



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

Sales Order Agreement

Customer P.O. #: RFP No. 2018-241

1st Election Date: November 5, 2019 with the early voting starting Monday, October 21, 2019

Estimated Delivery Date: May/June 2019

Phone Number: 972-548-4113

Fax Number: 972-548-4894

Customer Contact, Title: Courtney Wilkerson, Senior Buyer

Customer Name: Collin County, Texas

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To:

Collin County, Texas

Courtney Wilkerson, Senior Buyer

2300 Bloomdale Rd., Ste 3160

McKinney, TX 75071

Ship To:

Collin County, Texas

Courtney Wilkerson, Senior Buyer

2300 Bloomdale Rd., Ste 3160

McKinney, TX 75071

Item

Description

Qty

Price

Total

1	DS200	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and Standard 4GB Jump Drive)	200	\$5,750.00	\$1,150,000.00
2	DS200	Tote Bin	300	\$225.00	\$67,500.00
3	DS850	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Thumb Drives)	1	\$111,500.00	\$111,500.00
4	DS850	Initial Annual License Fee	1		Included
5	DS450	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Thumb Drives)	2	\$49,950.00	\$99,900.00
6	DS450	Initial Annual License Fee for Version 3.1.0.0 of the ES&S Software	1		Included
7	ExpressVote BMD	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and Standard 4GB Flash Drive)	2000	\$3,325.00	\$6,650,000.00
8	ExpressVote Add-ON	Voting Booth	2000	\$895.00	\$1,790,000.00
9	ExpressVote Add-ON	ExpressVote Printer (For Printing of ExpressVote Activation Cards)	260	\$725.00	\$188,500.00
10	ExpressVote Add-ON	ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	\$30.00	\$1,500.00
11	Other	DS200 Standard 4GB Jump Drive (Additional)	250	\$105.00	\$26,250.00
12	Other	ExpressVote Standard 4GB Flash Drive (Additional)	50	\$105.00	\$5,250.00
13	Ballot On Demand System	Compact Printer with Firmware	3	\$2,575.00	\$7,725.00
14	Ballot On Demand System	Laptop Computer	1	\$1,320.00	\$1,320.00
15	Third Party Products	EMS 3rd Party Hardware with On-Site Installation	1	\$30,303.00	\$30,303.00
16	Third Party Products	Election Supply Carrier Steel Cabinets	50	\$3,580.00	\$179,000.00
17	Software	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	1	\$49,500.00	\$49,500.00
18	Software	ExpressLink Software	1	\$4,070.00	\$4,070.00
19	Software	Synthesized Audio Capability - Spanish Language	1	\$2,310.00	\$2,310.00
20	Software	Ballot 1-Year Software License (Includes Multiple Request Capability)	1	\$2,450.00	\$2,450.00
21	Services	Equipment Operations Training	2	\$1,650.00	\$3,300.00
22	Services	Ballot On Demand Training	1	\$1,650.00	\$1,650.00

Sales Order Agreement

23	Services	Software Training	5	\$1,650.00	\$8,250.00
24	Services	Training Videos for DS200's and ExpressVote's	2	\$7,500.00	\$15,000.00
25	Services	Dedicated Project Manager for Initial Implementation Year (days) Note: Additional requested Project Manager days will be billed at \$1,650.00 per day	110	\$1,650.00	\$181,500.00
26	Services	Election On-Site Support for November 2019 Election (One Event includes a person on-site the day before, day of, and day after the election)	5	\$4,525.00	\$22,625.00
27	Services	Hardware Installation	1	\$240,700.00	\$240,700.00
28	Shipping and Handling		1	\$50,195.00	\$50,195.00
29	Performance Bond		1	\$179,900.07	\$179,900.07
30	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 5 - Optical Scanner with Ballot Box 1,800 - AccuVote TSX Terminal	1	(\$1,120,500.00)	(\$1,120,500.00)

Freight Billable: yes ☒ no ☐

Order Subtotal \$9,949,698.07
Discount
Order Total \$9,949,698.07

Chris Moody
Regional Sales Manager

V.P. of Finance

Date

Customer Signature

Date

Michaelyn Rains, Purchasing Agent
CPPD, CPPB
Title

Court order NO. 2019-059-0-22

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.

Special Notes:

1. Collin County must approve the final prototype of the Voting Booths referenced as Item 8 above in finished form prior to ES&S ordering. If Collin County does not give approval, Collin County will not be responsible for payment.

