

- 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, ES&S 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, ES&S 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, ES&S 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.
5. **Remote Access.** If ES&S requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before ES&S is granted remote access to County Systems:
 - a. ES&S will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
 - b. ES&S will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. ES&S will not access County Systems via unauthorized methods.
 - c. ES&S' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - d. Remote access is restricted only to County Systems necessary for ES&S to provide product and/or services to County pursuant to this Agreement.
 - e. ES&S will allow only its Workforce approved in advance by County to access County Systems. ES&S will promptly notify County whenever an individual member of ES&S' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. ES&S will keep a log of access when its Workforce remotely accesses County Systems. ES&S will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of

County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- f. If any member(s) of ES&S' Workforce is provided with remote access to County Systems, then ES&S' workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - g. Failure of ES&S to comply with this Section may result in ES&S and/or ES&S' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - h. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for ES&S, is under the direct control of ES&S, whether or not they are paid by ES&S and who have direct or incidental access to County Systems.
 - i. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
6. **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
7. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
8. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
9. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Second 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 Second 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

KP George

County Judge KP George

KP George, County Judge

February 8, 2022

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



ELECTIONS SYSTEMS & SOFTWARE, LLC

[Signature]

Authorized Agent - Signature

Richard Labiowski

Authorized Agent- Printed Name

Vice President

Title

1/19/2022

Date

REVIEWED:

[Signature]
Elections Administration

REVIEWED:

Robyn Doughtie
Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 214,530.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit I: Addendum to Sales Order Agreement for Products, Services and Resources to Implement New Election Management Software, executed by the parties on or about October 8, 2019, and as amended on or about December 15, 2020; and
Exhibit II: ES&S' Invoice Number CD2012720

I:\AGREEMENTS\2022 Agreements\IT\Election Systems and Software (22-IT-100489)\Amendment to Sales Order Agreement for Products, Services, and Resources to Implement New Election Management Software.docx aw

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EXHIBIT I

ARF-43362

Discussion Item

REGULAR SESSION AGENDA

Purchasing

Meeting Date: 12/15/2020

TITLE: Amendment to sales order: ES&S: voting software, supplies, fees

Submitted By: Jessica Carabajal, Purchasing

Originals for signature: Yes Require Form 1295: Y

Date Approved by County Attorney: 11/30/20 County Attorney Initials: AW

Information

SUMMARY OF ITEM:

Take all appropriate action on Amendment to Sales Order Agreement between Fort Bend County and Election Systems and Software, LLC, pursuant to BuyBoard Contract 542-17 regarding the purchase of voting software, supplies, license fees, and maintenance in the amount not to exceed \$214,530.00 effective January 1, 2021 through December 31, 2021. (Fund: Elections)

FUNDING SOURCE:

Accounting Unit, Project or Grant Name;
Account Name;

Attachments

Amendment to Sales of Order.ES&S

7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

KP George
County Judge KP George

KP George, County Judge

12/15/2020

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



ELECTIONS SYSTEMS & SOFTWARE, LLC

Richard Habicki

Authorized Agent - Signature

RICHARD HABICKI

Authorized Agent- Printed Name

VP of FINANCE

Title

11/23/2020

Date

REVIEWED:

John Oldham

John Oldham, Elections Administrator

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 214,530.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit 1: Addendum to Sales Order Agreement for Products, Services and Resources to Implement New Election Management Software, executed on or about October 8, 2019; and
Exhibit 2: ES&S' Order Number 1251046

I:\AGREEMENTS\2021 Agreements\Elections\Election Systems and Software (21-Elections-100244)\Amendment to Sales Order Agreement for Products, Services, and Resources to Implement New Election Management Software.docx aw

EXHIBIT 1

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO SALES ORDER AGREEMENT FOR PRODUCTS, SERVICES AND RESOURCES TO
IMPLEMENT NEW ELECTION MANAGEMENT SOFTWARE**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Election Systems & Software, LLC, (hereinafter “ES&S”), a company authorized to conduct business in the State of Texas. The County and ES&S may referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the County desires that ES&S provide products, services and resources to implement new Election Management Software; and

WHEREAS, ES&S represents it is qualified and desires to provide such products, services and resources.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Scope of Service.** ES&S shall provide the products, services and resources as described in the Sales Order Agreement for the purchase and/or license of certain equipment, software and firmware, (hereinafter, the “Agreement”), attached hereto as Exhibit “A” and incorporated herein for all purposes, pursuant to BuyBoard Contract 542-17.
2. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
3. **Limit of Appropriation.** ES&S clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of seven million seven hundred sixty-four thousand four hundred ninety-five dollars and 00/100 (7,764,495.00), as reflected in the requisition attached hereto as Exhibit “B” and incorporated herein for all purposes, 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 the Agreement, that the total maximum compensation that ES&S may become entitled to and the maximum sum that County may become liable to pay ES&S shall not under any conditions, circumstances, or interpretations thereof exceed seven million seven hundred sixty-four thousand four hundred ninety-five dollars and 00/100 (7,764,495.00).
4. **Taxes.** 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.

5. **Modifications.** The Parties may not amend or waive the Agreement, except by a written agreement executed by both Parties.
6. **Confidential Information.** 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. **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.
8. **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.
9. **Software Assurance.** ES&S represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by ES&S to the 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 attorneys' 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's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and ES&S'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. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by ES&S in any way associated with the Agreement.
11. **Arbitration.** 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.

12. **Applicable Law.** 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.
13. **Certain State Law Requirements for Contracts.**
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, ES&S verifies that if ES&S employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, ES&S does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, ES&S represents pursuant to Section 2252.152 of the Texas Government Code, that ES&S is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
14. **Conflict.** In the event there is conflict between this Addendum and the Agreement, this Addendum controls.
15. **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 non-drafting Party.
16. **Electronic and Digital Signatures.** The Parties to this Addendum agree that the electronic and/or digital signatures of the Parties included in this Addendum are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

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FORT BEND COUNTY

ELECTIONS SYSTEMS & SOFTWARE, LLC

KP George
KP George, County Judge

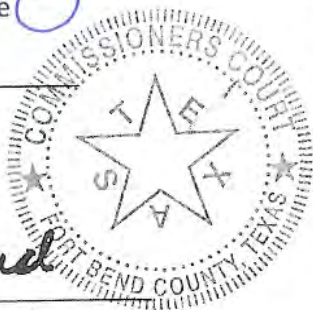
[Signature]
Authorized Agent- Signature

10-8-2019
Date

Thomas O'Brien
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



CFO
Title
10/2/19
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 7,764,495.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

EXHIBIT A



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

Sales Order Agreement

BuyBoard Contract 542-17

Customer P.O. #: _____

1st Election Date: May 2020

Estimated Delivery Date: November 2019

Phone Number: (281) 341-8670

Fax Number: (281) 341-4418

Customer Contact, Title: John Oldham - Elections Administrator

Customer Name: Fort Bend County, Texas

Type of Sale: **NEW**

Type of Equip: **NEW** **REFURBISHED**

Bill To: _____

Fort Bend County, Texas

John Oldham - Elections Administrator

301 Jackson Street

Richmond, TX 77469

Ship To: _____

Fort Bend County, Texas

John Oldham - Elections Administrator

4520 Reading Road - Suite A400

Rosenberg, TX 77471

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
Tabulation Products and Services:				
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	250	\$5,750.00	\$1,437,500.00
2	DS200 Model DS200 Scanner with Internal Backup Battery, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	50	\$5,035.00	\$251,750.00
3	DS200 Soft-Sided Nylon Case	50	\$110.00	\$5,500.00
4	DS200 Tote Bin	250	\$225.00	\$56,250.00
5	DS450 Model DS450 High Speed Digital Image Scanner with Steel Table, Reports Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices - Version 6.0.2.0	2	\$49,950.00	\$99,900.00
6	DS450 Initial Annual License Fee	1	Included	Included
7	ExpressTouch Curbside Voting Solution ExpressTouch with Internal Battery Backup, Booth, Privacy Panels, Carrying Case, Reports Printers, Power Supply, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	6	\$3,850.00	\$23,100.00
8	ExpressTouch Curbside Voting Solution ExpressTouch with Internal Battery Backup, Power Supply, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	294	\$2,950.00	\$867,300.00
9	ExpressTouch Curbside Voting Solution ExpressTouch Carrying Case (Laptop Style)	294	\$45.00	\$13,230.00
10	ExpressTouch Curbside Voting Solution Smart Card - Supervisor	310	\$10.00	\$3,100.00
11	ExpressTouch Curbside Voting Solution UVC Keypad with Headset	300	\$200.00	\$60,000.00
12	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	1,700	\$3,325.00	\$5,652,500.00
13	ExpressVote BMD ExpressVote Printer	150	\$725.00	\$108,750.00
14	Other Dual Cart (Without Shelf and Lower Panels)	800	\$1,030.00	\$824,000.00
15	Other Standard 4GB Memory Device (Additional)	50	\$105.00	\$5,250.00
16	Other 11" Ballot Stock	100,000	\$0.09	\$9,000.00
17	Other 14" Ballot Stock	400,000	\$0.10	\$38,000.00

