

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

SECOND AMENDMENT TO CONTRACT FOR SOFTWARE INSTALLATION  
AND INSTALLATION SERVICES

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and VOTEC Corporation, (hereinafter referred to as "Vendor") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about November 6, 2007, County and Vendor entered into a "Contract for Software Installation and Installation Services," as amended on April 7, 2009, hereinafter referred to as the "Agreement," for services relating to the VoteSafe Electronic Poll Book licensed software and associated support services; and,

WHEREAS, County and Vendor desire to further amend said Agreement.

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

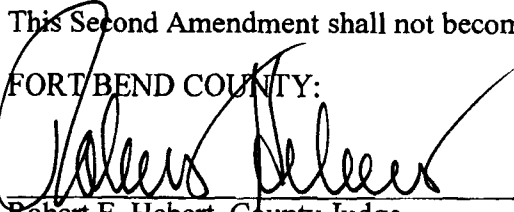
1. An additional amount not-to-exceed of nine thousand six hundred dollars and no/100 (\$9,600.00) shall be available for services provided by Vendor in connection with the Agreement as described in Exhibit A.
2. No additional funding shall be available for services provided under the Agreement without the prior written consent of the Fort Bend County Commissioners Court.
3. Attached hereto is Exhibit A, Vendor's Proposal for Additional Votesafe™ Electronic Poll Books for Fort Bend County, Texas, incorporated by reference hereto as if contained herein verbatim.
4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. The Agreement between County and Vendor dated November 7, 2007, as amended on April 7, 2009, is attached hereto as Exhibit B and incorporated by reference as if set forth herein verbatim for all purposes.
6. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

*EXECUTION PAGE TO FOLLOW*

EXECUTION  
Second Amendment to Contract for Software Installation  
VOTEC Corporation  
Page 1 of 2

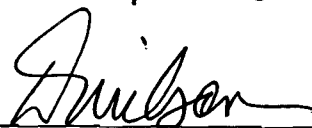
This Second Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

4-28-2010  
Date

Attest:

  
Dianne Wilson, County Clerk

VENDOR: VOTEC Corporation



9/17/10  
Date

PJS:Votec.Second Amendment.Election.2712 (09162010)

- Exhibit A: Vendor's Proposal for Additional Votesafe™ Electronic Poll Books for Fort Bend County, Texas  
Exhibit B: November 6, 2007 Agreement between County and Vendor, as amended on April 7, 2009

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 9600.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

## Exhibit A



## PROPOSAL FOR ADDITIONAL VOTESAFE™ ELECTRONIC POLL BOOKS FOR FORT BEND COUNTY, TEXAS

Thank you for the opportunity this proposal presents. VOTEC Corporation provides election management and voter registration services to counties throughout Texas and the U.S. We have been working in this field for over 30 years, and are considered the proven leader in election management solutions. As the written bid does not specify the similar product provided by VOTEC under DIR contract # DIR-SDD-937, VOTEC will be pleased to offer VoteSafe under the terms of our DIR contract as an equivalent or superior product in all necessary areas.

### Functional Specifications

The following is a list of VoteSafe™ functions

#### Voter Check-in

- Lookup by name, state ID#, driver's license
- Limit check-in to eligible status codes
- Print labels with voter precinct and ballot style
- Reprint for spoiled ballots
- Same site, same day check-in removal to correct mistaken check-in
- Correction of check-ins on central office Management System at any time
- Track provisional voters
- Review list of checked-in voters on screen
- Copy check-ins to all Internet connected Field Systems for Early Voting and Super Precincts
- **Live Help**
- Instant message style communications with central office Management System
- Automatic reference in instant message of voter record currently on screen
- Tracking of messages by site and user
- Management initiated messages to individuals
- Management initiated messages to all Field Systems by site, ballot style and party

#### Other Features

- Import voter, polling place, ballot style, precinct, from TEAM\*
- Entry screens for data not available from Voter Registration system
- Verify consistency of data
- Produce single file for Field Systems

#### Reports

- Check-in statistics by site, Field System, date, party and regular/provisional
- Voter check-in lists by site, Field System, date, party and regular/provisional

#### Exports

- Thumb drive data transfer for PCs without connectivity
- Management System provides daily and final exports for TEAM\*
- Management System synchronizes data to VEMACS where available

#### Archiving

- Archiving is automatic

\*(TEAM) Texas Election Administration  
Management System

#### Notable VoteSafe™ Customers

VOTEC Customers in close proximity or  
those having similar configurations:

Wharton County  
Waller County  
Walker County  
Collin County  
Tarrant County



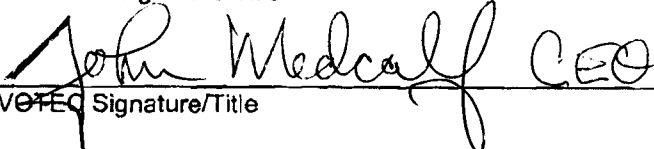
Based on your specifications, we propose:

SOFTWARE/SERVICES DESCRIPTION	Quantity	Unit Price	Ext. Price
Vote-Safe™ e-PollBook Software (per License)	12	\$900.00	\$ 10,800.00
Shipping		n/c	0
TEXAS STATE DISCOUNT (per unit)	12	\$ 100.00	\$1,200.00
<b>Total Software Price</b>			<b>\$ 9,600.00</b>

All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty.

