

Requisition

Req # 00195477

PO #

Date: 05/12/11

*Comment
#26692
5/24/11*

Bill To: x
x

Vendor: 219541

ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSHERE CIRCLE
CHICAGO IL 60674

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

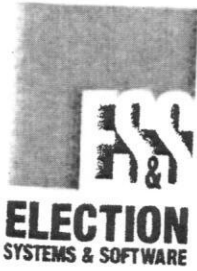
Contact: Mel Esparza
956-318-2570

Contract No: C-05-004-05-24

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-05-004-05-24		
		DO NOT DUPLICATE ORDER		
494.00		FIRMWARE USAGE AGREEMENT-IVOTRONIC	33.00	16,302.00
494.00		GOLD-HDW MAINTENANCE/ SUPPORT ON 494 IVOTRONICS	104.74	51,741.56
		Account No _____	Encumbrance	
		1-1283-414-00-130-010-8-336	68,043.56	
			Freight	.00
			Total	68,043.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



REC'D MAY 12 2011

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

INVOICE NO.	PAGE
777850	1
INVOICE DATE	
05/09/11	

BILL TO:

HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 South 10th Street
 Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 South 10th Street
 Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
H31042	HMA/FMA 2011-2012	NET 90 DA	850421	2861	ES&S DEL
QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM	DISC %	EXTENDED PRICE

Coverage Date 08/01/11-07/31/12
 Election Ref: NA
 Firmware Usage Agrmt-iVotronic
 GOLD-HDW MAINT/SUPPORT-IVOTR

494
 494

33.000000 EA 16,302.00
 104.740000 EA 51,741.56

0 USD .00
 .00
 .00
 FREIGHT DISCOUNT .00
 SHIPPING & HANDLING .00
 TOTAL 68,043.56
 USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
777850	H31042	68,043.56 USD

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

Election Systems & Software
 (877) 377-8683

ELECTION SYSTEMS & SOFTWARE, INC.
VOTER TABULATION SYSTEM AND SERVICES AGREEMENT

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

BETWEEN: Election Systems & Software, Inc., a Delaware corporation ("ES&S");

AND: Hidalgo County, Texas ("Customer").

IF THE FOLLOWING TERMS AND CONDITIONS CONFLICT WITH THE TEXAS BUILDING AND PROCUREMENT COMMISSION'S TERMS AND CONDITIONS, THE TBPC'S TERMS AND CONDITIONS WILL TAKE PRECEDENCE

RECITALS:

- A. Customer has agreed to purchase/license voter tabulation equipment and related software and services from ES&S for use in Hidalgo County, Texas (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
 - Exhibit A (Pricing Summary)
 - Exhibit B (ES&S Equipment Description and Pricing)
 - Exhibit C (ES&S Software Description and Pricing)
 - Exhibit D (Election Support Services)
 - Exhibit E (Hardware and Software Maintenance and Support Services (Post-Warranty Period))

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

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

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

[Signature]
Signature
Richard Jablonski
Name (Printed or Typed)
VP of Finance
Title
6/17/05
Date

HIDALGO COUNTY, TEXAS
101 South 10th Street
Edinburg, TX 78540
Fax No.: (956) 318-2569

[Signature]
Signature
Ramon Garcia
Name (Printed or Typed)
County Judge
Title
6-27-05
Date

Approved by Commissioners' Court
on 5-24-05 ak

**EXHIBIT E
MAINTENANCE SERVICES
(POST-WARRANTY PERIOD)**

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Exhibit E shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Hardware Maintenance Term"). The Hardware Maintenance Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit E is terminated by the first to occur of (a) Customer's election to terminate it at any time, notice of which election shall be given to ES&S at least 60 days prior to the termination date, (b) the date that is 30 days after either party notifies the other that the other has materially breached this Exhibit E, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit E. The termination of this Exhibit E shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support under this Exhibit E, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Schedule E1 for the initial Term and each renewal period. The Hardware Maintenance and Software Maintenance Fees for the initial Term are due on the date of the expiration of the Warranty Period. ES&S may increase the Hardware Maintenance and Software Maintenance Fees for a renewal period by not more than 5% of the amount of the most recent Fees paid by Customer. The Hardware Maintenance and Software Maintenance Fees for any renewal period shall be due and payable no later than 30 days prior to the beginning of such renewal period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software 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 E or the Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental Software Maintenance Fee for such services.

**ARTICLE II
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit E for the ES&S Equipment listed on Schedule E1 (the "Products") shall be subject to the following terms and conditions:

a. **Inspection.** If Customer has elected not to receive Hardware Maintenance Services under this Exhibit E for a period of 12 months or more, ES&S may require Customer to allow it to inspect the Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate plus ES&S' Out-of-Pocket Expenses, and shall be due from Customer within 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

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.
800 Pecan
McAllen, Texas 78504

[Signature]
Signature

Stephen L. Croan
Name (Printed or Typed)

Attorney
Title

6-21-05
Date

ATTEST:

HIDALGO COUNTY CLERK
100 North Clossner
Edinburg, Texas 78539

[Signature]
Signature

Juan D. SAGINAS III
Name (Printed or Typed)

County Clerk
Title

6/28/05
Date