

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

### ADDENDUM TO EVID SYSTEM SALE AND LICENSE AGREEMENT

THIS ADDENDUM TO EVID SYSTEM SALE AND LICENSE AGREEMENT (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and VR Systems, Inc. (“VRS”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted VRS’ EViD System Sale and License Agreement and Quote (collectively the “Agreement”), attached hereto as Exhibits “A” and “B” respectively, and incorporated fully by reference, for the purchase of electronic voter identification and validation system and related services (the “Services”) on behalf of the Fort Bend County Clerk; and

WHEREAS, County desires that VRS provide Services as will be more specifically described in this Agreement; and

WHEREAS, VRS represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Buy Board Purchasing Cooperative Contract No. 710-23 for Election Voting Systems Equipment and Supplies, which is incorporated fully by reference only, for the purchase of the electronic voter identification and validation system and related services; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is pursuant to a Cooperative Purchasing Program in accordance with Chapter 271 of the Texas Local Government Code; and

WHEREAS, §262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, on August 26, 2025, the Fort Bend County Commissioner’s Court authorized the Purchasing Agent to procure necessary services to facilitate the upcoming elections; and

WHEREAS, on August 26, 2025, the Fort Bend County Commissioner’s Court also authorized the use of any available and applicable exemptions required by the County Purchasing Act that would otherwise be required for any said purchase and authorized the Fort Bend County Judge to execute any such Agreement without further court action.

WHEREAS, the following changes are incorporated as if a part of the Agreement.

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

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** This Agreement is effective upon execution by County. The term of the Agreement is for three (3) years, beginning the first day of the first month following the Effective Date, and ending at the end of the three (3) year term unless terminated sooner in accordance with the terms of this Agreement. The Agreement shall not automatically renew, but may be renewed upon written agreement of the parties.
3. **Scope of Services.** Subject to this Addendum, VRS will provide electronic voter identification and validation system ("EViD System) and associated services ("Services"), as described in the Quote and EVid System Sale and License Agreement, attached as Exhibit A, and incorporated by reference, and in accordance with Buy Board Purchasing Cooperative Contract No. 710-23 for Election Voting Systems Equipment and Supplies. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
4. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice as otherwise detailed in Exhibit B of the Agreement. VRS may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to the invoice submitted by VRS, County shall notify VRS no later than thirty (30) days after the date County receives the invoice as set forth in Section E(2) of the Agreement. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall immediately notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **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.

- 7. Maximum Compensation.** VRS's fees shall be calculated at the rates set forth in Quote and Sale and License Agreement attached as Exhibits A and B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Five Hundred Forty-four Thousand, Seven Hundred Twenty and 00/100 dollars (\$544,720.00), to be certified and paid in the following amounts:

Year 1: \$478,380.00

Year 2: \$ 33,170.00

Year 3: \$ 33,170.00

In no case shall the amount paid by County for the services identified in Exhibit A under this Agreement, exceed the Maximum Compensation without an approved change order or amendment.

- 8. Limit of Appropriation.** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to the total maximum sum of Five Hundred Forty-four Thousand, Seven Hundred Twenty and 00/100 dollars (\$544,720.00), specifically allocated to fully discharge any and all liabilities County may incur. VRS does further understand and agree, said understanding an agreement being of the absolute essence of this Agreement, that the total maximum compensation that VRS may become entitled to and the total maximum sum that County may become liable to pay to VRS shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Forty-four Thousand, Seven Hundred Twenty and 00/100 dollars (\$544,720.00).

- 9. Public Information Act and Open Meetings Act.** VRS 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 VRS 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 and this Addendum are not proprietary or confidential information.

VRS expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

10. **Insurance.** Prior to commencement of the Services, VRS shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. VRS shall provide certified copies of insurance endorsements and/or policies if requested by County. VRS shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. VRS shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- a. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - b. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
    - i. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
    - ii. Professional Liability insurance with limits not less than \$1,000,000.
  - c. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
  - d. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.
  - e. VRS shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - f. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
  - g. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

- h. VRS is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificate of Insurance.
11. **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.
12. **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 VRS for any reason are hereby deleted.
13. **Assignment.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
14. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in a state or federal court of competent jurisdiction located in or serving Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. Neither party shall agree to pay any and/or all attorney fees incurred in any way associated with the Agreement.
15. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, VRS hereby verifies that VRS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, VRS 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, VRS 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, VRS 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.
16. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute, unless otherwise specified in the Agreement.
17. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, TYLER 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.
18. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict and the Cooperative Purchasing Contract, the Cooperative Purchasing Contract controls to the extent of the conflict.
19. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
20. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
21. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

22. **County Data.** For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from VRS in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

23. **Compliance with Laws.** VRS shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, VRS shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

VRS in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

24. **Independent Contractor.** In the performance of work or services hereunder, VRS shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of VRS or, where permitted, of its subcontractors. VRS and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

26. **Remote Access.** As applicable, if VRS requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of VRS's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before VRS is granted remote access to County Systems:

(A). VRS will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.

(B). VRS will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. VRS will not access County Systems via unauthorized methods.