Annual license fees represent 20% per unit per year of MSRP after expiration of standard warranty.

Customer Signature/Title

 John Medcalf CEO  
VOTEC Signature/Title

Date

9/17/10  
Date

## Exhibit B

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**FIRST AMENDMENT TO CONTRACT FOR SOFTWARE INSTALLATION  
AND INSTALLATION SERVICES**

THIS FIRST AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and VOTEC Corporation, (hereinafter referred to as "Vendor") authorized to conduct business in the State of Texas.

**RECITALS**

WHEREAS, on or about November 6, 2007, County and Vendor entered into a "Contract for Software Installation and Installation Services," hereinafter referred to as the "Agreement," for services relating to the VoteSafe Electronic Poll Book licensed software and associated support services; and,

WHEREAS, County and Vendor desire to further amend said Agreement.

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

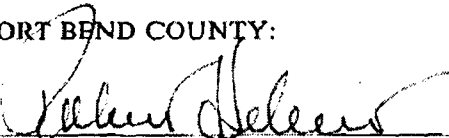
1. An additional amount not-to-exceed \$52,000.00 (Fifty-Two Thousand Dollars) shall be available for services provided by Vendor in connection with the Agreement as described in Exhibit A.
2. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
3. Attached hereto is Exhibit A, Vendor's Sales Order for Counties using VEMACS, incorporated by reference hereto as if contained herein verbatim.
4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. The Agreement between County and Vendor dated November 7, 2007 is attached hereto as Exhibit B and incorporated by reference as if set forth herein verbatim for all purposes.
6. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

***EXECUTION PAGE TO FOLLOW***

### EXECUTION

This Second Amendment shall not become effective until executed by County.

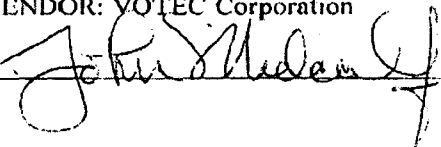
FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

4-7-09  
Date

Attest:   
Dianne Wilson, County Clerk

VENDOR: VOTEC Corporation



4/2/9  
Date

MER:Votec.First Amendment.Election.2712 (03262009)

Exhibit A: Sales Order for Counties using VEMACS

Exhibit B: November 6, 2007 Agreement between County and Vendor

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 52,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

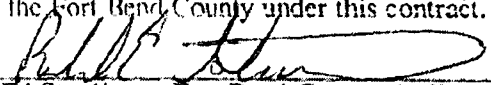
  
Ed Sturdivant, Fort Bend County Auditor



Exhibit A



**VoteSafe™ Electronic PollBook Sales Order Agreement For Counties  
Using VEMACS**

County/State: **FORT BEND**

Estimated Delivery Date: **MARCH 2009**

<u>Product Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vote-Safe e-PollBook Software (per License)	65	\$900.00	\$58,500.00
Data Conversion (one time charge)*	0	\$2,500.00	WAIVED W/VEMACS
Customization (per hour)	0	\$185.00	\$0.00
<b><u>Other Services</u></b>			
Project Management (per day)	0	\$750.00	
Training (Web-Ex)		Included	
Shipping		Included	
TEXAS STATE DISCOUNT (per unit)	65	\$100.00	(\$6,500.00)

**Total Software Price** **\$52,000.00**

\*For existing VEMACS customers or customers buying a complete solution including both VEMACS and Vote-Safe, the Data Conversion charges will be waived.

\*\*All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
VOTEC Signature

\_\_\_\_\_  
Date

1602 KENDALL COURT • CEDAR PARK • TX 78613 • 1-877-833-5432 • MAIN OFFICE 1-800-348-6832

## Exhibit B



Fort Bend County / VOTEC Contract for Electronic Poll Book Software

### Contract for Software Installation and Installation Services

CONTRACT NO.

THIS CONTRACT, made this 16 day of November, 2007 by and between Fort Bend County, a body politic and corporate of the State of Texas, hereinafter referred to as COUNTY, and VOTEC Corporation, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

#### WITNESSETH:

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that the VENDOR shall provide VoteSafe™ Electronic Poll Book licensed software and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

#### SECTION I - VENDOR AGREES:

1. To install all software and configuration files in a professionally competent manner.  
All functions offered in VENDOR's proposal are provided in the modules to be installed under this contract.
2. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.
3. To adhere to COUNTY and State requirements for Elections in fulfilling contract services.  
Standards will be made available to the VENDOR by the COUNTY.
4. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
5. To provide documentation of the installation of all software sufficient to allow county to re-install or duplicate as necessary for backup and/or for technology upgrades.
6. To provide training as mutually agreed.
7. To include COUNTY as a Licensee on VENDOR's standard escrow agreement with Lincoln-Parry Software and pay all maintenance fees associated with said escrow during the term of this contract.