2. ES&S shall charge no more than \$30.00 per hour for temporary workers used to assist in activities related to Logic and Accuracy Testing.

3. Ballot On Demand Processing Fees:

- Ballot Processing Fee for each Black & White Ballot Sheet Printed \$0.35 Per Sheet
- Ballot Processing Fee for each Ballot Sheet Printed with Color \$0.45 Per Sheet

Ballot On Demand Processing Fee includes:

- Black Toner
- Black Image Drum
- Color Toners
- Color Drums
- Transfer Belts
- Fusers
- Consumables Shipping & Handling
- Hardware Break/Fix Maintenance

Ballot On Demand Blank Ballot Stock Fee:

- Blank Ballot Stock \$0.10 each, plus Shipping & Handling

4. Ballot on Demand Election Set-Up Fee per Election Event:

- Remote Access: Remote Access: \$350 per election set-up + \$1 per unique PDF (up to 4 computers). \$40 per computer over 4 units.

Payment Terms

Milestone Invoicing Plan:

Approved Resources and Project Plan & Schedule (15%)	\$1,492,455.00
Delivery of ESC Cabinets (5%)	\$497,485.00
Delivery of Required Hardware/Software (20%)	\$1,989,940.00
Acceptance of Equipment and Complete Testing (50%)	\$4,974,848.00
Completion of Successful Election (Certification of Election Results (10%))	\$994,970.07

Note 1: Customer, a County in the State of Texas, represents and warrants that it is exempt from state and local taxes.

Warranty Period (Years):

One (1) Year From Equipment 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 in 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 in this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth in 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:
 - a. 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;
 - b. 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
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. 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 block.
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 for a one (1) year period (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 undisputed 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. If Customer first agrees in writing to have 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 and federal 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 and federal law, upon written agreement by the parties, ES&S may charge Customer for the following:
 - (i) the total cost of any third party items that are required in order to operate the Updates;
 - (ii) 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
 - (iii) 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 in 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. Warranty.

- a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (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.
- b. **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.
8. **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.
9. **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 secrets, 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, trade secrets 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.

ES&S shall indemnify and hold Customer harmless from any and all claims by third parties that the ES&S Equipment and ES&S Software infringe or misappropriate any patent, copyright, trademark, or trade secret.
10. **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. Without any penalty to Customer, Customer may terminate this Agreement in the event funding for any fiscal year is not budgeted for this Agreement, except that Customer shall pay ES&S for all products delivered and services provided prior to the effective date of termination.
11. **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 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any 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 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.

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, upon the written agreement by the parties, 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. ES&S and Customer agree that the following documents are included in this Agreement: (1) this Agreement including the Sales Order Agreement, General Terms and Exhibit A, (2) ES&S Best And Final Offer (BAFO) response, including the clarifications and estimated fee schedule for consumables, dated November 23, 2018 to RFP No. 2018-241 ("BAFO" as Exhibit B); (3) ES&S original response dated July 25, 2018 to RFP No. 2018-241 including Addendum No. 1., ("ES&S Proposal Response" as Exhibit C") and 4) Collin County's terms and conditions from Request For Proposal No. 2018-241, ("RFP No. 2018-241" as Exhibit D). In event of any conflict between the terms of this Agreement and any Exhibit, ES&S and Customer agree that the order of precedence shall be as follows: (1) this Agreement including the Sales Order Agreement, General Terms and Exhibit A, (2) ES&S Best And Final Offer (BAFO) response, including the clarifications and estimated fee schedule for consumables, dated November 23, 2018 to RFP No. 2018-241 ("BAFO" as Exhibit B); (3) ES&S original response dated July 25, 2018 to RFP No. 2018-241 including Addendum No. 1., ("ES&S Proposal Response" as Exhibit C") and 4) Collin County's terms and conditions from Request For Proposal No. 2018-241, ("RFP No. 2018-241" as Exhibit D); 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. 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 of Texas, 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 Collin County, Texas. 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.

16. **Expenses for Enforcement.** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

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 undisputed 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 3.5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable, in accordance with Texas Government Code Section 2251, 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 five (5) business days after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at an amount agreed to in writing between ES&S and Customer.