Sales Order Agreement

18	Software	ElectionWare Software - PYO Standard	1	\$49,500.00	\$49,500.00
19	Software	ExpressLink Software	1	\$4,070.00	\$4,070.00
20	Software	Regional Transmission Software	1	\$6,040.00	\$6,040.00
21	Software	Synthesized Audio Capability - Additional Language	1	\$2,310.00	\$2,310.00
22	Services	Implementation Servies	1	\$193,300.00	\$193,300.00
23	Trade-In Allowance and Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 1 - Central Scanner 1,600 - eSlate 1,600 - eSlate Stand	1	(\$2,174,725.00)	(\$2,174,725.00)
24	Shipping	Shipping & Handling - standard delivery	1	\$150,000.00	\$150,000.00
Ballot on Demand Products and Services:					
23	Ballot on Demand	BOD Equipment and Software - Refer to Exhibit C	1	\$23,795.00	\$23,795.00
Third Party Products:					
24	Third Party Items	PYO Client/Server System - Refer to Exhibit D	1	\$20,662.00	\$20,662.00
25	Third Party Items	Election Night Distributed EMS Network System - Refer to Exhibit E	1	\$34,413.00	\$34,413.00
				Order Total	\$ 7,764,495.00

Freight Billable: yes no

Matt Kunz

Regional Sales Manager

Customer Signature

Date

Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Tabulation Products and Services:

Invoice upon Contract Execution: \$3,819,312.00

Invoice upon delivery:

- \$578,037.00 for the DS200s
- \$31,933.00 for the DS450s
- \$322,702.00 for the ExpressTouch units
- \$1,891,658.00 for the ExpressVote BMD units
- \$34,763.00 for the ExpressVote Printers
- \$883,000.00 for the Dual Carts

Invoice upon delivery and installation of the EMS Software: \$61,920.00

Invoice upon completion of training: \$15,300.00

Ballot on Demand Products and Services:

\$23,795.00 upon delivery of the Ballot on Demand equipment

Third Party Products:

\$20,662.00 upon completion of the installation of the Client/Server System
\$34,413.00 upon completion of the installation of the Election Night Distributed EMS Network System

Ballot Stock:

\$9,000.00 upon delivery of the 11" Ballot Stock
\$38,000.00 upon delivery of the 14" Ballot Stock

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.

Invoicing and Payment Terms

Warranty Period (Years):

Tabulation: Commences upon Equipment Delivery through December 31, 2020
Ballot on Demand: Five (5) years from date of delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue through December 31, 2020 (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
- the total cost of any third-party items that are required in order to operate the Updates;
 - the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
 - Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.
- Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.
6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Tabulation System Warranty.**
- ES&S Equipment/ES&S Software.** ES&S warrants that during the period commencing upon the delivery of the equipment and software through December 31, 2020 (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A. Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S. See Exhibit C for Ballot on Demand Warranty terms and conditions.
 - Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
 - Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
 - Proprietary Rights.** Customer acknowledges and agrees as follows: ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
 - Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
 - Disputes.**
 - Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
 - Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$16,380.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$155,760.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$471,450.00
Total Maintenance Fees for the Initial Term:		\$643,590.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
2	Model DS450 Scanner	Year 1	\$2,730.00	\$5,460.00
2	Model DS450 Scanner	Year 2	\$2,730.00	\$5,460.00
2	Model DS450 Scanner	Year 3	\$2,730.00	\$5,460.00
Total Hardware Maintenance Fees for the Initial Term				\$16,380.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer’s Designated Location: Fort Bend County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer’s specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$39,500.00
1	ExpressLink Software	Year 1	\$4,070.00
1	Regional Transmission Software	Year 1	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 1	\$2,310.00
Total License, Maintenance and Support Fees for Year 1			\$51,920.00
1	ElectionWare Software – PYO Standard	Year 2	\$39,500.00
1	ExpressLink Software	Year 2	\$4,070.00
1	Regional Transmission Software	Year 2	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 2	\$2,310.00
Total License, Maintenance and Support Fees for Year 2			\$51,920.00
1	ElectionWare Software – PYO Standard	Year 3	\$39,500.00
1	ExpressLink Software	Year 3	\$4,070.00
1	Regional Transmission Software	Year 3	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 3	\$2,310.00
Total License, Maintenance and Support Fees for Year 3			\$51,920.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$155,760.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
300	Model DS200 Scanner	Year 1	\$80.00	\$24,000.00
2	Model DS450 Scanner	Year 1	\$1,575.00	\$3,150.00
300	ExpressTouch	Year 1	\$65.00	\$19,500.00
1,700	ExpressVote BMD Terminal	Year 1	\$65.00	\$110,500.00
Total License, Maintenance and Support Fees for Year 1				\$157,150.00
300	Model DS200 Scanner	Year 2	\$80.00	\$24,000.00
1	Model DS850 Scanner	Year 2	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year2	\$1,575.00	\$1,575.00
300	ExpressTouch	Year 2	\$65.00	\$19,500.00
1,700	ExpressVote BMD Terminal	Year 2	\$65.00	\$110,500.00
Total License, Maintenance and Support Fees for Year 2				\$157,150.00
300	Model DS200 Scanner	Year 3	\$80.00	\$24,000.00
1	Model DS850 Scanner	Year 3	\$1,575.00	\$1,575.00
1	Model DS450 Scanner	Year 3	\$1,575.00	\$1,575.00
300	ExpressTouch	Year 3	\$65.00	\$19,500.00
1,700	ExpressVote BMD Terminal	Year 3	\$65.00	\$110,500.00
Total License, Maintenance and Support Fees for Year 3				\$157,150.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$471,450.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

EXHIBIT B
CERTIFIED TECHNICIAN PROGRAM

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit B for the Certified Technician Training and Hardware Maintenance and Support services shall be in effect for the coverage period as described in Schedule B1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit B shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit B is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit B, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Certified Technician Training or Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit B. The termination of this Exhibit B shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit B is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S's agreement to provide the Certified Technician Training and Hardware Maintenance and Support services under this Agreement, Customer shall pay to ES&S all fees set forth on Schedule B1 for the Initial Term. ES&S may increase the Certified Technician Program and Hardware Maintenance Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. If Customer elects to receive support for an Add-On, New Product acquired by Customer during the Initial Term or any Renewal Period, ES&S will charge an incremental fee for such services.

ARTICLE II
HARDWARE

1. **Certified Technician Maintenance Services.** The Certified Technician Training and Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on Schedule B1 (the "Products") shall be subject to the following terms and conditions:

a. **Certified Technician Training.** Only ES&S or ES&S authorized representatives shall provide the Certified Technician Training to the Customer. This will ensure that the Customer receives ES&S's "best practices" training as ES&S has designed and developed the Products set forth herein. Upon completion of the initial training, Customer shall be responsible for the complete maintenance of the Products as set forth herein. Customer shall designate one or more bona fide full time employees of Customer who has familiarity with the operation of electromechanical equipment to attend the Certified Technician Training at an ES&S location as determined by ES&S in its sole discretion and at dates and times to be determined by ES&S. Customer shall be responsible for all Out-of-Pocket Expenses incurred in order to enable its designated employees to attend such training. Customer's designated employees shall attend, complete and successfully pass ES&S' Certified Technician Training course pursuant to the terms, conditions and curriculum of ES&S' Certified Technician Training Program. Annual refresher training and recertification is mandatory and required by ES&S at an ES&S location, as determined by ES&S in its sole discretion, in order for Customer to continue to perform the Maintenance Services set forth herein and be entitled to any of the associated services and

deliverables to be provided hereunder by ES&S in exchange for all of the fees to be paid by Customer as set forth on Schedule B1. The content and duration of such refresher training and recertification requirements shall be determined by ES&S and shall be provided to the Customer based on the Level of Certified Technician Training requested by the Customer. Customer shall be responsible and shall pay for all tools which may be necessary in order for the Customer to perform the Hardware Maintenance Services set forth herein. Each employee designated by Customer to participate in ES&S' Certified Technician Training Program shall execute and deliver to ES&S prior to commencement of such Program a Confidentiality and Non-Competition Agreement required by ES&S, under which each such employee shall agree and covenant not to disclose any confidential information of ES&S nor offer to perform any hardware maintenance services for any other Customer's or prospective Cities of ES&S. ES&S hereby covenants and agrees that during the term of this Agreement and for a period of two (2) years after expiration or any termination hereof, it shall not solicit any current Certified Technician of Customer.

b. **Routine Maintenance Services.** Customer shall provide the Routine Maintenance Service on all Products set forth on Schedule B1. One or more of Customer's Certified Technicians shall perform such services as may be necessary to keep the Products fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition") at all times during the Initial Term or any Renewal Term. The services provided pursuant to this Subsection 1(b) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall include those services for which Customer's Certified Technicians are trained and certified to perform in accordance with ES&S's Certified Technician Training Program curriculum. The Routine Maintenance Services the Customer shall be required to perform be set forth in ES&S' Certified Technician Training. Customer shall keep a maintenance record log, in a form to be mutually agreed upon by the parties, on each unit of the Products set forth on Exhibit B detailing the maintenance services performed by the Customer.