- (C). VRS'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 VRS to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). VRS will allow only its Workforce approved in advance by County to access County Systems. VRS will promptly notify County whenever an individual member of VRS's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. VRS will keep a log of access when its Workforce remotely accesses County Systems. VRS 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 VRS's Workforce is provided with remote access to County Systems, then VRS'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 VRS to comply with this Section may result in VRS and/or VRS'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 VRS, is under the direct control of VRS, whether or not they are paid by VRS 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).

(Execution Page Follows)

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

**FORT BEND COUNTY**

KP George  
KP George, County Judge

9/12/2025  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk



**VR SYSTEMS, INC.**

O-A-B  
Authorized Agent - Signature

David A. Bennett  
Authorized Agent- Printed Name

Treasurer & CFO  
Title

9/12/2025  
Date

*AUDITOR'S CERTIFICATE*

I hereby certify that funds are available in the total amount of \$ 544,720.00 to pay the obligation of Fort Bend County under this contract for services provided by VR Systems, Inc.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

**Attachments:**

Exhibit A: EViD System Sale & License Agreement

Exhibit B: Quote

**EXHIBIT A**  
**(EViD System Sale and License**  
**Agreement follows behind)**

# EViD System Sale & License Agreement

*Between:*

**VR Systems, Inc.**

3773 Commonwealth Blvd.  
Tallahassee, FL 32303

**Fort Bend County Elections Office**

3730 Bamore Rd.  
Rosenberg, TX 77471

*Agreement Date:* **September 4, 2025**

## VR Systems' EViD System Sale & License Agreement

This Agreement is made between VR Systems, Inc. ("VRS"), 3773 Commonwealth Blvd., Tallahassee, FL, 32303 and Fort Bend County Elections Office ("Customer"), 3730 Bamore Rd., Rosenberg, TX, 77471.

WHEREAS, VRS has developed an electronic voter identification and validation system;

WHEREAS, Customer desires to acquire the electronic voter identification and validation system of VRS;

NOW THEREFORE, VRS and Customer hereby agree as follows:

### 1. *Definitions.*

As used in this Agreement, the following terms have the following meanings:

"EViD Voter Check-in Station" or "EViD Station" means the equipment described in Exhibit B hereto.

"EViD Software" means the computer programs of VRS (each being a series of instructions or statements in machine readable form and/or any database in machine readable form) together with their related documentation which may be in electronic form, described in Exhibit B hereto.

"EViD Software Maintenance Fee" means an amount payable by Customer to VRS for EViD Software Maintenance Services in respect of a component of EViD Software and the right to use the component and to receive VRS Web Services in respect thereof.

"EViD Software Maintenance Services" means technical support services provided by VRS to Customer as more fully described in Section 7 of this Agreement.

"EViD System" means one or more EViD Stations together with the EViD Software, the Third-Party Software and the VRS Web Services.

"License Term" means the period when Customer is authorized to use a component of the EViD Software.

"Recommended Equipment" means the equipment, communication facilities, and other items described in Exhibit C hereto which are required for the successful operation of the EViD System and which Customer is responsible for providing.

"Third-Party Software" means the computer software identified in Exhibit B hereto which has been manufactured by a party or parties other than VRS.

"VRS Web Services" means the provision of a web site and services of VRS described in Exhibit B hereto.

## 2. *Title of Equipment and License of Software.*

2.1 Purchase Terms. VRS agrees to sell, and Customer agrees to purchase, an EViD System consisting of EViD Stations in the quantities specified in Exhibit A hereto; licenses to use the EViD Software pursuant to Section 2.2 of this Agreement; and quantities of the Third-Party Software sufficient for the EViD Stations. The purchase price and payment terms for the EViD System are set forth in Exhibit A hereto. Title to an EViD Station shall pass to Customer when the EViD Station is delivered to Customer. VRS shall reserve a security interest in the EViD Stations until Customer has paid VRS for the EViD System.

2.2 Licenses. VRS grants to Customer nonexclusive, nontransferable licenses: (a) to use the EViD Software in machine readable form on the EViD Stations and on the Recommended Equipment as specified in Exhibit C hereto and (b) to copy the EViD Software to provide sufficient backup copies to support Customer's authorized use of the EViD Software. A licensed copy of the applicable EViD Software is required for each EViD Station. The EViD Software may be used only in the county in which Customer is located and only for the purpose of voter identification and validation.

All rights in the EViD Software not expressly licensed hereunder are retained by VRS, including the right to modify the EViD Software in any way.

2.3 License Term. The initial License Term with respect to each component of the EViD Software shall commence upon its delivery to Customer and continue thereafter for the period specified in Exhibit A hereto, but only so long as: (a) Customer is not in breach of, or in default under, this Agreement and (b) Customer is subscribing to EViD Software Maintenance Services in respect of the component pursuant to Section 7.3 hereof.

Upon expiration of the initial License Term, the license of a component of the EViD Software may be extended on a year-to-year basis by mutual agreement and upon payment by Customer of the applicable EViD Software Maintenance Fee then in effect. Customer may terminate any license effective upon expiration of its initial License Term or any annual extension thereof with 60 days prior written notice to VRS. VRS may terminate any license if Customer fails to pay the consideration due or breaches Section 12.2 of this Agreement with respect to the EViD Software.


2.4 Third-Party Software. The Third-Party Software is furnished subject to its respective manufacturers' license agreements, including restrictions on copying.

