	Chase Wilson, Elections Administrator
301 Jackson St	3730 Bamore Rd
Richmond, TX 77469	Rosenberg, TX 77471

	Item	Description	Qty	Price	Total
	ExpressVote Accessory Item	Curb Express LiftAssist Cart (base) includes Angled Expressvote Bracket	30	$772.00	$23,160.00
	ExpressVote Accessory Item	CurbExpress(i) Retractable Frame for Sun Cover/Rain Bonnet	30	$99.00	$2,970.00
	ExpressVote Accessory Item	CurbExpress Combo CoverStore/Transport/Rain 71V2001	30	$141.00	$4,230.00
	ExpressVote Accessory Item	CurbExpress LiftAssist Vinyl Privacy Cover	30	$125.00	$3,750.00
	ExpressVote Accessory Item	Lower Stationary Shelf 8" Drop	30	$280.00	$8,400.00
	ExpressVote Accessory Item	Upper Folding Shelf	30	$255.00	$7,650.00
	ExpressVote Accessory Item	Caster Upgrade Retrofit Kit, For CurbExpress(i) & CurbExpress Lift-Assist	30	$28.00	$840.00
	Shipping	Shipping & Handling	1	$6,000.00	$6,000.00
				Order Total	**$ 57,000.00**

Regional Sales Manager

V.P. of Finance 08/14/2026
Date

Customer Signature Date

Title

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Invoices are due net 30 from invoice date. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
Warranty Period (Years):	One (1) Year from Equipment Delivery