c. **Telephone Support.** ES&S shall provide Customer with telephone help desk support to respond to general educational inquires and questions at no additional charge. In the event that Customer's Certified Technicians calls become excessive, which shall be defined as ES&S receiving more than two (2) calls per month, Customer agrees to pay ES&S for such technical telephone support at ES&S's then current labor rates for such support. In the event that Customer initiates any technical support calls for which support charges are applicable, the parties' representatives participating in such call(s) shall commence the call with the agreement that such call is subject to charge and ES&S shall at that time open a service order under which Customer shall be billed for such support services. ES&S shall at all times provide Customer with its then current rates for telephone technical support services throughout the term of this Exhibit B.

d. **Hardware Manuals.** As partial consideration for Customer's payment of the fees set forth on Schedule B1, ES&S shall provide Customer with copies of all relevant current equipment technical manuals and bulletins as published and as may be periodically updated by ES&S for Customer's Products set forth on Schedule B1. These items shall remain the proprietary, copyrighted, intellectual property of ES&S and may only be copied or distributed as required to support Customer's Certified Technicians' performance of Routine Maintenance Services. ES&S will make available to the Customer all manuals and technical bulletins through ES&S's internet portal. Customer shall receive the manuals and bulletins upon the successful completion of the Certified Technician Hardware Maintenance Training program.

e. **Parts.** During the Initial Term and any Renewal Period, Customer shall be responsible for the cost of any parts ordered. The cost of all parts ordered shall be due within thirty (30) days after invoice date. Customer agrees to only use parts provided directly by ES&S to Customer to maintain and repair its Products and shall not attempt to purchase any parts from any other customer of ES&S or other third party parts suppliers. In partial consideration for Customer's payment of the fees set forth on Schedule B1, ES&S agrees to sell replacement parts to Customer at ES&S's then published parts pricing. ES&S's may change any or all published

parts prices at any time upon thirty (30) calendars days notice to Customer. Customer may purchase parts from ES&S solely for its own internal maintenance, repair and replacement purposes and shall not resell any parts to any existing or prospective customer of ES&S. Only the Customer's Certified Technician Supervisor shall order the parts on behalf of the Customer. Due to long lead-times on the acquisition of certain parts, all part orders shall be placed no later than one hundred twenty (120) days prior to Routine Maintenance services being performed by the Customer in order to avoid expediting charges. In addition, ES&S charges a standard twenty percent (20%) restocking fee for all parts eligible to be returned by the Customer. Customer is responsible for managing lead times for all parts ordered during the Initial Term or Renewal Period. ES&S recommends Customer maintain an inventory of parts to ensure the Customer has the requisite parts available to it as needed in the performance of the Routine Maintenance Services. ES&S shall provide the Customer with a list of parts ES&S recommends the Customer purchase and maintain during the Initial Term or Renewal Period. Customer shall return all replaced parts to a designated ES&S warehouse location. Customer shall be responsible for shipping and handling costs of all parts ordered and replaced parts returned to an ES&S warehouse location.

f. **Repair Services.**

i. **Repairs Which Customer's Certified Technician Is Unable to Perform.** If a defect or malfunction occurs in any Product while it is under normal use and service and Customer desires ES&S to perform Repair Services (as hereinafter defined) on one or more items of Customer's Products set forth on Schedule B1, Customer shall notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(f)(i) are referred to herein as "Repair Services." ES&S shall provide the Repair Services at its Depot location or on-site at the Customer's designated location as determined by ES&S in its sole discretion. Customer shall pay all costs associated with shipping Products to and from ES&S's Depot location, including insurance as well as all costs and expenses associated with repair services either at ES&S depot location or in the event ES&S performs the Repair Services on-site at the Customer's designated location.

ii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule B1.

g. **Exclusions.** ES&S has no obligation under this Exhibit B to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Consumables (as defined in the ES&S Agreement); (iii) if requested by Customer, repair any Product from which the serial number has been removed or altered; (iv) if requested by Customer repair any Product that is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall not provide Repair Services for such Product.

h. **Sole ES&S; Access.** Customer shall not permit any individual other than a Certified Technician or a ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or Renewal Period is in effect. In the event that at any time Customer desires to amend this Agreement and engage ES&S to perform any Hardware Maintenance Services, Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance

Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

i. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

j. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Customer elects to subscribe to a full ES&S hardware maintenance program, Customer shall (a) notify ES&S and (b) grant to ES&S access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services on such Products. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S's then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S's invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S's then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

Schedule B1
Pricing Summary

Description	Fees
Initial Training – Up to 3 technicians – to be held at ES&S's Plano, TX Office at a time to be mutually agreed to by the parties	N/C
Refresher / New Technician Training	Fees for such training to be at ES&S's then current rates

Note 1: Customer shall be responsible for all Out-of-Pocket Expenses incurred to conduct refresher training at ES&S's designated training facilities.

Additional Fees

Note 1: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 2: Customer's Designated Location: Fort Bend County, TX

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Limited Telephone support as set forth herein.
2. Limited Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Repair Services as set forth herein upon the payment of the applicable fees.
5. Priority Services.
 - The Customer receives priority on certified ES&S parts inventory ordered through ES&S.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**EXHIBIT C
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES**

GENERAL TERMS

1. **Definitions.** All capitalized terms used, but not otherwise defined, in these General Terms shall have the following meanings:

a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S BOD Equipment and ES&S Balotar Software.

b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment, as set forth within this Exhibit C.

c. "ES&S Balotar Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

2. **Term; Termination.** The term of this Exhibit C is effective for a **Five (5) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Exhibit is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination, Upon termination of this Exhibit, Customer shall immediately return all ES&S Balotar Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Balotar Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3. **Term of Licenses.** The licenses to the ES&S Balotar Software shall commence upon the delivery of the software described below and shall continue for the Initial Term (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth within this Exhibit C. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Section 3 of the General Terms of the Agreement with respect to, such license. Upon the termination of either of the licenses granted to the ES&S Balotar Software or upon Customer's discontinuance of the use of any ES&S Balotar Software, Customer shall immediately return such ES&S Balotar Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Balotar Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Ballot on Demand Warranty.** ES&S warrants for a five (5) year period for the ES&S Equipment and the ES&S Balotar Software (the "Warranty Period") it will repair or replace any component

of the ES&S Equipment or ES&S Balotar Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 5 below. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Periods. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. Warranty services may be provided on-site at the Customer's location or through a depot location as may be determined by ES&S in ES&S' sole discretion. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

5. **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications

[END OF GENERAL TERMS]

PRICING SUMMARY

Description	Amount
ES&S Equipment, Software, and Services	\$23,795.00
Shipping and Handling – standard delivery	Included
Total	\$23,795.00
Election Set Up Fees and Optional Pre-Election Services are not included. Please see below for Election Set-Up Fees and Optional Pre-Election Services Fees and Payment Terms.	
Ongoing Services:	
Software License, Maintenance & Support Services:	
- Balotar Software. Fees for any License Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	\$2,705.00
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.	

**BALLOT ON DEMAND EQUIPMENT, SOFTWARE, AND SERVICES
DESCRIPTION, PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot On Demand Printing System		
2	Compact Printer with Firmware and Five (5) Year Hardware Warranty	Included
1	Laptop Computer with Router	Included
Software		
	Balotar 5-Year Software Licenses Including the Following Features:	
X	Single Request Capability	Included
X	Multiple Request Capability	Included
Services		
1	Ballot On Demand Training	Included
X	Installation and Training	Included
TOTAL PURCHASE:		\$23,795.00

ELECTION SETUP FEES

Initial Election Set-Up Fee per Election Event	
Black and White Ballot Set-Up:	
\$450.00 per election set-up + \$1.00 per unique PDF for first Computer	
\$75.00 for each additional Computer set-up	
Color Ballot Set-Up:	
\$550.00 per election set-up + \$1.00 per unique PDF for first Computer	
\$75.00 for each additional Computer set-up	
Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete	
\$175.00 per change event for first Computer set-up	
\$75.00 for each additional Computer set-up	
Other	
\$350.00 fee for L&A Test Deck Creation	
On-Site Set-Up: \$1,700.00 per person, per day	

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

OPTIONAL PRE-ELECTION SERVICES FEES

DESCRIPTION	SERVICE FEE PER DAY
Printer Cleaning, Pre-Election Testing, Roller Replacement, Parts Inspection, Ballot-Folder Adjustment/Testing and Onsite Assistance with Print-Alignment, Clearing Jams and other Hardware Adjustments.	\$1,700.00 Per Person Per Day

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth herein at the beginning of each Renewal Period.

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: FORT BEND COUNTY, TEXAS ("Customer").

RECITALS:

A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Fort Bend County, Texas** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

Exhibit A (Pricing Summary)

Exhibit B (ES&S Equipment, ES&S Software, and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

FORT BEND COUNTY, TEXAS
301 Jackson Street
Richmond, TX 77469
Fax No.: (281) 341-4418

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software are set forth on Exhibit A

b. **Election Set-Up Fee.** The per election fee for election setup is set forth on Exhibit B.

c. **Pre-Election Services.** The fees for the optional Pre-Election Services are set forth on Exhibit B.