## 3. *Delivery, Risk of Loss.*

VRS will deliver the EViD System to the location designated in Exhibit A hereto in accordance with the delivery schedule set forth therein. Risk of loss with respect to an EViD Station shall pass to Customer when the Station is delivered to the designated location. If a licensed component of EViD Software is lost or damaged while in the possession of Customer, VRS will replace such licensed component at the applicable charges, if any, for shipping and/or storage media.

## 4. *Installation.*

4.1 On the initial delivery of EViD Voter Check-In Stations to Customer, VRS will perform the installation services described in Exhibit D hereto. The charges applicable to such installation services are specified in Exhibit A hereto. If, as a result of unavailable Customer equipment or staff, VRS



personnel are required for installation beyond the time specified in Exhibit D, Customer will be subject to an additional per-day installation charge at VRS' prevailing rates.

Customer is responsible for qualifying subsequent deliveries of EViD Stations. Customer shall inform VRS in writing within 10 days of a delivery of EViD Stations of any discrepancies in the delivery or in individual EViD Stations.

## 5. *Training.*

VRS will train Customer's staff in the use and operation of the EViD System in accordance with Exhibit D hereto on the date or dates specified therein. The charges applicable to such training are as specified in Exhibit A hereto. If, as a result of unavailable Customer equipment or staff, VRS personnel are required for training beyond the time specified in Exhibit D, Customer will be subject to an additional per-day installation charge at VRS' prevailing rates.

## 6. *VRS Web Services.*

VRS will provide the VRS Web Services described on Exhibit B hereto in support of the applicable licensed EViD Software.

## 7. *EViD Software Maintenance Services.*

7.1 VRS will provide: (a) telephone assistance during normal business hours concerning Customer's use and operation of the licensed EViD Software; (b) telephone assistance during normal business hours in problem diagnosis and resolution; (c) bulletins regarding errors discovered in the EViD Software; and (d) error correction information for the licensed EViD Software, such as corrected code (or notice of the availability of corrected code) or a restriction or bypass (collectively, "updates"). VRS' responsibilities under this Section 7.1 shall be binding only with respect to the most recent release of the licensed EViD Software which VRS has made available to Customer and only if the EViD Software is being used in conjunction with Recommended Equipment and has not been altered by Customer. VRS shall notify Customer of each update which it believes must be installed before an election.

7.2 VRS will from time to time furnish to Customer without additional charge one copy of each release of the licensed EViD Software that VRS has released for use by its customers generally.

7.3 The fee for the first year of EViD Software Maintenance Services (the first EViD Software Maintenance Fee) is included in the purchase price. Subsequent EViD Software Maintenance Fees applicable to a component of the EViD Software will be due on or before the forthcoming annual anniversary of the delivery of the component to Customer. The first such EViD Software Maintenance Fees are specified in Exhibit A hereto. Subsequent EViD Software Maintenance Fees will be those then in effect subject to the limitation specified in Exhibit A.

## 8. *Certain Responsibilities of Customer.*

8.1 Customer is responsible for providing the Recommended Equipment and for obtaining and installing any upgrades thereof which are required to operate any new release of the EViD Software. VRS shall provide written notice to Customer of any such required upgrades of Recommended Equipment.

8.2 Customer will store and maintain the EViD Equipment as specified in Exhibit C hereto.

8.3 Customer shall obtain and install only such updates of the Third-Party Software as VRS may from time to time specify by notice to Customer.

## 9. *Miscellaneous Charges, Invoices, Interest, Nonappropriation.*

9.1 Charges for installation services, training, storage media, optional printed materials, transportation and per diem charges and other similar one-time charges which become payable under this Agreement are due upon the furnishing of the service or material by VRS.

9.2 VRS shall invoice Customer for all payments due VRS under this Agreement. Customer shall pay invoices in accordance with this Agreement. Interest on any overdue payments owed by Customer under this Paragraph, or under any other Paragraph of this Agreement, shall be charged and invoiced for as provided for in V.T.C.A., Government Code Chapter 2251.

9.3 The prices specified in this Agreement do not include taxes. Customer is a tax-exempt entity as of the date of this Agreement and is therefore not liable for sales, use or other taxes. Customer shall notify VRS of any change in its status with respect to taxes.

9.4 If funds for future services of VRS under this Agreement are not appropriated or otherwise made available to Customer, Customer shall give VRS written notice thereof, and any automatic renewal of, previous agreement to acquire, or previously placed order for, such services which is to take effect on or after the beginning of the fiscal period for which the nonappropriation or nonavailability is applicable shall become void and of no force or effect. Customer estimates that the items included in the Total Initial Fees amount on Exhibit A are sufficient to meet its requirements for the first twelve months of this Agreement, and Customer represents and warrants that sufficient funds to pay for those items included in the Total Initial Fees amount for the first twelve months of this Agreement are available.

## 10. *Additional Products.*

Additional EViD Stations and related EViD Software may be ordered under this Agreement with a Supplement to this Agreement ("Supplement") signed by Customer and by VRS. VRS will furnish to Customer the EViD Stations, EViD Software and Third-Party Software designated in the Supplement and grant to Customer nontransferable, nonexclusive licenses to use the EViD Software designated therein subject to the terms and conditions of this Agreement and any supplemental terms and conditions in the Supplement. VRS reserves the right to change specifications of EViD Stations and to discontinue models thereof without notice to Customer if no deliveries or orders are pending under this Agreement.