**SECTION II - COUNTY AGREES:**

1. To provide all necessary hardware and operating system and Oracle software that will be used as part of the full system. (VOTEC is providing application software only under this contract.)
2. To pay VENDOR, according to the payment schedule set forth below, for documented competent services rendered and accepted by COUNTY within thirty (30) days of invoice receipt. The breakdown of payments is as follows:

Full utilization of VoteSafe in Countywide election	\$63,000.00
Full utilization of VoteSafe in second Countywide election	\$15,750.00
Total Contract Fee	\$78,750.00
3. To provide computer access and on-site working space to support VENDOR employees assigned under this contract.
4. To appoint a COUNTY project manager to work with VENDOR throughout the Term of this contract.
5. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
6. To sign and adhere to VENDOR's Software License Agreement.
7. To order, install, test, and maintain all hardware and operating system software including data backup software.
8. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software during the term of this Contract.
9. To review and approve final data preparation of election data in hard copy format.
10. To provide support for remote TCP/IP communications by the VENDOR with the network, including resolving technical communications problems occurring on site in the COUNTY. VENDOR has a static IP address. Access shall be under control of the COUNTY.
11. To secure and maintain remote access from voting sites to the early voting server.
12. To provide system level access to the VENDOR on the necessary network computers for system installation and testing.
13. To hereby recognize update of the VoteSafe database from non-VOTEC forms or processes would void any warranty provided by this installation services contract, the VoteSafe License Agreement, and/or the VoteSafe Software Support and Maintenance Agreement.



**SECTION III - BOTH PARTIES AGREE:**

1. When providing the above-stated services for the COUNTY, it is expressly understood that VENDOR shall defend, indemnify, and hold harmless the COUNTY, and the officers and employees of the COUNTY from and against all losses, liability, damages, injuries, claims, demands, costs, and expenses arising out of and in connection with the performance of services.
2. COUNTY shall certify that all requirements are consistent with the COUNTY's understanding and application of all applicable laws.
3. The VOTEC proposal is incorporated by reference into this Agreement. The County's RFP is incorporated by reference into this Agreement.
4. In the event of a conflict between the terms and conditions of this agreement and of incorporated documents and attachments, the precedence of the documents is as follows: This Agreement, The VENDOR's proposal, the COUNTY's RFP, the Software License Agreement.
5. With regard to system installation:
  - a) All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software.
  - b) COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.
  - c) VENDOR will provide weekly email status reports during installation, customization, testing, and for the period of use surrounding the first two countywide usages of the licensed software.

This agreement shall remain in force until modified or terminated as set forth herein. The agreement may be modified at any time with the mutual written consent of both parties, executed by the persons signing hereunder or their successors.




Fort Bend County / VOTEC Contract for Electronic Poll Book Software

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

Acceptance by VENDOR:

VOTEC Corporation


  
Authorized Signature

  
Title

  
Date

Acceptance by COUNTY:

Fort Bend County

  
Authorized Signature Robert Hebert

  
Title

  
Date

## Vote-Safe SOFTWARE LICENSE AGREEMENT

Agreement dated this 6 day of November, 2007, by and between FORT BEND County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Vote-Safe Electronic Pollbook Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

### 1. LICENSED SOFTWARE MODULES:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon polling place functions of LICENSEE in the following areas:

- Voter check-in
- County wide voter lookup
- Poll place maps and directions
- Alleviating of duplicate voting
- Monitoring of check-in activity
- Auditing of voter check-in data

Such programs as may be added to these sub-systems from time to time

### 2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter check-in management within LICENSEE's jurisdiction.

### 3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement

#### **4. SYSTEM REGISTRATION AND PROTECTION**

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection and security provisions will be strictly observed.

#### **5. PROTECTION AND SECURITY**

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business or as otherwise required by law.

#### **6. PATENT AND COPYRIGHT INDEMNIFICATION**

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

#### **7. WARRANTY**

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

#### **8. LIMITATION OF LIABILITY**

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

#### **9. TERMINATION**

This license is terminable by the LICENSOR at any time, with thirty (30) days' written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

#### **10. GENERAL**

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.


In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

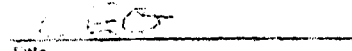


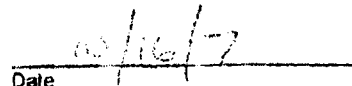
11. ACCEPTANCE

Acceptance by LICENSOR:

**VOTEC Corporation**

  
Authorized Signature

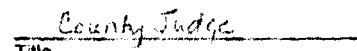
  
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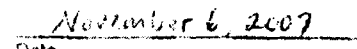
  
Date

Acceptance by LICENSEE:

**FORT BEND County**

  
Authorized Signature Rickie Hobbs

  
Title

  
Date