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 a cost agreed to in writing between ES&S and Customer and, in accordance with Texas Government Code Section 2251 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 five (5) 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	\$286,455.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$58,330.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$166,125.00
Total Annual Maintenance Fees for the Initial Four (4) Year Term:		\$510,910.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Term. All payments shall be made in accordance with Texas Government Code Section 2251 and shall be due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u>		
Note 1: Customer is a County located in the State of Texas and represents and warrants that it is exempt from state and local taxes.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		
Note 3: Annual Post-Warranty Fees after the initial 5 year term are not to exceed a 3.5% increase per year.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

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

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Annual Maintenance Fee In Total
200	DS200 Tabulator	Years 2 - 5	\$185.00	\$37,000.00
1	DS850 Scanner	Years 2 - 5	\$3,995.00	\$3,995.00
2	DS450 Scanner	Years 2 - 5	\$2,730.00	\$5,460.00
2,000	ExpressVote BMD Terminal	Years 2 - 5	\$120.00	\$240,000.00
Total Annual Maintenance Fees for the Initial Term				\$286,455.00

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: Collin 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 Fourth anniversary thereof

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

Qty	Description	Coverage Period	Annual Software License, Maintenance and Support Fee In Total
1	ElectionWare PYO Standard	Years 2 - 5	\$49,500.00
1	ExpressLink Software	Years 2 - 5	\$4,070.00
1	Synthesized Audio – Spanish	Years 2 - 5	\$2,310.00
1	Balotar Software – MRS Capability	Years 2 - 5	\$2,450.00
Total Annual Software License, Maintenance and Support Fee for the Initial Term			\$58,330.00

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

Initial Term: Expiration of the Warranty Period through the Fourth 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	Annual Firmware License, Maintenance and Support Fee In Total
200	DS200 Tabulator	Years 2 - 5	\$87.00	\$17,400.00
1	DS850 Scanner	Years 2 - 5	\$1,575.00	\$1,575.00
2	DS450 Scanner	Years 2 - 5	\$1,575.00	\$3,150.00
2,000	ExpressVote BMD Terminal	Years 2 - 5	\$72.00	\$144,000.00
Total Annual Firmware License, Maintenance and Support Fees for the Initial Term				\$166,125.00

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
THIRD PARTY ITEMS

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.

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	DELL POWEREDGE T430	\$7,200.00	\$7,200.00
	PowerEdge T430 Server, No TPM <ul style="list-style-type: none"> • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration Intel® Xeon® E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s QPI, Turbo, HT, 6C/12T(85W) Max Mem 1866MHz • 1 CPU Standard • 2133MT/s RDIMMS • (2) 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (4) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive • On-Board Broadcom 5720 Dual Port 1Gb LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Casters for PowerEdge TowerChassis • Power Saving Dell active Power Controller • 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 - Downgraded to Windows Server 2008 R2 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	\$60.00	\$60.00
1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS) -	\$264.00	\$264.00
	EMS WORKSTATION		
4	DELL OPTIPLEX 5050 MINI (DESKTOP)	\$1,620.00	\$6,480.00

	<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 • 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 Maxx Audio • 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 		
4	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)	\$147.00	\$588.00
4	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$60.00	\$240.00
4	ADOBE ACROBAT STANDARD XI	\$412.00	\$1,648.00
	MISCELLANEOUS COMPONENTS		
1	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00	\$416.00
1	LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE	\$4.00	\$4.00
1	D-LINK 8-PORT DESKTOP SWITCH	\$63.00	\$63.00
2	DELL PE T430 TOWER TO RACK CONVERSION KIT	\$140.00	\$280.00
1	NETWORK CABLES (LENGTHS & SIZES TBD)	\$200.00	\$200.00
	BACKUP SERVERS		

1	DELL POWEREDGE T430	\$7,200.00	\$7,200.00
	PowerEdge T430 Server, No TPM <ul style="list-style-type: none"> Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration Intel® Xeon® E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s QPI, Turbo, HT, 6C/12T(85W) Max Mem 1866MHz 1 CPU Standard 2133MT/s RDIMMS (2) 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width RAID 1+ RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs) PERC H730 RAID Controller, 1GB NV Cache (4) 2TB 7.2K RPM SATA6Gbps 3.5" Hot-Plug Hard Drive On-Board Broadcom 5720 Dual Port 1Gb LOM iDRAC8, Basic DVD+/-RW, SATA, Internal Casters for PowerEdge TowerChassis Power Saving Dell active Power Controller 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 - Downgraded to Windows Server 2008 R2 Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) <ul style="list-style-type: none"> 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	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$60.00	\$60.00
1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)	\$264.00	\$264.00
	SERVICES		
1	ON-SITE INSTALLATION	\$2,300.00	\$2,300.00
2	OFF-SITE INSTALLATION	\$1,300.00	\$2,600.00
	ORDER TOTAL:		\$30,303.00

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.