## 11. *Proprietary Rights.*

Title and full ownership rights to the EViD Software shall at all time remain with VRS. The original and any copies of the EViD Software shall be the property of VRS. Title and ownership rights to the Third-Party Software shall at all times remain with its respective manufacturers.

## 12. *Protection and Security.*

12.1 Customer shall keep the EViD Software free from any and all liens and claims and shall do or permit no act whereby VRS' title or rights may be encumbered or impaired. Customer shall maintain all copyright, trademarks, patent or other intellectual or proprietary rights notices which are displayed on the EViD Equipment, the EViD Software, or any electronic or printed materials furnished to Customer under this Agreement, and on all permitted copies of such materials.

12.2 Customer shall not: (a) reverse engineer, reverse compile, or reverse assemble the EViD Software or otherwise create, attempt to create, or permit, allow or assist others to create the source code or the structural framework of part or all of the EViD Software; (b) cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the EViD Software in whole or in part, to or by any third party without VRS' prior written consent; or cause or permit any change to be made to the EViD Software without VRS' prior written consent.

12.3 Customer agrees that it will take appropriate action by agreement, instruction or otherwise, with any persons permitted access to the EViD Software so as to satisfy its obligations under this Agreement.

## 13. *Confidentiality of Voter Records.*

VRS shall not copy voter registration records or permit its employees to extract any information from such records without the consent of the Elections Official. VRS acknowledges that Customer is subject to the Texas Public Information Act found in Chapter 552 of the Texas Government Code (the "Public Information Act"). The parties believe that VRS is a private entity and not a governmental body, or acting as an agency of a governmental body, and its internal communications, documents, information and proprietary and trade secrets (collectively "proprietary information") are not public records or are exempt under Subchapter C<sup>1</sup> of the Public Information Act. VRS shall, with respect to any public records it maintains in connection with this Agreement, comply with the provisions of Chapter 552 of the Texas Government Code. VRS shall notify Customer of any public records request it may receive and shall cooperate with Customer in the determination of which, if any, requested public records are exempt or confidential, and that must not be disclosed except as authorized by law. In the event the Customer receives a request under the Public Information Act for confidential or proprietary information, it shall notify VRS. It is expressly agreed that upon request by VRS, the Customer shall request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to any requested information and whether the information is to be made available to the public, or is exempt. The Customer shall be entitled to rely on the decision of the Attorney General of the State of Texas.

## 14. *Discontinuance.*

Within 60 days after the termination of the licenses granted by VRS under this Agreement, Customer shall return to VRS or destroy the original and all copies, in whole or in part, in any form, of the EViD Software received from VRS or made in connection with such licenses and certify to VRS that it has so done.

## 15. *Warranty.*

15.1 EViD Software. VRS warrants that the EViD Software and each component thereof will conform, when delivered to Customer, to the documentation in effect for the EViD Software at that time.

15.2 EViD Equipment Limited Warranty. VRS warrants that each item of EViD Equipment will, when delivered to Customer, conform to its specifications and be free from defects in material or workmanship. The additional terms and conditions of VRS' Limited Warranty concerning the EViD Equipment are set forth on Exhibit E hereto.

Upon expiration of the Limited Warranty applicable to an item of EViD Equipment, extended warranty support or other maintenance coverage of the item may be arranged on such terms and at such rates as are mutually agreeable.


15.3 EViD System. VRS warrants that the EViD System will operate in conjunction with the Recommended Equipment, provided that (a) Customer has installed and is using the most recent release of the licensed EViD Software provided to it by VRS and it has not been altered by Customer, (b) the EViD Stations are under warranty, and (c) the Recommended Equipment is in good operating condition and performing in accordance with its specifications and documentation in all material respects.

15.4 VRS does not warrant that the functions provided by the EViD System, or any component thereof will meet any particular requirement or purpose, other than those set out in writing in this Agreement. VRS does not warrant that the operation of the EViD System or any component thereof will be uninterrupted or error free.

15.5 In the event of a breach of any of the warranties set forth in this section 15, VRS' obligations, as described in such section, if performed, are customer's sole and exclusive remedies. The foregoing warranties are in lieu of all other warranties, and VRS expressly disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. VRS' liability with respect to any breach of any kind is expressly limited to the warranties stated in the preceding. VRS assumes no liability for any special damages.

## 16. *Indemnification by VRS.*

16.1 Infringement. VRS will at its own expense indemnify, defend and hold harmless Customer from and against any action brought by a third party against Customer to the extent that it is based on a claim that the EViD Software infringes a trade secret, patent, or copyright, and VRS will pay those costs and damages finally awarded against Customer in any such action which are attributable to any such claim, but such defense and payment are conditioned on the following: (a) that VRS shall be notified promptly in writing by Customer of any notice of such claim; and (b) that VRS shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. Customer agrees to allow VRS, at VRS's option and expense, if such claim has occurred or in VRS's judgment is likely to occur, to procure the right for Customer to continue using the EViD Software or to replace or modify it so that it becomes non-infringing. Notwithstanding the foregoing, VRS shall have no liability to Customer for any claim resulting from any acts, errors or omissions of Customer, including (a) Customer's failure to timely install and use any release or update timely provided to it by VRS; (b) the use of any EViD Software or EViD Station in combination



with other equipment or software not meeting VRS' specifications for use with such EViD Software or EViD Station; or (c) Customer's modification or alteration of any component of the EViD Software or EViD Station without the prior written consent of VRS. This Section 16.1 states VRS's entire obligation to Customer concerning infringement and the like.

