



VOTEC Corporation

March 8, 2012

Tanya De Lira
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. De Lira:

VOTEC Corporation of San Diego California is pleased to offer support and maintenance for VOTEC Corporations VEMACS and VoteSafe software systems licensed to the Hidalgo County Elections Administrator.

VOTEC Corporation is the author and the sole provider of all VEMACS and VoteSafe software system modules.

Sincerely,

A handwritten signature in cursive script that reads "John Medcalf".

John Medcalf, CEO

Req# 004815

683741



VOTEC Corporation

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11469
September 17, 2012

Subject: VoteSafe Support - 10/01/2012 - 09/30/2013
Reference: contract DIR-SDD-937

Item	Quantity	Description	Unit Price	Extended
1	80	Field System Software Support	\$180.00	\$14,400.00
		Total		\$14,400.00

Due and payable upon invoice.

Thank you.

3/6/12
3/13/12

Req# 224817

637742



VOTEC Corporation

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11416
October 1, 2012

Subject: VEMACS Support - 10/01/2012 - 09/30/2013
Reference: contract DIR-SDD-937

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	\$100.00	\$1,000.00
2	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
3	257,331	VEMACS per voter fee per schedule		\$50,833.10
		Total		\$53,033.10

Due and payable upon invoice.

Thank you.



ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of _____, 2007, by and between HIDALGO County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- Voter Registration
- Mapping
- Mail Ballots
- Early Voting
- Election Initiation
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- TEAM Support
- Imaging for all of the above

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter file management and elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.



4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business, as required by Freedom of Information laws operative in Hidalgo County whether they be County, State, or Federal laws, or as required in a court of law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.



8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.



Proposed Contract for VEMACS – Votec Election Management and Compliance

11. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

[Signature]
Authorized Signature

CEO
Title

5/21/07
Date

Acceptance by LICENSEE:

HIDALGO County

[Signature]
Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:
Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By: [Signature]

ATTEST:

[Signature]
Arturo Guajardo Jr, County Clerk