Contract Amendment One (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>Election Systems & Software, LLC</u>	Effective Date	<u>17-Jun-19</u>
	<u>11208 John Galt Blvd</u>	Contract No.	<u>2018-241</u>
	<u>Omaha, NE 68137-2364</u>	Contract	<u>Election Voting System & Services</u>

Awarded by Court Order No.: 2019-059-01-28
Amendment 1 Court Order No.: 2019-4100-06-17

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Modify agreement per First Amendment to Agreement form attached:

1. Add Recitals Section.
2. Delete Sales Order Summary and replace with new Sales Order Summary.
Sales Order Summary includes overall contract increase in the amount of \$156,217.93 see Attachment A for details.
3. Section 5 of the General Terms "Updates" deleted and replaced with new Section 5.
4. Delete Schedule A1 to Exhibit A and replace with new Schedule A1.
5. Add Exhibit C - Supply Items and Pricing to purchase on an as needed basis. Annual estimated expenditure is \$187,000 per year. Estimate is not included in the contract total below.
6. Continuing Validity of Agreement.

The original (contract sum) was \$9,949,698.07

Net change to Amendment(s) (show \$ plus, minus or unchanged)

Amendment No. 1 \$156,217.93

Total Amendments to Date \$156,217.93

The new (contract sum) including this Amendment will be \$10,105,916.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

THOMAS O'BRIEN (Print Name)

ELECTION SYSTEMS & SOFTWARE, LLC
11208 JOHN GALT BLVD
OMAHA, NE 68137

SIGNATURE

TITLE:

DATE:

CFO

6-4-19

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains
Michalyn Rains, CPPO, CPPB
Purchasing Agent

DATE:

6/17/19

MC

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") shall be deemed a material part of that certain Sales Order Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Collin County, Texas ("Customer") dated January 31, 2019 ("Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, ES&S and Customer entered into the Agreement under which ES&S will be providing equipment, licensing software and performing certain services for Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to said equipment in order to remove certain equipment included under the original order, add new equipment as well as included new supplies under this Amendment.

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. **Sales Order Summary.** The Sales Order Summary page to the Agreement is hereby deleted in its entirety and replaced in its entirety with the Sales Order Summary page, attached hereto and incorporated herein by this reference.

3. **Updates.** Section 5 of the General Terms is hereby deleted in its entirety and replaced in its entirety with the following"

"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 or corresponding replacements, retrofits or modifications to the ES&S Equipment and third party items are required due to changes in state law, with the exception of a change in law that prohibits the use of a direct record electronic device without a paper component ("DRE") in an election, in which case ES&S will not be required to provide any Update or corresponding replacements, retrofits or modifications to the DRE and any ancillary third party items that would enable the DRE to be used in an election, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to comply with such changes in law and/or otherwise operate the Updates;
- (ii) 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
- (iii) 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, corresponding replacements, retrofits or modifications to the ES&S Equipment and third party items.

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 affected ES&S 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 and corresponding replacements, retrofits or modifications to the ES&S Equipment and third party items which are required due to a change in local law or is otherwise requested or required by Customer. Customer assumes all risk and cost resulting from failing to comply with a change in state law that prohibits the use of a DRE in an election, and hereby waives and releases ES&S from any and all liability and claims for damages, including, but not limited to, any claims for refunds for the DRE's purchased hereunder."

4. **Schedule A1 to Exhibit A.** Schedule A1 to Exhibit A to the Agreement is hereby deleted in its entirety and replaced in its entirety with Schedule A1, attached hereto and incorporated herein by this reference.

5. **Exhibit C to Agreement.** A new Exhibit C, Supply Items and Pricing, attached hereto and fully incorporated herein by this reference, is hereby added to the Agreement.

6. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 4th day of JUNE, 2019.

ELECTION SYSTEMS & SOFTWARE, LLC.