16.2 Personal Injury/Property Damage. VRS will at its own expense indemnify, defend and hold harmless Customer from and against any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligent or willful act, error or omission of VRS, its employees or subcontractors. Customer shall notify VRS within 30 days of discovery of any claim for which it may be entitled to indemnification under this Section 16.2. Customer hereby gives VRS full and complete authority and shall provide such information and assistance as is necessary (at VRS' expense with respect to reasonable out-of-pocket costs) to enable VRS to defend, compromise or settle any such claim.

## 17. *Limitation of Liability.*


17.1 Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Any action by either party against the other shall be commenced within the applicable statute of limitations period. By entering into this Agreement, Customer agrees to accept responsibility for: (a) the use of the EViD Software and the EViD Stations and (b) the selection of, use of and results obtained from any equipment, software or services not provided or approved by VRS and used with the EViD Software and the EViD Stations. VRS will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by: (a) Customer's failure to install and use the most recent release of the licensed EViD Software or update thereof timely provided to it by VRS; or (b) Customer's election not to receive, or Customer's election to terminate, the EViD Software Maintenance Services; or (c) Customer's failure to store, transport or assemble the EViD Stations correctly.

17.2 VRS's liability for damages to Customer for any cause whatsoever and regardless of the form of action shall be limited to the amounts paid to VRS for the EViD System hereunder or \$500,000 whichever is the lesser. This limitation of liability will not apply to claims under Section 16 hereof.

17.3 Except for a delay or the failure in the payment of money, if either party is delayed or prevented from performing its obligation under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, Acts of God, labor disputes and governmental regulations, not the fault of the party failing or delaying the performance, 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. VRS and Customer agree to cooperate with one another to develop mutually agreeable alternatives in order to minimize the adverse effect of any such delay.

## 18. *Term and Termination.*

18.1 This Agreement is effective from the date it is signed by Customer and by VRS and will remain in effect until all licenses granted by VRS hereunder have expired or been terminated and all components of the EViD Software have been returned to VRS or destroyed.



18.2 Either party may terminate this Agreement and all licenses granted hereunder with written notice to the other effective immediately if the other party is in material breach of this Agreement and, in the case of a breach capable of remedy, fails to cure the breach within 30 days of receiving written notice of the breach.

### 19. *Notice.*

Any notice required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, on the date listed on the return receipt. All notices to Customer (other than invoices) shall be sent to the attention of the Election Official in the county in which Customer is located at the address set forth hereinabove (or such other person or address as Customer may designate by notice to VRS). All notices to VRS shall be sent to the attention of the person identified on the signature page to this Agreement and at the address set forth hereinabove (or such other person or address VRS may designate by notice to Customer).

### 20. *Arbitration/Mediation.*

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall be sought in Customer's County. In such cases the parties shall evenly split the cost of any mediator(s) used in such proceedings. Any settlement entered into outside a court of competent jurisdiction shall be committed to writing and signed by both parties.

### 21. *Specific Performance.*

21.1 Each party agrees with the other party that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which each party may be entitled, at law or in equity, each party shall be entitled to injunctive relief to prevent or remedy breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any arbitration proceeding instituted in accordance with Section 20 of this Agreement, and, if need be, in any action instituted in any court of competent jurisdiction to compel arbitration or to enforce or confirm decisions or awards rendered by the Arbitrator in any arbitration proceeding instituted in accordance with Section 20 of this Agreement.

21.2 Nothing in this Agreement shall be deemed to limit the right of any party (a) to obtain from a court provisional or ancillary remedies such as, without limitation, temporary restraining orders, preliminary injunctive relief, or the appointment of a receiver. The institution or maintenance of an action for provisional or ancillary remedies shall not constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate pursuant to Section 20 of this Agreement the merits of the controversy, claim or dispute occasioning resort to such remedies.

## 22. *Assignment.*

22.1 If Customer fails to make agreed payments in a timely manner VRS may become in default of its financial obligations. If VRS is in default of its financial obligations Customer acknowledges that VRS has granted to First Commerce Credit Union ("Bank") a security interest in and an assignment of this Agreement and all payments which are due and all payments which become due to VRS under this Agreement. Customer consents to such security interest and assignment, which secure certain obligations VRS owes to Bank. Customer further acknowledges that, in the event VRS defaults in any of its obligations to Bank, then Bank may direct that Customer pay directly to Bank all payments which are due and all payment which become due to VRS under this Agreement. Upon receipt of written instructions from Bank, Customer agrees to pay directly to Bank all payments which are due and all payments which become due to VRS under this Agreement.

22.2 With the exception of the aforementioned security interest, and except in the case of a sale, transfer or assignment of all or substantially all of the assets of VRS to a successor who has asserted its intent to continue the business of VRS, 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.

## 23. *General.*

23.1 Entire Agreement. This Agreement, including all Exhibits and Attachments hereto, and any applicable Supplements to it constitute 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 discussion, 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 consisting of Sections 1 through 23 (other than with respect to Section 7.3), 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.