**ARTICLE 3
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **Five (5) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such

breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.3 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment and ES&S Software. Such site shall include has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. The ES&S Equipment should be stored in a clean, dry and secure environment. During the storage and operation of the ES&S Equipment, the temperature and moisture ranges should be maintained in accordance with the ES&S Equipment Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.4 **Warranty**

a. **ES&S Equipment and ES&S Software.** ES&S warrants for a five (5) year period for the ES&S Equipment and a one (1) year period for the ES&S Software (the "Warranty Periods") it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Periods. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. Warranty services may be provided on-site at the Customer's location or through a depot location as may be determined by ES&S in ES&S' sole discretion. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse,

use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.4(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.5 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications

3.6 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items.

The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.10 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.10 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.11 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.12 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.13 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall

nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
ES&S Equipment, Software, and Services	Exhibit B	\$23,795.00
Shipping and Handling		Included
Total Sale:		\$23,795.00
Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see <u>Exhibit B</u> for Election Set-Up Fees and Optional Pre-Election Services Fees and Payment Terms.		
Terms & Conditions:		
<p>Note 1: Pursuant Section 3.7, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.</p>		
<p>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></p> <p>\$23,795.00 due Thirty (30) Calendar Days after the later of (a) Delivery of the Ballot On Demand Printing System, or (b) Receipt of Corresponding ES&S Invoice.</p> <p>All other Service Fees are set forth on <u>Exhibit B</u> and are due within thirty (30) days of Customer's receipt of ES&S' invoice.</p>		
Ongoing Services:		
Description	Annual Fee – First Renewal Period	
Software License, Maintenance & Support Services:		
- Balotar Software Fees (See <u>Exhibit B</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	\$2,705.00	
Fees reflect a one-year term.		
Payment is due as set forth above and at the start of each Renewal Period.		

**EXHIBIT B
EQUIPMENT, SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot On Demand Printing System		
2	Compact Printer with Firmware and Five (5) Year Hardware Warranty	Included
1	Laptop Computer with Router	Included
Software		
	Balotar 5-Year Software Licenses Including the Following Features:	
X	Single Request Capability	Included
X	Multiple Request Capability	Included
Services		
1	Ballot On Demand Training	Included
X	Installation and Training	Included
TOTAL PURCHASE:		
		\$23,795.00

ELECTION SETUP FEES

Initial Election Set-Up Fee per Election Event
Black and White Ballot Set-Up:
\$450.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Color Ballot Set-Up:
\$550.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete
\$175.00 per change event for first Computer set-up
\$75.00 for each additional Computer set-up
Other
\$350.00 fee for L&A Test Deck Creation
On-Site Set-Up: \$1,700.00 per person, per day

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

OPTIONAL PRE-ELECTION SERVICES FEES

Upon request by the Customer and the payment of the associated fees, ES&S shall provide the following services to the Customer ("Pre-Election Services")

DESCRIPTION	SERVICE FEE PER DAY
Printer Cleaning, Pre-Election Testing, Roller Replacement, Parts Inspection, Ballot-Folder Adjustment/Testing and Onsite Assistance with Print-Alignment, Clearing Jams and other Hardware Adjustments.	\$1,700.00 Per Person Per Day

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth herein at the beginning of each Renewal Period.

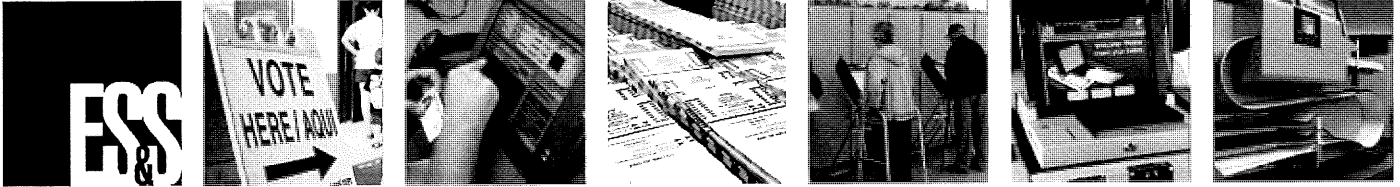


EXHIBIT D

EVS 6.0.2.0 PYO Client/Server System

Customer: Fort Bend County, Texas

4520 Reading Road - Suite A
Rosenberg, TX 77471

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	DELL POWEREDGE T430	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> • PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, NorthAmerica • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service 		
1	DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR	\$214.00	\$214.00
1	6' VGA M/M MONITOR CABLE	\$8.00	\$8.00
1	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$61.00	\$61.00

1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)	\$302.00	\$302.00
	EMSWORKSTATION		
2	DELL OPTIPLEX 5050 (DESKTOP)	\$1,620.00	\$3,240.00
	<ul style="list-style-type: none"> • OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1)Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor P2217H 		
2	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)	\$147.00	\$294.00
2	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$61.00	\$122.00
2	*ADOBE ACROBAT STANDARD XI	\$412.00	\$824.00
	MISCELLANEOUS COMPONENTS		
2	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00	\$832.00
2	LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$4.00	\$8.00
1	D-LINK 8-PORT DESKTOP SWITCH	\$63.00	\$63.00
	SERVICES		
1	EMS Network Pre-installation Staging w/Onsite Delivery <ul style="list-style-type: none"> • Staging of EMS systems at ES&S Technical Services lab. <ul style="list-style-type: none"> ◦ Includes the installation, configuration, and testing of EMS network connectivity. • 3rd party equipment delivered to customer location. <ul style="list-style-type: none"> ◦ ES&S Technical Services technician travels to customer location to complete physical installation and end-to-end connectivity testing. • Technical Services technician provides customer walkthrough of EMS network equipment while on-site. • EMS installation summary documentation provided to customer upon completion of installation. 	\$6,900.00	\$6,900.00
	Order Total		\$20,662.00

Note 1: The configuration and specification of third-party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

Note 2: Network Cabling is not included.



Election Systems & Software, LLC

11208 John Galt Blvd
Omaha, NE 68137

EVS 6.0.2.0 PYO Client/Server System Purchase Order

Date: September 4, 2019

Customer: Fort Bend County, Texas
4520 Reading Road - Suite A
Rosenberg, TX 77471

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	DELL POWEREDGE T430	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> • PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service 		
1	DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR	\$214.00	\$214.00
1	6' VGA M/M MONITOR CABLE	\$8.00	\$8.00
1	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$61.00	\$61.00

1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)	\$302.00	Exhibit 1 \$302.00
	EMSWORKSTATION		
2	DELL OPTIPLEX 5050 (DESKTOP)	\$1,620.00	\$3,240.00
	<ul style="list-style-type: none"> • OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor P2217H 		
2	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)	\$147.00	\$294.00
2	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$61.00	\$122.00
2	*ADOBE ACROBAT STANDARD XI	\$412.00	\$824.00
	MISCELLANEOUS COMPONENTS		
2	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00	\$832.00
2	LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$4.00	\$8.00
1	D-LINK 8-PORT DESKTOP SWITCH	\$63.00	\$63.00
	SERVICES		
1	EMS Network Pre-installation Staging w/Onsite Delivery <ul style="list-style-type: none"> • Staging of EMS systems at ES&S Technical Services lab. <ul style="list-style-type: none"> ○ Includes the installation, configuration, and testing of EMS network connectivity. • 3rd party equipment delivered to customer location. <ul style="list-style-type: none"> ○ ES&S Technical Services technician travels to customer location to complete physical installation and end-to-end connectivity testing. • Technical Services technician provides customer walkthrough of EMS network equipment while on-site. • EMS installation summary documentation provided to customer upon completion of installation. 	\$6,900.00	\$6,900.00
	Order Total		\$20,662.00

Invoicing and Payment Terms:

Order Total will be invoiced upon delivery to Customer. Invoice is due net 30 from invoice date.

Note 1: Pricing is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. The Purchase Order and related pricing will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Customer Signature Date

Title

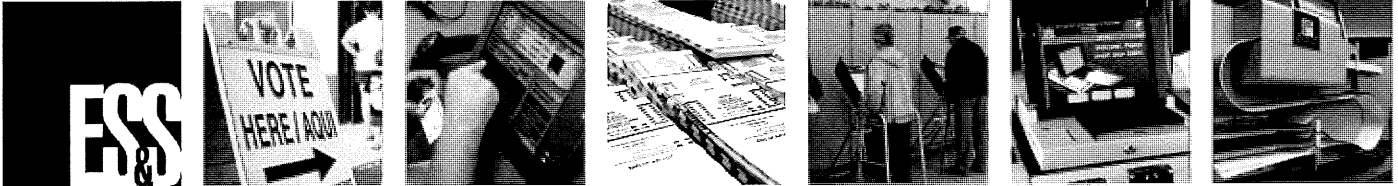


EXHIBIT E

EVS 6.0.2.0 PYO Election Night Distributed EMS Network System

Customer: Fort Bend County, Texas

4520 Reading Road - Suite A
Rosenberg, TX 77471

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	DELL POWEREDGE T430	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> • PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, NorthAmerica • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service 		
1	DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR	\$214.00	\$214.00
1	6' VGA M/M MONITOR CABLE	\$8.00	\$8.00
1	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00	\$27.00