By: [Signature]

Its: CFO

COLLIN COUNTY, TEXAS

By: [Signature]

Its: Purchasing Agent

Court order NO. 2019-460-06-17



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

Sales Order Agreement

Customer P.O. #: RFP No. 2018-241

1st Election Date: November 6, 2019 with the early voting starting Monday, October 21, 2019

Estimated Delivery Date: May/June 2019

Phone Number: 972-548-4113

Fax Number: 972-548-4694

Customer Contact, Title: Courtney Wilkerson, Senior Buyer

Customer Name: Collin County, Texas

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To:

Collin County, Texas

Courtney Wilkerson, Senior Buyer

2300 Bloomdale Rd., Ste 3160

McKinney, TX 75071

Ship To:

Collin County, Texas

Courtney Wilkerson, Senior Buyer

2300 Bloomdale Rd., Ste 3160

McKinney, TX 75071

Item	Description	Qty	Price	Total
1	DS200 Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and Standard 4GB Jump Drive)	200	\$5,750.00	\$1,150,000.00
2	DS200 Soft-Sided Nylon Case	100	\$110.00	\$11,000.00
3	DS200 Tote Bin	400	\$225.00	\$90,000.00
4	DS850 Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Thumb Drives)	1	\$111,500.00	\$111,500.00
5	DS850 Initial Annual License Fee	1		Included
6	DS450 Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Thumb Drives)	2	\$49,950.00	\$99,900.00
7	DS450 Initial Annual License Fee for Version 3.1.0.0 of the ES&S Software	1		Included
8	ExpressTouch Curbside Voting Solution ExpressTouch with Booth, Privacy Panels, Carrying Case and Report Printers, Internal Battery Backup, Power Supply, Paper Roll, and One (1) Standard 4GB Memory Device	200	\$3,850.00	\$770,000.00
9	ExpressTouch Curbside Voting Solution Smart Card - Administrator	10	\$10.00	\$100.00
10	ExpressTouch Curbside Voting Solution Smart Card - Supervisor	400	\$10.00	\$4,000.00
11	ExpressTouch Curbside Voting Solution UVC Keypad with Headset	200	\$200.00	\$40,000.00
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	1,800	\$3,325.00	\$5,985,000.00
13	ExpressVote BMD Soft-Sided Carrying Case	24	\$175.00	\$4,200.00
14	ExpressVote BMD Voting Booth	1,800	\$895.00	\$1,611,000.00
15	ExpressVote BMD ExpressVote Printer (For Printing of ExpressVote Activation Cards)	320	\$725.00	\$232,000.00
16	ExpressVote BMD ExpressVote Ballot Card Stock (Blank) - 14" (250 per pkg)	4,000	\$22.50	\$90,000.00
17	ExpressVote BMD ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	\$30.00	\$1,500.00
18	Other DS200 Standard 4GB Jump Drive (Additional)	250	\$106.00	\$26,250.00
19	Other ExpressVote Standard 4GB Flash Drive (Additional)	50	\$105.00	\$5,250.00

Sales Order Agreement

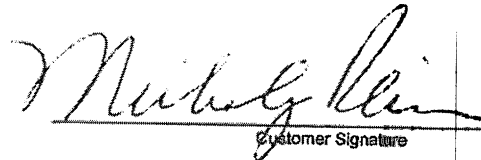
20	Ballot On Demand System	Compact Printer with Firmware	3	\$2,575.00	\$7,725.00
21	Ballot On Demand System	Laptop Computer	2	\$1,320.00	\$2,640.00
22	Third Party Products	EMS 3rd Party Hardware with On-Site Installation	1	\$30,303.00	\$30,303.00
23	Third Party Products	Election Supply Carrier Steel Cabinets	50	\$3,580.00	\$179,000.00
24	Software	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	1	\$49,500.00	\$49,500.00
25	Software	ExpressLink Software	1	\$4,070.00	\$4,070.00
26	Software	Synthesized Audio Capability - Spanish Language	1	\$2,310.00	\$2,310.00
27	Software	Balotat 1-Year Software License (Includes Multiple Request Capability)	2	\$2,450.00	\$4,900.00
28	Services	Equipment Operations Training	2	\$1,650.00	\$3,300.00
29	Services	Ballot On Demand Training	1	\$1,650.00	\$1,650.00
30	Services	Software Training	5	\$1,650.00	\$8,250.00
31	Services	Training Videos for DS200, ExpressVote, and ExpressTouch Equipment	3	\$7,500.00	\$22,500.00
32	Services	Dedicated Project Manager for Initial Implementation Year (days) Note: Additional requested Project Manager days will be billed at \$1,650.00 per day	110	\$1,650.00	\$181,500.00
33	Services	Election On-Site Support for November 2019 Election (One Event includes a person on-site the day before, day of, and day after the election)	5	\$4,525.00	\$22,625.00
34	Services	Hardware Installation	1	\$240,700.00	\$240,700.00
35	Shipping and Handling		1	\$51,870.00	\$51,870.00
36	Performance Bond		1	\$181,873.00	\$181,873.00
37	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 5 - Optical Scanner with Ballot Box 1,800 - AccuVote TSX Terminal	1	(\$1,120,500.00)	(\$1,120,500.00)
				Order Total	\$10,105,916.00