23.2 Waiver. 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.

23.3 Remedies. Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

23.4 Severability. If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to use their best efforts to amend the unenforceable or invalid provision so as to best accomplish the objective of such provision. Any such amendment shall be in writing and be executed with the same formality as this Agreement.

23.5 Construction. As used in this Agreement, "including" means "including without limitation". The singular shall include the plural and vice versa. The title of each Section, Exhibit, Schedule and Attachment is inserted solely for convenience of reference and shall not constitute a part of this

Agreement, nor shall they affect the meaning, construction or effect of this Agreement. The fact that a provision of this Agreement may have been drafted by a particular party shall not be construed for or against either party.

23.6 Survival. The provisions of Sections [1, 9.2, 11, 14, 16, 17, 20, 21 and 23] of this Agreement shall survive the expiration or termination of this Agreement, and any and all amounts accrued and unpaid hereunder shall survive the expiration or termination of this Agreement until satisfied or waived.

23.7 Counterparts, Execution by Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall, within five business days, exchange original versions of such signature pages.

23.8 Other. In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. VRS 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. VRS will not be responsible for errors that arise from user errors, voter errors or problems encountered by individuals in voting that are not covered by warranty or for which VRS is not otherwise responsible under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Agreed By:



for Mindy J. Perkins, President & CEO  
VR Systems, Inc., Tallahassee, FL

John Oldham, Elections Administrator  
Fort Bend County Elections Office

Date: 9/12/2025

Date: \_\_\_\_\_

# Exhibit A

## EViD System Sale Pricing & Summary

Fort Bend County Elections Office

Term of Contract: 3 Years

### Schedule of Initial Products (Year 1)

Quantity	BuyBoard Item Number	Description	Price	Total Price
250	TX-EVHW-E	Texas EViD Edge Workstation	\$1,845	\$461,250
1	TX-EV-EVMGR	Texas EViD Manager License	\$1,835	\$1,835
1	TX-EV-EVMGR	First Year Use Credit for Texas EViD Manager License	-\$1,835	-\$1,835
1	TX-EV-WSRV	Texas EViD Web Service Fee	\$1,835	\$1,835
1	TX-EVIMP-R	Texas EViD Remote Setup and Implementation	\$2,039	\$2,039
1	TX-EVTRN-OS	Texas EViD On-site Implementation Training: Includes two (2) days of on-site training with one (1) trainer.	\$6,118	\$6,118
1	TX-EVACT-OS	Texas EViD On-site Acceptance Testing Assistance: Includes one (1) day of on-site assistance with completing recommended acceptance testing.	\$5,098	\$5,098
2	TX-EVACT-OS-A	Texas EViD On-site Acceptance Testing Assistance – Additional Day: Includes one (1) additional day of on-site assistance with completing recommended acceptance testing.	\$1,020	\$2,040

**Total Initial Fees: \$478,380**

*Schedule of Estimated Annual Renewal Fees (Year 2)*

Quantity	BuyBoard Item Number	Description	Price	Total Price
250	TX-EVHW-E-MS	Texas EVID Edge Workstation Annual Maintenance and Support	\$118	\$29,500
1	TX-EV-EVMGR-MS	Texas EVID Manager Annual Maintenance and Support	\$1,835	\$1,835
1	TX-EV-WSRV-MS	Texas EVID Web Service Annual Maintenance and Support	\$1,835	\$1,835

**Total Estimated Annual Fees: \$33,170**

*Payment Terms:*

Initial fees are due upon delivery. Annual renewal fees are due on anniversary of delivery. Prices are valid through October 3, 2025.

The items in this Exhibit A are listed on the BuyBoard Purchasing Cooperative, contract number 710-23.

*Agreed By:*


*[Handwritten Signature]*

for Mindy J. Perkins, President & CEO  
VR Systems, Inc., Tallahassee, FL

John Oldham, Elections Administrator  
Fort Bend County Elections Office

Date: 9/12/2025

Date: \_\_\_\_\_



These new EViD EDGE units carry a 1 year factory warranty and are eligible for the Hardware Repair Program at the end of the factory warranty period.

**Charge for additional days of Installation or Training will be at VRS' prevailing rates.**

## **Initial License Term and Annual Renewal**

The initial License Term with respect to a component of EViD Software shall be three (3) years from the date of delivery of the component. It shall continue to remain in effect as long as the Annual Software Maintenance Fees are paid.

## **Limitation on Increases in EViD Software Maintenance Fees**

VRS shall have the option to increase EViD Software Maintenance Fees fee by not more than ten percent (10%) of the prior year's fee.