1	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00	\$34.00
1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)	\$264.00	\$264.00
4	*MICROSOFT SERVER 2016 USER CAL	\$47.00	\$188.00
	EMSWORKSTATION		
2	DELL OPTIPLEX 5050 MINI (DESKTOP)	\$1,620.00	\$3,240.00
	<ul style="list-style-type: none"> • OptiPlex 5050 Mini Tower XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • Mini Tower Processor Heatsink 65 Watt • TPM Enabled • 8GB Single Channel DDR3L 1600MHz (8GBX1) • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel • PCIe card with serial and parallel port, Full Height • Optiplex 5050 MT with 240W up to 85% efficient Power Supply (80Plus Bronze) • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 10 OS Professional Recovery 64bit - DVD, Downgraded to Windows 7 • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor P2217H 		
2	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)	\$147.00	\$294.00
2	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00	\$54.00
2	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00	\$68.00
2	*ADOBE ACROBAT STANDARD XI	\$412.00	\$824.00
	MISCELLANEOUS COMPONENTS		
2	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00	\$832.00
2	LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$4.00	\$8.00
1	CISCO ASA 5506X FIREWALL	\$934.00	\$934.00
1	*CISCO ASA 5506X 1 YR SMARTNET AGREEMENT	\$154.00	\$154.00
1	D-LINK 8-PORT DESKTOP SWITCH	\$63.00	\$63.00
4	CISCO RV042G- VPN ROUTER AT REMOTE SITES	\$247.00	\$988.00

	REMOTE EMS WORKSTATION		
5	DELL LATITUDE E5580 (LAPTOP)	\$2,174.00	\$10,870.00
	<ul style="list-style-type: none"> • Dell Latitude E5580 • 6th Generation Intel® Core™ i5-6300U (Dual Core, 2.4GHz, 3M cache) • Intel Core i5-6300U Processor Bae, AMD Radeon R7 M360, 2GB • TPM Enabled • Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License) • Dell Power Manager • Dell Data Protection Security Tools Digital Delivery/NB • Dell Backup and Recovery Basic • Dell Data Protection Protected Workspace • Dell™ Digital Delivery Cirrus Client • Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), Optiplex • Waves Maxx Audio Royalty • 39.6cm (15.6") FHD (192x1080) Non-Touch Anti-Glare LCD with Camera and Mic • 8GB (1x8GB) 2133MHz DDR4 Memory • 500GB (5400rpm) Hybrid HDD with 8GB Flash • HDD/SSD, Bracket for 7MM, PC15/P • Intel Rapid Storage Technology • Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth • Internal Dual Pointing Backlit Keyboard(US-English) • Internal Keyboard Shroud 106,E5570 • Smart Card Reader (Dual Pointing)Palmrest • 65 Watt ACAdaptor, US Power Cord • Primary 4-cell 62W/HR Battery • Quick Reference Guide Latitude E5580 • Resource DVD • Energy Star 6.1 • Dell Limited Hardware Warranty Extended Year(s) • For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 • Dell Limited Hardware Warranty • ProSupport: 7x24 Technical Support, 5 Years • ProSupport: Next Business Day Onsite, 1 Year • ProSupport: Next Business Day Onsite, 4 Year Extended 		
5	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00	\$135.00
5	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00	\$170.00
5	DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE	\$70.00	\$350.00

	SERVICES		
1	EMS Network Pre-installation Staging w/Onsite Delivery <ul style="list-style-type: none"> • Staging of EMS systems at ES&S Technical Services lab. <ul style="list-style-type: none"> ○ Includes the installation, configuration, and testing of EMS network connectivity. • 3rd party equipment delivered to customer location. <ul style="list-style-type: none"> ○ ES&S Technical Services technician travels to customer location to complete physical installation and end-to-end connectivity testing. • Technical Services technician provides customer walkthrough of EMS network equipment while on-site. • EMS installation summary documentation provided to customer upon completion of installation. 	\$6,900.00	\$6,900.00
	Order Total:		\$34,413.00

Note 1: The configuration and specification of third-party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

Note 2: Network Cabling is not included.



Election Systems & Software, LLC

11208 John Galt Blvd
Omaha, NE 68137

EVS 6.0.2.0 PYO Election Night Distributed EMS Network System Purchase Order

Date: September 4, 2019

Customer: Fort Bend County, Texas

4520 Reading Road - Suite A
Rosenberg, TX 77471

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	DELL POWEREDGE T430	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> • PowerEdge T430 Server • PE Server FIPS TPM 1.2v2CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service 		
1	DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR	\$214.00	\$214.00
1	6' VGA M/M MONITOR CABLE	\$8.00	\$8.00
1	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00	\$27.00

1	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00	Exhibit 1	\$34.00
1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)	\$264.00		\$264.00
4	*MICROSOFT SERVER 2016 USER CAL	\$47.00		\$188.00
	EMSWORKSTATION			
2	DELL OPTIPLEX 5050 MINI (DESKTOP)	\$1,620.00		\$3,240.00
	<ul style="list-style-type: none"> • OptiPlex 5050 Mini Tower XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • Mini Tower Processor Heatsink 65 Watt • TPM Enabled • 8GB Single Channel DDR3L 1600MHz (8GBX1) • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel • PCIe card with serial and parallel port, Full Height • Optiplex 5050 MT with 240W up to 85% efficient Power Supply (80Plus Bronze) • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 10 OS Professional Recovery 64bit - DVD, Downgraded to Windows 7 • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor P2217H 			
2	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)	\$147.00		\$294.00
2	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00		\$54.00
2	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00		\$68.00
2	*ADOBE ACROBAT STANDARD XI	\$412.00		\$824.00
	MISCELLANEOUS COMPONENTS			
2	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00		\$832.00
2	LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$4.00		\$8.00
1	CISCO ASA 5506X FIREWALL	\$934.00		\$934.00
1	*CISCO ASA 5506X 1 YR SMARTNET AGREEMENT	\$154.00		\$154.00
1	D-LINK 8-PORT DESKTOP SWITCH	\$63.00		\$63.00
4	CISCO RV042G- VPN ROUTER AT REMOTE SITES	\$247.00		\$988.00

	REMOTE EMS WORKSTATION		Exhibit 1
5	DELL LATITUDE E5580 (LAPTOP)	\$2,174.00	\$10,870.00
	<ul style="list-style-type: none"> • Dell Latitude E5580 • 6th Generation Intel® Core™ i5-6300U (Dual Core, 2.4GHz, 3M cache) • Intel Core i5-6300U Processor Bae, AMD Radeon R7 M360, 2GB • TPM Enabled • Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License) • Dell Power Manager • Dell Data Protection Security Tools Digital Delivery/NB • Dell Backup and Recovery Basic • Dell Data Protection Protected Workspace • Dell™ Digital Delivery Cirrus Client • Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), Optiplex • Waves Maxx Audio Royalty • 39.6cm (15.6") FHD (192x1080) Non-Touch Anti-Glare LCD with Camera and Mic • 8GB (1x8GB) 2133MHz DDR4 Memory • 500GB (5400rpm) Hybrid HDD with 8GB Flash • HDD/SSD, Bracket for 7MM, PC15/P • Intel Rapid Storage Technology • Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth • Internal Dual Pointing Backlit Keyboard (US-English) • Internal Keyboard Shroud 106, E5570 • Smart Card Reader (Dual Pointing) Palmrest • 65 Watt AC Adaptor, US Power Cord • Primary 4-cell 62W/HR Battery • Quick Reference Guide Latitude E5580 • Resource DVD • Energy Star 6.1 • Dell Limited Hardware Warranty Extended Year(s) • For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 • Dell Limited Hardware Warranty • ProSupport: 7x24 Technical Support, 5 Years • ProSupport: Next Business Day Onsite, 1 Year • ProSupport: Next Business Day Onsite, 4 Year Extended 		
5	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$27.00	\$135.00
5	*SYMANTEC 14.0.1 MAINT/SUPPORT	\$34.00	\$170.00
5	DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE	\$70.00	\$350.00

	SERVICES		Exhibit 1
1	EMS Network Pre-installation Staging w/Onsite Delivery <ul style="list-style-type: none"> • Staging of EMS systems at ES&S Technical Services lab. <ul style="list-style-type: none"> ○ Includes the installation, configuration, and testing of EMS network connectivity. • 3rd party equipment delivered to customer location. <ul style="list-style-type: none"> ○ ES&S Technical Services technician travels to customer location to complete physical installation and end-to-end connectivity testing. • Technical Services technician provides customer walkthrough of EMS network equipment while on-site. • EMS installation summary documentation provided to customer upon completion of installation. 	\$6,900.00	\$6,900.00
	Order Total:		\$34,413.00

Invoicing and Payment Terms:

Order Total to be invoiced upon delivery to Customer. Invoice is due net 30 from invoice date.

