



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

## Sales Order Agreement

Customer Contact, Title: Paul Lux - Supervisor of Elections  
Customer Name: Okaloosa County, Florida

Customer P.O. #: \_\_\_\_\_

1st Election Date: March 15, 2016

Estimated Delivery Date: Week of October 12, 2015

Phone Number: (850) 889-5800

Fax Number: (850) 851-7275

Type of Sale:

NEW

Type of Equip:

NEW  REFURBISHED

Bill To:

Okaloosa County, Florida

Paul Lux - Supervisor of Elections

302 Wilson St. N. - Suite 102

Crestview, FL 32536

Ship To:

Okaloosa County, Florida

Paul Lux - Supervisor of Elections

5479 Old Belhel Rd.

Crestview, FL 32536

	Item	Description	Qty	Price	Total
1	DS200	Model DS200 Digital Image Scanner with Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll, and 4GB Jump Drive	60	\$5,750.00	\$345,000.00
2	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Three (3) 8GB Jump Drives, Start-Up Kit, and Dust Cover	1	\$111,500.00	\$111,500.00
3	License Fee	Initial Annual License Fee	1	Included	Included
4	AutoMARK	AutoMARK Voter Assist Terminal with Transport Case, Power Card, Ink Cartridge, 1GB Flashcard, Headset, and Two (2) Privacy Sleeves	60	\$1,200.00	\$72,000.00
5	Software	ElectionWare - PYO Standard	1	\$35,850.00	\$35,850.00
6	Installation	Model DS200 Scanners	80	\$115.00	\$6,900.00
7	Installation/Training Fee	Model DS850 Installation/Training Fee (1st Unit)	1	\$3,500.00	\$3,500.00
8	Installation	AutoMARK Terminals	60	\$105.00	\$6,300.00
9	Services	Equipment Operations Training Day	1	\$1,575.00	\$1,575.00
10	Services	Software Training Day	5	\$1,575.00	\$7,875.00
11	Services	Election On-Site Support Event	2	\$4,125.00	\$8,250.00
12	Other	Model DS200 Wireless Modem	60	\$300.00	\$18,000.00
13	Other	4GB Jump Drives	20	\$105.00	\$2,100.00
14	Other	8GB Jump Drives	15	\$152.34	\$2,285.10
15	3rd Party Items	(See Attached Purchase Agreement)	1	\$34,153.34	\$34,153.34
16	Trade-in Allowance	Equipment Being Traded-In by Customer Includes: 82 - AccuVote OS Scanner with Ballot Box 12 - AccuVote OSX Scanner with Ballot Box 78 - AccuVote TSX Terminal	1	(\$15,250.00)	(\$15,250.00)
17	Shipping	Shipping & Handling	1	\$10,400.00	\$10,400.00

Freight Billable: yes  no

Order Subtotal: \$ 650,438.44  
Customer Discount: (\$26,000.00)  
Order Total: \$ 624,438.44



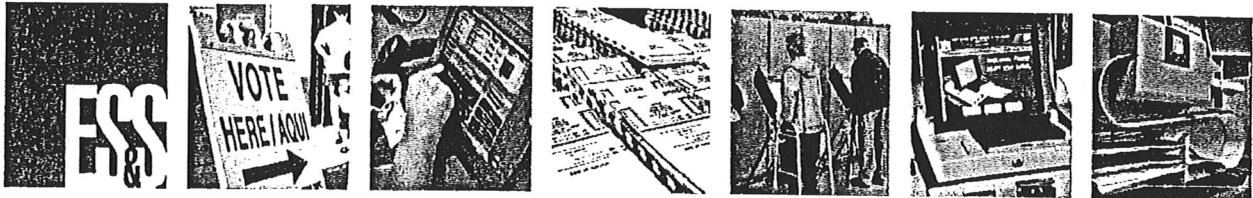
SEA Nathan D. Boyles  
Chairman Title

9-8-15  
Customer Signature Date

Trade-In Equipment: ES&S is responsible for packaging, removing, and the cost associated with shipping the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.
<b>Payment Terms</b> See accompanying Nationwide Capital, LLC Loan Agreement for payment terms. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
<b>Warranty Period (Years):</b> One (1) Year After Equipment Delivery
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b> 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.
<b>SEE GENERAL TERMS AND CONDITIONS</b>

Schedule A1  
Pricing Summary

<u>Summary:</u>		
<u>Description</u>	<u>Refer To</u>	<u>Amount</u>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$82,360.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$143,400.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$38,400.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$264,160.00</b>
<u>Terms &amp; Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		



ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Blvd.  
Omaha, NE 68137

EVS

## Purchase Agreement

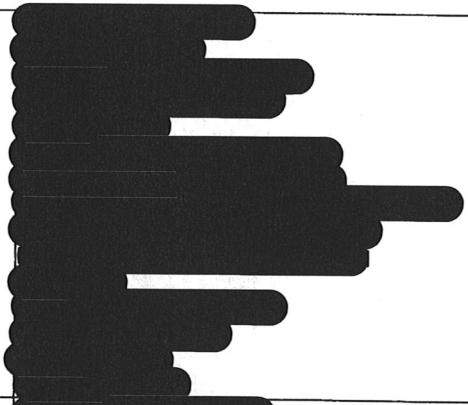
August 10<sup>th</sup>, 2015

Okaloosa County, Florida

302 Wilson St N., Suite 102  
Crestview, FL 32536

Qty	Description	Est Price	Ext. Price
2	DATA COMMUNICAITON SERVER	\$2528.00	\$5056.00
	• [REDACTED]		
2	[REDACTED]	\$2580.00	\$5160.00
2	[REDACTED]	\$46.67	\$93.34
2	[REDACTED]	\$654.67	\$1309.34
2	[REDACTED]	\$280.00	\$560.00
2	[REDACTED]	\$213.33	\$426.66
	EMS FILE SERVER		
2	[REDACTED]	\$2528.00	\$5056.00
	• [REDACTED]		

2			\$46.67	\$93.34
2			\$654.67	\$1309.34
2			\$280.00	\$560.00
2			\$213.33	\$426.66
3	EMS WORKSTATION		\$1620.00	\$4860.00



1		\$233.33	\$233.33
3		\$46.67	\$140.01
1		\$68.00	\$68.00
2		\$401.33	\$802.66
<b>MICELLANEOUS COMPONENTS</b>			
2		\$489.33	\$978.66
2		\$60.00	\$120.00
<b>SERVICES</b>			
4	ON-SITE INSTALLATION	\$2300.00	\$6900.00
	<b>Total</b>		<b>\$34153.34</b>

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

**Note 1:** Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3<sup>rd</sup> party hardware and software. Agreements 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

9-18-15

Nathan D. Boyles  
Chairman

Title

