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Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd: Voter Focus and EVID Pollbook Quotes

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Mon, Jul 15, 2024 at 11:53 PM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>, Cindy Dalrymple <cdalrymple@burnetcountytexas.org>, Eddie Arredondo <earredondo@burnetcountytexas.org>

Please look over. Judge would like to put this on the next agenda.

Karin

Begin forwarded message:

From: dferguson@burnetcountyelections.com

Date: July 15, 2024 at 4:21:37 PM CDT

To: Stephanie McCormick <smccormick@burnetcountytexas.org>, Karin Smith <ksmith@burnetcountytexas.org>, judgejamesoakley@gmail.com

Subject: FW: Voter Focus and EVID Pollbook Quotes

I just received the contracts from VR Systems for the EVID and Voter Focus to be added to the documents for next commissioner's court.

Thanks!

Doug

From: Kendra Ward <kward@vrsystems.com>

Sent: Monday, July 15, 2024 3:05 PM

To: dferguson@burnetcountyelections.com

Cc: Jamie Remes <jremes@vrsystems.com>; Mindy Perkins <mperkins@vrsystems.com>; Ben Martin <bmartin@vrsystems.com>; David Bennett <dbennett@vrsystems.com>; Brent Harris <bharris@vrsystems.com>; Patti Pittman <ppittman@vrsystems.com>; Justin Morris <jmorris@vrsystems.com>; Chandler Gilbert <cgilbert@vrsystems.com>

Subject: Re: Voter Focus and EVID Pollbook Quotes

Mr. Ferguson,

Good Afternoon!

Thank you so much for taking the time to visit with me this morning.

EViD System Sale & License Agreement

Between:

VR Systems, Inc.

3773 Commonwealth Blvd.
Tallahassee, FL 32303

Burnet County Elections Office

106 W. Washington St.
Burnet, TX 78611

Agreement Date: **July 15, 2024**

VR Systems' EViD System Sale & License Agreement

This Agreement is made between VR Systems, Inc. ("VRS"), 3773 Commonwealth Blvd., Tallahassee, FL, 32303 and Burnet County Elections Office ("Customer"), 106 W. Washington St., Burnet, TX, 78611.

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 C¹ 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 ("AAA") under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation and arbitration will be sought in the county in which Customer is located or in the offices of the AAA nearest to Customer. In such cases the parties shall evenly split the cost of any mediator(s) or arbitrator(s) used in such proceedings. The decision of the arbitrator shall be binding. 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.

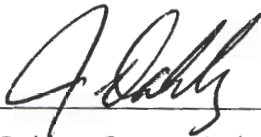
23.7 Counterparts, Execution by Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means 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 purposed 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:

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


James Oakley, County Judge
Burnet County Elections Office, Burnet, TX

Date: _____

Date: 1/23/24

Exhibit A

EViD System Sale Pricing & Summary

Burnet County Elections Office

Term of Contract: 3 Years

Schedule of Initial Products (Year 1)

Quantity	BuyBoard Item Number	Description	Price	Total Price
46	TX-EVHW-E	Texas EViD Edge Workstation	\$1,831	\$84,226
1	TX-EVCSL	Texas EViD County Software License (includes EViD Manager and EViD Web Service)	\$3,121	\$3,121
1	TX-EVIMP	Texas EViD Remote Setup and Implementation	\$2,081	\$2,081
1	TX-EVTRN	Texas EViD Remote Implementation Training	\$3,121	\$3,121

Total Initial Fees: \$92,549

Schedule of Annual Renewal Fees (Years 2-3)

Quantity	BuyBoard Item Number	Description	Price	Total Price
46	TX-EVHW-E-MS	Texas EViD Edge Workstation Annual Maintenance and Support	\$109	\$5,014
1	TX-EVCSL-MS	Texas EViD County Software Annual Maintenance and Support (includes EViD Manager and EViD Web Service)	\$3,121	\$3,121

Total Annual Fees: \$8,135

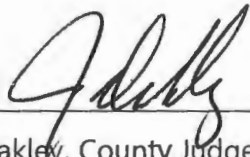
Payment Terms:

Initial fees are due upon delivery. Annual renewal fees are due on anniversary of delivery. Prices in effect until August 31, 2024.

The following items in this Exhibit A are listed on the BuyBoard Purchasing Cooperative, contract number 710-23. Year 1: Texas EViD Edge Workstation, Texas EViD County Software License, Texas EViD Remote Setup and Implementation and Texas EViD Remote Implementation Training. Years 2-3: Texas EViD Edge Workstation Annual Maintenance and Support and Texas EViD County Software Annual Maintenance and Support.

Agreed By:

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


James Oakley, County Judge
Burnet County Elections Office, Burnet, TX

Date: _____

Date: 7/23/24



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 Fee is 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 10 Enterprise LTSC 2019 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 last 2 days and is conducted after delivery of 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

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- 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.