Note 1: Pricing is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. The Purchase Order and related pricing will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES & S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Customer Signature

Date

Title

Fort Bend, TX Implementation Project Plan



Prepared by Election Systems & Software

ID	WBS	Task Name	Start	Finish	Resource Names
1	1	Project Initiation & Management	Tue 9/24/19	Wed 5/20/20	
2	1.1	Contract Signing	Tue 9/24/19	Tue 9/24/19	ES&S/Fort Bend County
3	1.2	Order Received	Wed 9/25/19	Wed 9/25/19	ES&S/Fort Bend County
4	1.3	Notification of Order to Affected Teams	Thu 9/26/19	Thu 9/26/19	ES&S
5	1.4	Order Hardware/Software and Services	Fri 9/27/19	Fri 9/27/19	ES&S
6	1.5	Kickoff/Initial Project Planning Meeting	Tue 10/8/19	Tue 10/8/19	ES&S/Fort Bend County
7	1.6	Finalize Implementation Schedule	Fri 10/11/19	Fri 10/11/19	ES&S/Fort Bend County
8	2	Equipment Delivery & Acceptance Testing	Mon 11/11/19	Fri 12/20/19	
9	2.1	Tabulation Hardware	Mon 11/11/19	Fri 12/6/19	
10	2.1.1	Stage & Prepare Tabulation Hardware for Shipment	Mon 11/11/19	Wed 11/27/19	ES&S
11	2.1.2	Ship Tabulation Hardware to Customer Site	Wed 11/27/19	Mon 12/2/19	ES&S
12	2.1.3	On-site Delivery of Tabulation Hardware	Mon 12/2/19	Fri 12/6/19	ES&S
13	2.1.4	Sign-off on Delivery	Fri 12/6/19	Fri 12/6/19	Fort Bend County
14	2.2	Election Management System	Mon 11/18/19	Wed 12/4/19	
15	2.2.1	Stage & Prepare EMS Workstation	Mon 11/18/19	Wed 11/27/19	ES&S
16	2.2.2	On-site Delivery of EMS Workstation	Mon 12/2/19	Mon 12/2/19	ES&S
17	2.2.3	Installation of EMS	Wed 12/4/19	Wed 12/4/19	ES&S
18	2.2.4	Sign-off on Installation	Wed 12/4/19	Wed 12/4/19	Fort Bend County
19	2.3	Ballot on Demand	Mon 11/18/19	Tue 12/10/19	
20	2.3.1	Stage & Prepare BOD	Mon 11/18/19	Thu 11/28/19	ES&S
21	2.3.2	On-site Delivery of BOD	Mon 12/2/19	Mon 12/2/19	ES&S
22	2.3.3	Installation of BOD	Mon 12/9/19	Mon 12/9/19	ES&S
23	2.3.4	Sign-off on Installation	Mon 12/9/19	Mon 12/9/19	
24	2.3.5	BOD Training	Tue 12/10/19	Tue 12/10/19	ES&S/Fort Bend County
25	2.4	Voting System Installation	Mon 10/7/19	Fri 12/20/19	
26	2.4.1	Schedule Voting System Installation Personnel	Mon 10/7/19	Mon 10/7/19	ES&S
27	2.4.2	Installation of Tabulation Hardware	Mon 12/2/19	Fri 12/20/19	ES&S/Fort Bend County
28	2.5	Acceptance Testing	Mon 12/2/19	Fri 12/20/19	
29	2.5.1	Conduct Acceptance Testing on Voting System	Mon 12/2/19	Fri 12/20/19	ES&S/Fort Bend County
30	2.5.2	Sign-off on Acceptance Testing	Fri 12/20/19	Fri 12/20/19	Fort Bend County
31	3	Documentation	Mon 10/7/19	Mon 10/7/19	
32	3.1	Product Documentation Delivery	Mon 10/7/19	Mon 10/7/19	
33	3.1.1	Hardware Tabulation User Operations & Maintenance Manuals	Mon 10/7/19	Mon 10/7/19	ES&S
34	3.1.2	EMS Software User Operations Manual	Mon 10/7/19	Mon 10/7/19	ES&S
35	3.2	Training Documentation	Mon 10/7/19	Mon 10/7/19	
36	3.2.1	Tabulation Hardware Pre-Election Day & Election Day Checklists	Mon 10/7/19	Mon 10/7/19	ES&S
37	3.2.2	EMS Software Training Documentation	Mon 10/7/19	Mon 10/7/19	ES&S
38	4	Training	Mon 12/9/19	Fri 12/20/19	
39	4.1	Tabulation Hardware Operations Training	Mon 12/9/19	Tue 12/10/19	ES&S/Fort Bend County
40	4.2	EMS Software Training	Mon 12/16/19	Fri 12/20/19	ES&S/Fort Bend County
41	5	Election Night Distribution EMS Network System	Mon 1/6/20	Fri 1/24/20	
42	5.1	Stage & Prepare Election Night Distribution EMS Network System	Mon 1/6/20	Fri 1/10/20	ES&S
43	5.2	Delivery Election Night Distribution EMS Network System	Mon 1/13/20	Mon 1/13/20	ES&S
44	5.3	Installation of Election Night Distribution EMS Network System	Mon 1/20/20	Fri 1/24/20	ES&S
45	5.4	Test Election Night Distribution EMS Network System	Tue 1/21/20	Fri 1/24/20	ES&S
46	5.5	Sign Off on Election Night Distribution EMS Network System	Fri 1/24/20	Fri 1/24/20	Fort Bend County
47	6	Trade-in Equipment Prepare and Pickup	TBD	TBD	
48	6.1	Schedule Pickup for Trade-in Equipment	TBD	TBD	ES&S/Fort Bend County
49	6.2	Prepare Equipment for Pickup	TBD	TBD	Fort Bend County
50	6.3	Pick up Trade-in Equipment	TBD	TBD	ES&S
51	7	Pre-Election Testing	Mon 3/2/20	Mon 3/30/20	
52	7.1	Perform Preliminary Logic & Accuracy Test	Mon 3/2/20	Fri 3/20/20	ES&S/Fort Bend County
53	7.2	Perform Public Accuracy Test	Mon 3/30/20	Mon 3/30/20	ES&S/Fort Bend County
54	8	Election Dates	Mon 4/20/20	Mon 5/4/20	
55	8.1	Early Voting	Mon 4/20/20	Tue 4/28/20	ES&S/Fort Bend County

Note: Project Dates are estimates. Actual timeframes will be established at the time of contract execution. Following contract execution, project plans will be solidified.

Fort Bend, TX Implementation Project Plan



Prepared by Election Systems & Software

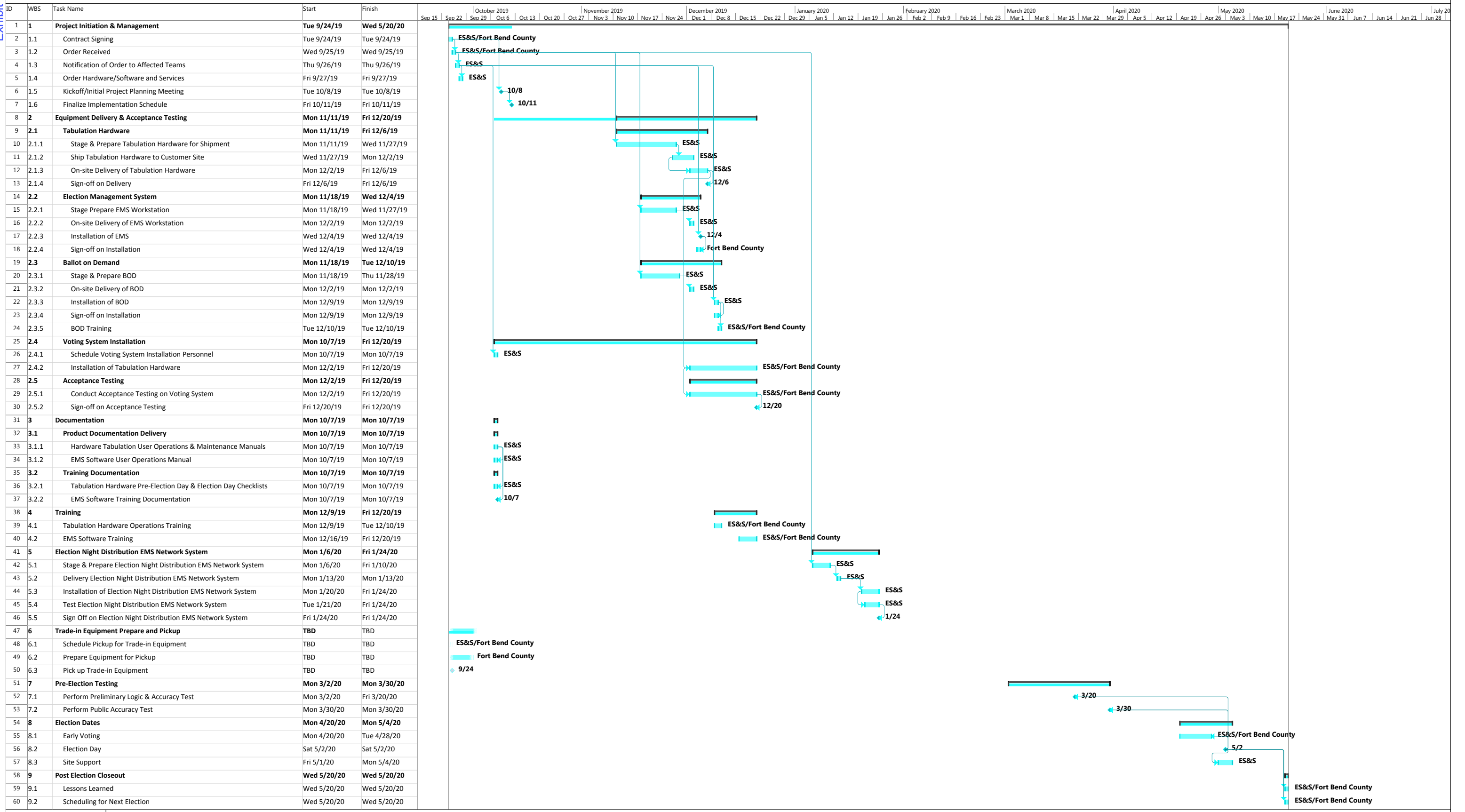
ID	WBS	Task Name	Start	Finish	Resource Names
56	8.2	Election Day	Sat 5/2/20	Sat 5/2/20	ES&S/Fort Bend County
57	8.3	Site Support	Fri 5/1/20	Mon 5/4/20	ES&S
58	9	Post Election Closeout	Wed 5/20/20	Wed 5/20/20	
59	9.1	Lessons Learned	Wed 5/20/20	Wed 5/20/20	ES&S/Fort Bend County
60	9.2	Scheduling for Next Election	Wed 5/20/20	Wed 5/20/20	ES&S/Fort Bend County

Note: Project Dates are estimates. Actual timeframes will be established at the time of contract execution. Following contract execution, project plans will be solidified.