## **Delivery Location**

To be specified by Customer  
(Referenced in Section 3)

## **Delivery Schedule**

To be agreed by Customer and VRS.  
(Referenced in Section 3)

## **Invoicing Address**

(Referenced on page 1, paragraph 1)

## Exhibit B

### *Description of EViD Equipment*

#### **EViD Voter Check-In Station\* - EViD Edge**

1. Base Configuration of Equipment- Main Unit (EViD Edge) includes:
  - a. Ruggedized Tablet Computer
  - b. Adjustable-Angle Tablet Stand / Docking Station
2. Peripheral Equipment for Main Unit (EViD Edge) includes:
  - a. Power Adapter for Stand, Tablet, and Receipt Printer
  - b. Power Cable to Power Receipt Printer from Stand
  - c. Power Adapter for Tablet Only
  - d. 3" Thermal Receipt Printer/Label Printer w/Bluetooth & USB connectivity, removable battery, belt clip, and Power Adapter for Receipt Printer Only
  - e. Driver License Holder
3. Carrying Case: Hard-Shell Carry/Storage Case with handle and form fitted foam insert to accommodate one (1) Main Unit and all peripherals

**\*The license fee for each copy of the EViD Check-in Software is included in the price of the EViD Check-in Station.**

Each EViD Edge Station includes Microsoft Windows 11 IoT Enterprise which is Third-Party Software furnished "as is" subject to the manufacturer's license agreements.



## *Description of EViD Software*

### **EViD Station Check-in Software**

Application software running on the EViD Edge units verifies a voter's eligibility to vote using information imported from EViD Manager, and records that the voter has checked in to vote. A synchronization program exchanges voter check-in information with the EViD Web Site.

Application is optioned to run in three modes:

1. Early Voting at an early voting center.
2. Voter Check-in Station operating at the polls on Election Day
3. Clerk's Station operating at the polls on Election Day. Clerk's station will perform all functions of Voter Check-In Station, and will, in addition, permit the research of voters that the primary check-in station could not locate.

### **EViD Manager Software**

- 1) Program that is part of the EViD Management software that creates an Election-specific database that is placed on the jump drives which are required to run the EViD Stations.
- 2) Program that is part of the EViD Management software that processes the Log File on jump drives returned from Election Day use on EViD Stations, in order to process Voting History Information.
- 3) A Synchronization program that is part of the EViD Manager software and which exchanges voting information with the EViD Web site described below.

### **Description of VRS Web Services**

VR Systems shall provide, create, and maintain an EViD Web Site ("Web Site"). The Web Site will interact with EViD Stations using HyperText Transfer Protocol (HTTP) over Secure Sockets Layer (SSL). The Web Site will also interact with the EViD Manager interface software using HTTPS over SSL. The EViD Web Site will be the site through which information flows between the EViD Stations and the EViD Manager software.



## Exhibit C

### *Recommended Equipment to be provided by Customer*

#### **Communications Required for Each EViD Station**

One EViD Check-In Station at each voting site must have a connection to the internet that allows the use of HTTP over SSL. The internet connection minimum effective bandwidth is 28 kbps. The type of internet access used can be dialup, broadband or mobile broadband.

Any additional hardware for internet connection, not covered in Exhibit B, to be acquired by customer.

#### **Communications Required for EViD Manager Connection**

A broadband connection is required between the County's EViD Manager system and the internet.

#### **Battery Backup**

A UPS is required to maintain service in the event of power failure but is otherwise optional. Customer is responsible for providing suitable backup power services. Customer can contact VRS for information about selecting a UPS that will meet the power needs.

EViD Edge units and receipt printers have internal batteries that can last up to 6 hours. If desired, extra batteries can be purchased and swapped out as needed to last for an entire day of voting. Customer can contact VRS for information about ordering extra batteries.

#### **Consumables**

Consumable supplies are required for the EViD System, including but not limited to the recommended printer paper, the recommended CMOS batteries, and minimum 1-2 GB (depending on the number of registered voters in county) 'jump' drive or 'thumb' drive—the latter can be shared by multiple EViDs. The consumables may be purchased from VRS or from a reputable dealer. If purchased from VRS, VRS only warrants that they are initially free from defect. No other warranty is given.

#### **County System**

The County's EViD Manager runs on the Customer server, network, and workstations. The EViD Manager Software will be installed on a workstation or server.



## **Storage, Assembly and Testing Requirements**

EViD Stations shall be stored in their carrying cases or similar suitable containers in air-conditioned facilities.

Assembly and dismantling of the EViD Stations shall be performed with due care by personnel suitably trained in the care of the equipment.

Periodic testing of the EViD Stations shall be carried out in accordance with Documentation provided by VRS.

## Exhibit D

### Installation

On the initial delivery of Edge units, VRS will train the Customer, as described in Exhibit A, on qualification, storage, and maintenance techniques of the EViD Check-In Stations in accordance with Documentation provided by VRS. All subsequent shipments of EViD Check-In Stations must be qualified as fit for use within 10 days of delivery.

### Damaged or lost-in-transit units

Customer must notify VRS via email or fax on day of delivery if units are damaged, boxes are damaged, or units are missing from the bill of lading.

### Implementation of VRS Web Services

VRS will maintain a web site (EViD Web Site) for the purposes of providing connectivity between the main EViD database and the EViD Stations. VRS will set up the necessary parameters for the EViD Web Site and the necessary EViD Manager software on the main voter database.

### Installation Date(s)


VRS and Customer to mutually agree upon Installation Date(s) after estimated delivery date(s) of first shipment of EViD Stations has (have) been determined.

### Training

VRS will provide training, as described in Exhibit A, for managers and poll worker trainers. The training will be conducted after delivery of the EViD Stations.