Freight Billable: yes ☒ no ☐

Chris Moody
Regional Sales Manager


V.P. of Finance

6/4/19
Date


Customer Signature

6/18/19
Date

Purchasing Agent
Title

Courtorder NO. 2019-460-06-17

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.

Sales Order Agreement

Special Notes:

1. Collin County must approve the final prototype of the Voting Booths referenced as Item 14 above in finished form prior to ES&S ordering. If Collin County does not give approval, Collin County will not be responsible for payment.

2. ES&S shall charge no more than \$30.00 per hour for temporary workers used to assist in activities related to Logic and Accuracy Testing.

3. Ballot On Demand Processing Fees:

- Ballot Processing Fee for each Black & White Ballot Sheet Printed \$0.35 Per Sheet
- Ballot Processing Fee for each Ballot Sheet Printed with Color \$0.45 Per Sheet

Ballot On Demand Processing Fee Includes:

- Black Toner
- Black Image Drum
- Color Toners
- Color Drums
- Transfer Belts
- Fusers
- Consumables Shipping & Handling
- Hardware Break/Fix Maintenance

Ballot On Demand Blank Ballot Stock Fee:

- Blank Ballot Stock \$0.10 each, plus Shipping & Handling

4. Ballot on Demand Election Set-Up Fee per Election Event:

- Remote Access: Remote Access: \$350 per election set-up + \$1 per unique PDF (up to 4 computers). \$40 per computer over 4 units.

Payment Terms

Milestone Invoicing Plan:

Approved Resources and Project Plan & Schedule (14.8%)	\$1,492,455.00
Delivery of ESC Cabinets (4.8%)	\$497,485.00

Delivery of Required Hardware/Software (~20.3%)

DS200	\$284,216.00
DS850	\$28,786.00
DS450	\$24,485.00
ExpressTouch	\$163,183.00
ExpressVote BMD	\$1,219,723.00
ExpressVote Booth	\$300,930.00
ExpressVote Activation Printer	\$43,337.00
Ballot On Demand System	\$2,732.00
Software & Network Components	\$20,538.00
	\$2,085,930.00

Acceptance of Equipment and Complete Testing (~50%)

DS200	\$805,724.00
DS850	\$85,945.00
DS450	\$80,280.00
ExpressTouch	\$401,747.00
ExpressVote BMD	\$3,003,153.00
ExpressVote Booth	\$740,873.00
ExpressVote Activation Printer	\$106,693.00
Ballot On Demand System	\$6,727.00
Software & Network Components	\$50,585.00
	\$5,041,707.00

Completion of Successful Election (Certification of Election Results (~10%))	\$1,008,939.00
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\$10,105,915.00

Note 1: Customer, a County in the State of Texas, represents and warrants that it is exempt from state and local taxes.

Warranty Period (Years):

One (1) Year From Equipment 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

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$283,455.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$60,780.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$166,125.00
Total Annual Maintenance Fees for the Initial Four (4) Year Term:		\$510,360.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Term. All payments shall be made in accordance with Texas Government Code Section 2251 and shall be due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u> Note 1: Customer is a County located in the State of Texas and represents and warrants that it is exempt from state and local taxes. Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term. Note 3: Annual Post-Warranty Fees after the initial 5-year term are not to exceed a 3.5% increase per year.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