Fort Bend, TX Implementation Project Plan

Prepared by Election Systems & Software

Exhibit I
Exhibit 1



Project: Fort Bend, TX Impleme Date: Wed 9/11/19

Task Split Milestone Summary Project Summary Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress

Note: Project Dates are estimates. Actual timeframes will be established at the time of contract execution. Following contract execution, project plans will be solidified.

EXHIBIT B



Exhibit 1

Company 0001 - FBC INVENTORY COMPANY

Cost Default Vendor 12616 - ELECTION SYSTEMS AND SOFTWARE

Requesting Location 4111A - Elections Administration

Requisition Description

Requisition 178986 - Unreleased

Requester cantucat - Cantu, Cathy

Purchase From

Deliver To

Buyer 20 - Shenae Theriot-Mericle

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
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DS200	Special	250.00	EA	5750.00000	1437500.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Model DS200 Scanner with inter

Vendor : ELECTION SYSTEMS AND SOFTWARE

Model DS200 Scanner with internal backup battery plastic ballot box with steel door and e-Bin, paper roll, and 1 standard 4GB memory device-Version 6.0.20

DS200	Special	50.00	EA	5035.00000	251750.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Model DS200 Scanner with inter

Vendor : ELECTION SYSTEMS AND SOFTWARE

Model DS200 Scanner with internal backup battery paper roll, and 1 standard 4GB memory device-Version 6.0.2.0

DS200	Special	50.00	EA	110.00000	5500.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Soft-sided nylon case

Vendor : ELECTION SYSTEMS AND SOFTWARE

DS200	Special	250.00	EA	225.00000	56250.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Tote Bin

Vendor : ELECTION SYSTEMS AND SOFTWARE

DS450	Special	2.00	EA	49950.00000	99900.00000	760101888-064500-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Model DS450 High Speed Digital

Vendor : ELECTION SYSTEMS AND SOFTWARE

Model DS450 High Speed Digital image Scanner with Steel Table, Reports Printer Audit printer Start-up Kit Dust Cover, Battery Backup, 2 USB Cables and 2 Standard 8GB memory Devices-Version 6.0.2.0 Initial annual License fee included

EXPRESS TOUCH CURBSIDE	Special	6.00	EA	3850.00000	23100.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Express Touch Curbside Voting

Vendor : ELECTION SYSTEMS AND SOFTWARE

Express Touch Curbside Voting Solution Express Touch with Internal Battery backup, Booth Privacy Panels, Carrying Case, Reports printer, power supply, paper roll, and 1 standard 4GB memory device-Version 6.0.2.0

EXPRESS TOUCH CURBSIDE	Special	294.00	EA	2950.00000	867300.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Express Touch with Internal Ba

Vendor : ELECTION SYSTEMS AND SOFTWARE

Express Touch with Internal Battery backup, power supply, and 1 standard 4GB memory device-Version 6.0.2.0

EXPRESS TOUCH CURBSIDE	Special	294.00	EA	45.00000	13230.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Express Touch Carrying Case (L

Vendor : ELECTION SYSTEMS AND SOFTWARE

Express Touch Carrying Case (Laptop Style)

EXPRESS TOUCH CURBSIDE	Special	310.00	EA	10.00000	3100.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Smart Card - Supervisor

Vendor : ELECTION SYSTEMS AND SOFTWARE

EXPRESS TOUCH CURBSIDE	Special	300.00	EA	200.00000	60000.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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UVC Keypad with Headset

Vendor : ELECTION SYSTEMS AND SOFTWARE

EXPRESSVO TE BMD	Special	1.00	EA	3477775.00000	3477775.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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ExpressVote BMD Terminal with

Vendor : ELECTION SYSTEMS AND SOFTWARE

1,700 ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and 1 Standard 4GB Memory Device-Version 6.0.2.0
 Value of \$5,652,500 reduced by credit for trade in equipment valued at \$2,174,725.00

EXPRESSVO TE BMD	Special	150.00	EA	725.00000	108750.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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ExpressVote Printer

Vendor : ELECTION SYSTEMS AND SOFTWARE

OTHER	Special	800.00	EA	1030.00000	824000.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Dual Cart (Without Shelf and L

Vendor : ELECTION SYSTEMS AND SOFTWARE

Dual Cart (Without Shelf and Lower Panels)

OTHER	Special	50.00	EA	105.00000	5250.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Standard 4GB Memory Device (Ad

Vendor : ELECTION SYSTEMS AND SOFTWARE

Standard 4GB Memory Device (Additional)

SOFTWARE	Special	1.00	EA	49500.00000	49500.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Election Ware Software-PYO Sta

Vendor : ELECTION SYSTEMS AND SOFTWARE
Election Ware Software-PYO Standard

SOFTWARE Special 1.00 EA 4070.00000 4070.00000 760101888-065000-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

Express Link Software

Vendor : ELECTION SYSTEMS AND SOFTWARE

SOFTWARE Special 1.00 EA 6040.00000 6040.00000 760101888-065000-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

Regional Transmission Software

Vendor : ELECTION SYSTEMS AND SOFTWARE

SOFTWARE Special 1.00 EA 2310.00000 2310.00000 760101888-065000-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

Synthesized Audio Capability-A

Vendor : ELECTION SYSTEMS AND SOFTWARE

Synthesized Audio Capability-Additional Language

SERVICES Special 1.00 EA 193300.00000 193300.00000 760101888-065000-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

Implementation Services Includ

Vendor : ELECTION SYSTEMS AND SOFTWARE

Implementation Services Including providing initial technician training for the DS200, ExpressVote, and Express Touch units of ES&S headquarters in Plano, TX at no extra charge to the County. Customer will be responsible for purchasing repair parts as needed. Depot Repair servies are available from ES&S on a time and materials basis

THERMAL BALLOT STOCK Special 100000.00 EA 0.09000 9000.00000 760101888-063600-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

100,000 sheets of 11"

Vendor : ELECTION SYSTEMS AND SOFTWARE

THERMAL BALLOT STOCK Special 400000.00 EA 0.09500 38000.00000 760101888-063600-0000 P101-19VOTE 22100 100.0% Sep 25, 2019 No

400,00 sheets of 14"

Vendor : ELECTION SYSTEMS AND SOFTWARE

S & H	Special	1.00	EA	150000.00000	150000.00000	760101888-063600-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Freight

Vendor : ELECTION SYSTEMS AND SOFTWARE

BALLOT ON DEMAND	Special	1.00	EA	23795.00000	23795.00000	760101888-065000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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BOD Equipment and Software- Re

Vendor : ELECTION SYSTEMS AND SOFTWARE

BOD Equipment and Software- Refer to Exhibit C

THIRD PARTY ITEMS	Special	1.00	EA	20662.00000	20662.00000	760101888-063000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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PYO Client/Server System - Ref

Vendor : ELECTION SYSTEMS AND SOFTWARE

PYO Client/Server System - Refer to Exhibit D

THIRD PARTY ITEMS	Special	1.00	EA	34413.00000	34413.00000	760101888-063000-0000	P101-19VOTE 22100	100.0%	Sep 25, 2019	No
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Election Night Distributed EMS

Vendor : ELECTION SYSTEMS AND SOFTWARE

Election Night Distributed EMS network system - Refer to Exhibit E

Totals: 25 Lines	502816.00	7764495.00	USD
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EXHIBIT 2



Company 0001 - FBC INVENTORY COMPANY
Requesting Location 4111A - Elections Administration
Requisition 194245 - Unreleased
Purchase From
Buyer 20 - Shenae Theriot-Mericle

Cost Default Vendor 12616 - ELECTION SYSTEMS AND SOFTWARE
Requisition Description
Requester cantucat - Cantu, Cathy
Deliver To