Course will include the following topics:

- VR and EViD Team Support
- What is EViD
- How EViD Station Works
- EViD Edge Hardware
- Setting Up Elections
- EViD Configurations
- Creating Activators
- EViD Monitor
- EViD Post-processing

- 
- Procedures on breakdown of communications or equipment
  - Election Cycle Timeline
  - Reports

## **Training Dates**

VRS and Customer to mutually agree upon Training Dates after estimated initial delivery date of EViD Stations has been determined.

## Exhibit E

### Limited Warranty

(a) Subject to the limitations and exclusions set forth in paragraph (b) of this Limited Warranty, VRS warrants that each EViD Edge will conform to its specifications and be free from defects in material or workmanship for one (1) year. The Limited Warranty period with respect to an item of EViD Equipment will commence on the delivery date of the item to Customer. If an item of EViD Equipment while subject to this Limited Warranty is defective in material or workmanship during the warranty period, then VRS will repair or replace the item. All exchanged parts and items replaced under this Limited Warranty will become property of VRS. No repair or replacement of an item of EViD Equipment shall extend this Limited Warranty period as to the entire item. Warranty on the repair part and workmanship shall only be effective for the remaining period of the Limited Warranty or ninety (90) days, whichever is greater.

(b) VRS shall have no obligation under the foregoing Limited Warranty with respect to an item of EViD Equipment if the item has been damaged due to abuse, misuse, neglect, smoke exposure (cigarette or otherwise), accident, unusual physical or electrical stress, unauthorized modifications (including use of an unauthorized mount), tampering, alteration or service other than by VRS or its authorized agents, causes other than from ordinary use or failure to properly use the item in the application for which the item was intended. The Limited Warranty excludes cleaning, repair, or replacement of cosmetic damage to plastics and damage as a result of normal wear.

(c) Customer shall follow the procedures and policies in this Exhibit to obtain Limited Warranty service.

(d) Repairs outside of the terms of the Limited Warranty will be on a time and materials basis.


### To Be Eligible for Limited Warranty Coverage

Any person exercising a claim under this Limited Warranty must establish to the satisfaction of VRS both the date of purchase and that the Product was purchased new from VRS. The serial number from the EViD Equipment piece and the sales receipt or invoice, showing the date of purchase of the Product is the proof of the date of purchase.

### Standard Limited Warranty Service Procedures

To exercise the Limited Warranty, Customer must first contact VRS.

For Warranty service, Customer must return or deliver the defective EViD Station (or component thereof, as directed by VRS) fully insured, with all fees prepaid (except as otherwise provided during the first 30 days after purchase pursuant to the section entitled "Out-of-Box Failure ("OBF") 30-Day Limited Warranty", below), to a service facility authorized by VRS. When returning the item to the



authorized service center, a Return Merchandise Authorization Number (RMA #) is required and must be clearly displayed on the outside of the shipping carton or a similar package affording an equal degree of protection. (This number is valid for 30 days from issuance and the product must be received within this time period).

Items returned for Limited Warranty service must be accompanied by a written statement that: (i) explains the problem; (ii) provides proof of date of purchase; and (iii) provides the model and serial number of the Product.

VRS accepts no responsibility for damages that occur in the shipping process.

VRS or the service facility authorized by VRS will return the repaired/replaced item freight prepaid to Customer.

## **Out-of-Box Failure (“OBF”) 30-Day Limited Warranty**

The Out-of-Box Failure (“OBF”) 30 Day Limited Warranty period commences on the date of delivery to Customer. If at any time within the first 30 days of use, an item of EViD Equipment fails due to defective materials or workmanship, VRS will REPLACE the entire item with a new, like item.

Customer must obtain RMA # from VRS. VRS will expedite the replacement item freight prepaid to Customer via Overnight or Next Day Services. For return of a defective item, Customer will be instructed to return or deliver the defective item at the expense of VRS.

For items exceeding this 30-day limitation, please refer to the foregoing Standard Warranty Service Guidelines. No exceptions will be made.

## **Procedures for Order-Entry Errors and Shipping Errors**

If an item of EViD Equipment to be installed by Customer is not what is listed on the packing list or if the wrong item is listed on the packing list, Customer must report the error to VRS within nine (9) days of receipt of the item.

The item must be returned complete and in “re-sellable condition”, where “re-sellable condition” means: All packing materials must be original; all instruction manuals, set-up diskettes, or CD-ROM disks must be returned; all connectors and any other associated parts must be returned.

A new item will be shipped immediately from stock, if available, to correct the shipping error.

VRS will be responsible for shipping costs of these items, if shipped from inventory.

**EXHIBIT B**  
**(Quote follows behind)**



**Company** 0001 - FBC INVENTORY  
COMPANY

**Cost Default Vendor** 38379 - VR SYSTEMS,  
INC.

**Requesting Location** 4111A - Elections  
Administration

**Requisition Description**

**Requisition** 252527 - Unreleased

**Requester** cantucat - Cantu, Cathy

**Purchase From**

**Deliver To**

**Buyer** 36 - Emily Kurtz

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category / Billing Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
EVID SYSTEMS	Special	1.00	EA	478380.00000	478380.00000	300411101-063000-0000		100.0%	Sep 10, 2025	No

**VR Systems' EVID System Sale &**

Vendor : VR SYSTEMS, INC.

Gtin : 00000000000000

VR Systems' EVID System Sale & License Agreement Please see quote for details.

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**Totals: 1 Lines**                      **1.00**    **478380.00**  
USD