

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:								
Description	Refer to	Amount						
ES&S Equipment	Exhibit B	\$1,344,875						
ES&S Software License Fees	Exhibit C	\$94,280						
Election Support Services	Exhibit D	\$346,500						
Voter Education/Outreach Materials (Not to exceed amount)		\$3,000						
Shipping and Handling	Note 1	\$11,975						
Total Net Sale		\$1,800,630						
Terms & Conditions:								
<p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. The cost of Shipping and Handling is included. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.</p>								
<p>Note 2: Payment terms are as follows: (a) \$1,800,630 due 60 days after the earlier of (i) delivery of ES&S Equipment or (ii) Customer's receipt of HAVA funds.</p>								
<p>Note 3: Services in excess of those set forth in <u>Exhibit D</u> shall be charged at the then current rates per day, including expenses.</p>								
<p>Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:</p> <table border="1"> <thead> <tr> <th><u>Equipment/Software</u></th> <th><u>Estimated Delivery Date</u></th> </tr> </thead> <tbody> <tr> <td>ES&S Equipment</td> <td>July 2005</td> </tr> <tr> <td>ES&S Software</td> <td>July 2005</td> </tr> </tbody> </table>			<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>	ES&S Equipment	July 2005	ES&S Software	July 2005
<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>							
ES&S Equipment	July 2005							
ES&S Software	July 2005							
Warranty:								
ES&S Equipment – Warranty Period: August 2005 – July 2008	3 years							
ES&S Software – Warranty Period: August 2005 – July 2006 <i>See Section 3.2 for Warranty terms and conditions</i>	1 year							
Ongoing Services:								
Description	Refer to	Annual Fee						
Maintenance Services during Warranty Period; Payment is due 30 days after invoice.	Section 3.3	See Schedule E-1 for Fees						
Post Warranty Hardware Maintenance Services	Exhibit E	\$26,345						
<p>Services commence in August 2008. Fees reflect a one-year term. Payment is due at the start of the maintenance period.</p>								
Post Warranty Software Maintenance & Support Services								
- ES&S Firmware	Exhibit E	\$14,370						
- All Other ES&S Software	Exhibit E	\$18,000						
<p>Services commence in August 2006. Fees reflect a one-year term. Payment is due at the start of the maintenance period.</p>								

EXHIBIT B
ES&S EQUIPMENT DESCRIPTION AND PRICING

QUANTITY	DESCRIPTION	TOTAL PRICE
350	15" iVotronic Voter Terminal with Booth, PEB, and 128mb Flashcard (Version 8.0.1.0)	\$875,000
125	15" iVotronic ADA Terminal with Booth, PEB, 128mb Flashcard, and Headset (Version 8.0.1.0)	\$374,375
4	15" iVotronic Supervisor Terminal with PEB, 128mb Flashcard, Power Supply and Cord (Version 8.0.1.0)	\$8,800
90	Printer Pack	\$58,500
125	128mb Flashcard	\$8,750
250	Supervisor PEB	\$18,750
2	PEB Reader	\$700
130	iVotronic Operators Manual	included
90	Printer Pack Paper Rolls	included
	TOTAL	\$1,344,875

EXHIBIT C
ES&S SOFTWARE DESCRIPTION AND PRICING

DESCRIPTION	NUMBER OF LICENSES
Unity Election System licensed pursuant to Section 2.2(a) of the General Terms (check modules being licensed):	
Data Manager (Version 7.2.1.0)	1
Ballot Image Manager (Version 7.2.0.0)	1
iVotronic Image Manager (Version 7.2.0.0)	1
Ballot on Demand with Okidata 9300DXN Ballot on Demand Printer	1
Hardware Programming Manager (Version 5.0.3.0)	1
Data Acquisition Manager	N/A
Reporting Manager	N/A
ES&S Firmware (see Notes 1 and 2 below)	1
Total License Fees (including all applicable Documentation)	\$94,280

Note 1: ES&S Firmware versions may change between execution of the Agreement and first election usage due to ongoing certification of Updates.

Note 2: ES&S Firmware license fee included in the total cost of the ES&S Equipment.

EXHIBIT D
ELECTION SUPPORT SERVICES

1. **Term.** The services described herein shall be provided for the following elections (the "Elections"):

November 2005
March 2006
April 2006
November 2006

2. **Services.** The election support services to be provided by ES&S, a description of such services and total fees are described below. Customer acknowledges that ES&S' fees for election support services are based on the descriptions listed in the table below, and that a change in the descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S' provision of Election Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Election Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Election Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Area of Work or Description	Primary Responsibility
Project Management	A project manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S Services. This person shall be the liaison for Customer with ES&S as it pertains to all products, services and obligations set forth in the contract.	ES&S
Shipping Material	Dispose of shipping materials (boxes, packaging, etc.)	Customer
Training – Unity	A system overview that covers the modules licensed by Customer. Class size is limited to 10 and course participant manuals are included. (Customer will ensure participants have an appropriate level of technical experience – including intermediate skills in relational database administration).	ES&S
Training – DRE	ES&S will provide classroom-style training with hands-on practice with the DRE system. General operations, ballot tabulation procedures, log audit capability, reporting, backups and general maintenance procedures will be covered. Course participant manuals are included. Class size limited to 20.	ES&S
Training – Poll Worker Train – The-Trainer	ES&S agrees to conduct Poll Worker "Train the Trainer" classes. Class size is limited to 20. Manuals are provided (up to 20), and a master template for duplication for Poll Workers is included.	ES&S

Role/Function	Area of Work or Description	Primary Responsibility
Pre-Election L&A Testing	ES&S will assist in the development of logic and accuracy procedures (according to State Elections Code), and assist in the actual L&A testing procedures.	ES&S
Election Day Support	ES&S will provide software accumulation assistance on Election Day/Night of each contracted election.	ES&S
Total Election Support Service Days: 230		
Total Fees: \$299,000		

Role/Function	Area of Work or Description	Primary Responsibility
Installation - DRE Terminal	ES&S will inspect the Ivotronic Terminal at the customers delivery location to make sure it is operating properly and is within specifications for tabulating election day ballots.	ES&S
Total Installation Fees: \$47,500		

Note: In the event that Customer does not utilize all 230 of the Election Support Service Days contracted for herein in support of the Elections set forth in Section 1 of this Exhibit D above, Customer may carry forward and utilize any such remaining Election Support Service Days in support of any additional elections conducted by Customer through December 31, 2007. Thereafter, Customer shall separately purchase from, and contract with, ES&S for any additional Election Support Services Days desired by Customer to support any elections occurring after December 31, 2007

(END OF EXHIBIT D)