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
ELECTWARE PYO STANDARD	Special	1.00	EA	39500.00000	39500.00000	100411102-063000-0000		100.0%	Oct 27, 2020	No
Renewal License fee										
Vendor : ELECTION SYSTEMS AND SOFTWARE										
Gtin : 000000000000000										
ELECTWARE REGIONAL TRANSMISSION	Special	1.00	EA	6040.00000	6040.00000	100411102-063000-0000		100.0%	Oct 27, 2020	No
Renewal License fee										
Vendor : ELECTION SYSTEMS AND SOFTWARE										
Gtin : 000000000000000										
ELECTWARE SYNTH AUDIO ADDITIONAL	Special	1.00	EA	2310.00000	2310.00000	100411102-063000-0000		100.0%	Oct 27, 2020	No
Renewal License fee										
Vendor : ELECTION SYSTEMS AND SOFTWARE										
Gtin : 000000000000000										

EXPRESSLIN K SOFTWARE LICENSE	Special	1.00	EA	4070.00000	4070.00000	100411102-063000- 0000	100.0%	Oct 27, 2020	No
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Renewal License fee

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 000000000000000

FIRMWARE LICENSE- DS200	Special	300.00	EA	80.00000	24000.00000	100411102-063000- 0000	100.0%	Oct 27, 2020	No
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Renewal License fee

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 000000000000000

FIRMWARE LICENSE- DS450	Special	2.00	EA	1575.00000	3150.00000	100411102-063000- 0000	100.0%	Oct 27, 2020	No
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Renewal License fee

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 000000000000000

FIRMWARE LICENSE- EXPRESSTO UCH	Special	300.00	EA	65.00000	19500.00000	100411102-063000- 0000	100.0%	Oct 27, 2020	No
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Renewal License fee

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 000000000000000

FIRMWARE LICENSE- EXPRESSVO TE	Special	1700.00	EA	65.00000	110500.00000	100411102-063000- 0000	100.0%	Oct 27, 2020	No
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Renewal License fee

Vendor : ELECTION SYSTEMS AND SOFTWARE
Gtin : 000000000000000

HARDWARE Special 2.00 EA 2730.00000 5460.00000 100411102-063000- 100.0% Oct 27, 2020 No
MAINT-DS450
GOLD 0000

ongoing maintenance fee

Vendor : ELECTION SYSTEMS AND SOFTWARE

Gtin : 000000000000000

**Totals: 9 Lines 2308.00 214530.00
USD**



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



INVOICE NO.	PAGE
1163809	1
INVOICE DATE	
10/12/20	

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

SHIP TO: Fort Bend County, Texas
 Elections
 4520 Reading Road
 Ste A400
 Rosenberg, TX 77471

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
F67801	HMA/FMA/SMA 2021-2021	NET 90 DAY	1251046	2861	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

	Coverage Date 01/01/21-12/31/21				
	Election Ref: NA				
300.00	CERT TECH PROGRAM EXP TOUCH		.000000	EA	.00
	Ongoing Maintenance Fee				
300.00	CERTIFIED TECH PROGRAM DS200		.000000	EA	.00
	Ongoing Maintenance Fee				
1700.00	CERTIFIED TECH PROGRAM EXPVOTE		.000000	EA	.00
	Ongoing Maintenance Fee				
1.00	ElectWare PYO Standard		39500.000000	EA	39,500.00
	Renewal License Fee				
1.00	ElectWare Regional Transmissio		6040.000000	EA	6,040.00
	Renewal License Fee				
1.00	ElectWareSynth Audio-Additionl		2310.000000	EA	2,310.00
	Renewal License Fee				
1.00	ExpressLink Software License		4070.000000	EA	4,070.00
	Renewal License Fee				
300.00	Firmware License-DS200		80.000000	EA	24,000.00
	Renewal License Fee				
2.00	Firmware License-DS450		1575.000000	EA	3,150.00
	Renewal License Fee				
300.00	Firmware License-ExpressTouch		65.000000	EA	19,500.00
	Renewal License Fee				
1700.00	Firmware License-ExpressVote		65.000000	EA	110,500.00

OCT 16 2020
 COUNTY AUDITOR

FREIGHT DISCOUNT
 SHIPPING & HANDLING
 TOTAL

INVOICE NO.	ACCOUNT NO.	AMOUNT

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



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



INVOICE NO.	PAGE
1163809	2
INVOICE DATE	
10/12/20	

BILL TO: Fort Bend County, Texas
 Fort Bend County Auditor
 301 Jackson St

 Richmond, TX 77469

SHIP TO: Fort Bend County, Texas
 Elections
 4520 Reading Road
 Ste A400
 Rosenberg, TX 77471

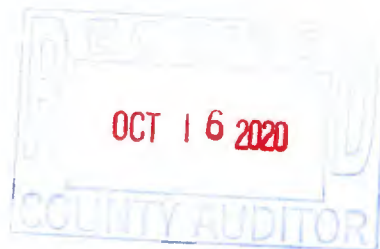
ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
F67801	HMA/FMA/SMA 2021-2021	NET 90 DAY	1251046	2861	ES&S DEL
QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM	DISC. %	EXTENDED PRICE

Coverage Date 01/01/21-12/31/21

Election Ref: NA

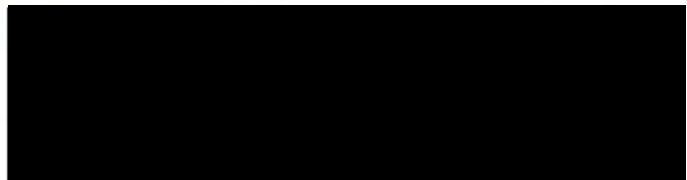
Renewal License Fee

2.00	Hardware Maint-DS450 Gold Ongoing Maintenance Fee	2730.000000 EA	5,460.00
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0	USD	.00
		.00
		.00
	FREIGHT DISCOUNT	.00
	SHIPPING & HANDLING	.00
	TOTAL	214,530.00
		USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
1163809	F67801	214,530.00 USD



TX TX1

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-695180

Date Filed:
 12/03/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 ELECTION SYSTEMS & SOFTWARE, LLC
 Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 12616
 Renewal of software and firmware licenses.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

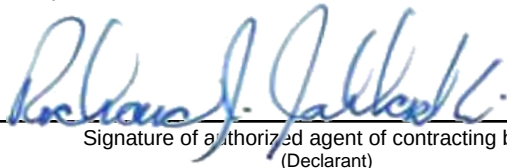
6 UNSWORN DECLARATION

My name is Richard J. Jablonski

My address is 11208 John Galt Blvd
 (street)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County County, State of NE, on the 3rd day of December, 20 20
 (month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-695180

Date Filed:
12/03/2020

Date Acknowledged:
12/15/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ELECTION SYSTEMS & SOFTWARE, LLC
Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

12616
Renewal of software and firmware licenses.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT II



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



Invoice

Invoice Date 11/22/21
 Order Date 11/22/21
 Customer Number 38887
 Customer's PO No
 Terms of Payment 30 Days Net
 Order Number 111326

ORIGINAL

Invoice Number CD2012720
 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
 4520 Reading Road
 Rosenberg, TX 77471

Invoice for Service Contract: 2642, DS450-2;DS200-300;EV-1700;ET-300;EW-3;EL

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	HMA - DS450 Extended Warranty with Annual Maintenance 01-JAN-22 to 31-DEC-22	2.00	EA	2,730.000	0.00	0.00	5,460.00
2	Electionware PYO Standard - Renewal License Fee 01-JAN-22 to 31-DEC-22	1.00	EA	39,500.000	0.00	0.00	39,500.00
3	Electionware Additional Synthesized Audio - Renewal License Fee 01-JAN-22 to 31-DEC-22	1.00	EA	2,310.000	0.00	0.00	2,310.00
4	ExpressLink Software License - Renewal License Fee 01-JAN-22 to 31-DEC-22	1.00	EA	4,070.000	0.00	0.00	4,070.00
5	Electionware Regional Transmission - Renewal License Fee 01-JAN-22 to 31-DEC-22	1.00	EA	6,040.000	0.00	0.00	6,040.00
6	Firmware License - DS200 01-JAN-22 to 31-DEC-22	300.00	EA	80.000	0.00	0.00	24,000.00
7	Firmware License - ExpressVote BMD 01-JAN-22 to 31-DEC-22	1,700.00	EA	65.000	0.00	0.00	110,500.00
8	Firmware License - DS450 01-JAN-22 to 31-DEC-22	2.00	EA	1,575.000	0.00	0.00	3,150.00
9	Firmware License - ExpressTouch 01-JAN-22 to 31-DEC-22	300.00	EA	65.000	0.00	0.00	19,500.00

Tracking #:

Sub Total Amount 214,530.00



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



Invoice

Invoice Date
11/22/21
Order Date
11/22/21
Customer Number
38887
Customer's PO No

Terms of Payment
30 Days Net
Order Number
111326

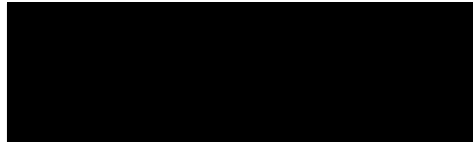
ORIGINAL

Invoice Number
CD2012720
Election Date

Page
2 (2)

Total Exclusive Tax	214,530.00
Total Tax	0.00
Invoice Amount	214,530.00

Customer Number	Invoice Number	INVOICE AMOUNT
38887	CD2012720	214,530.00



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

Exhibit II

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-843225

Date Filed:
 01/25/2022

Date Acknowledged:
 02/08/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Election Systems & Software, LLC
 Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 12616
 Elections Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)