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

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Annual Maintenance Fee In Total
200	DS200 Tabulator	Years 2 - 5	\$185.00	\$37,000.00
1	DS850 Scanner	Years 2 - 5	\$3,995.00	\$3,995.00
2	DS450 Scanner	Years 2 - 5	\$2,730.00	\$5,460.00
200	ExpressTouch (With Printer)	Years 2 - 5	\$105.00	\$21,000.00
1,800	ExpressVote BMD Terminal	Years 2 - 5	\$120.00	\$216,000.00
Total Annual Maintenance Fees for the Initial Term				\$283,455.00

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: Collin 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 **fourth** anniversary thereof

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

Qty	Description	Coverage Period	Annual Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Years 2 - 5	\$49,500.00
1	ExpressLink Software	Years 2 - 5	\$4,070.00
1	Synthesized Audio – Spanish Language	Years 2 - 5	\$2,310.00
2	Balotar Software – MRS Capability	Years 2 - 5	\$4,900.00
Total Annual Software License, Maintenance and Support Fee for the Initial Term			\$60,780.00

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

Initial Term: Expiration of the Warranty Period through the **fourth** 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	Annual Firmware License, Maintenance and Support Fee In Total
200	DS200 Tabulator	Years 2 - 5	\$87.00	\$17,400.00
1	DS850 Scanner	Years 2 - 5	\$1,575.00	\$1,575.00
2	DS450 Scanner	Years 2 - 5	\$1,575.00	\$3,150.00
200	ExpressTouch (With Printer)	Years 2 - 5	\$72.00	\$14,400.00
1,800	ExpressVote BMD Terminal	Years 2 - 5	\$72.00	\$129,600.00
Total Annual Firmware License, Maintenance and Support Fees for the Initial Term				\$166,125.00

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 C

Supply Items and Pricing

Early Voting Packets - \$51.00 Each

Early Voting Packets will be assembled in either a plastic ziplock bag or the reusable expandable folders from the county. Neither option will affect the pricing

- All forms from sample Early Voting kit will be included.
- There is a slight buffer in the pricing of these kits to accommodate any full color, equipment specific forms and checklists that the county is looking to create and add to the kits.
- These kits do not include any signs, Magnifier sheet, Judge Handbooks and the Expandable file folders per the customer's request.

Election Day Judge Packets - \$19.00 Each

Election Day packets will be assembled and delivered in a plastic ziplock bag.

- There is a slight buffer in the pricing of these kits to accommodate any full color, equipment specific forms and checklists that the county is looking to create and add to the kits.

Provisional Kits - \$38.10 Each

Provisional kits will include the following items, enough for 50 Provisional Voters:

- AFF-01 Affidavit for Provisional Ballot, Green Envelope
- SEC-01 Secrecy Envelops, White Envelope
- Notice to Provisional Voters, Full Color, Double Sided Document
- List of Provisional Voters – 2 Green Sheets
- Assembled in a Plastic Ziplock Bag

Seals

The following seals can be added to kits. Pricing is per 100 Seals

- RED Tamper Evident Seals, Pack of 100 - **\$44.95**
- BLUE Tamper Evident Seals, Pack of 100 - **\$44.95**
- RED Barcoded Pull Tite Seals, Pack of 100 - **\$34.95**
- BLUE Barcoded Pull Tite Seals, Pack of 100 - **\$34.95**

Absentee by Mail Envelope Kit - \$1.15 each

The Absentee kits will include the following items and will be assembled into one packet per voter.

- Ballot Envelope, White Envelope
- Carrier Envelope, Yellow Envelope
- Envelope to Mail Voter Early Voting Ballot, Green Envelope

EXHIBIT C
Supply Items and Pricing

- Carrier Insert, Folded, Double sided document

Bulk Items, Forms to be ordered in bulk for the ESC Units

- Sticker Sheets - **\$0.15 each**
- Poll List, 3 part duplicate form - **\$0.29 each**
- Statement of Residence, Yellow Form - **\$0.15 each**

Pre-Marked Test Decks

Pre-marked Test Decks will be priced per page. The total number of pages will be determined once programming is completed.

- Double sided ballots will be **\$0.32 per page**

Sample Ballots

- Sample ballots are packets printing on yellow paper, double sided. One packet of full sample ballots will be sent per location. Pricing is per sheet.
- **\$0.20 per page**

All Ballot Package

- The all ballot package includes every race for the election. Printed white legal paper, double sided
- **\$0.15 per page**

S&H is not included in the above pricing. All S&H will be billed separately. Pricing shall remain firm through December 31, 2020