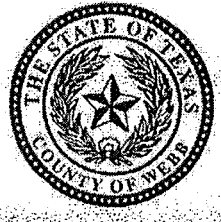


Print Form

WEBB COUNTY
GENERAL PURPOSE REQUEST FOR PAYMENT

Total \$ \$20,047.26

Vendor No. _____



Request No. 2017 - 1/1 ES&S

Date Prepared: 12/21/16

Prepared By: Oscar Villarreal

Phone No. Ext. 4050

Vendor Name: ELECTION SYSTEMS &
SOFTWARE ("ES&S")

Address: 6055 Paysphere Circle

City, State, Zip: Chicago, IL 60674

Description / HMA / FMA 2016-2017

Purpose (Required) Maint and Support

Affidavit to The County Auditor

I am hereby presenting for payment expenses approved for my department for this fiscal year, which are absolutely necessary in the discharge of my official duties, and for which there is an available balance in my approved budget to this I certify. I also certify that this expenditure is proper appropriate, and that it complies with all federal, state and grant regulations and laws concerning the expenditure of these funds.

Department: Elections Administration

Signature: _____

Name: Oscar Villarreal, CERA

Title: Elections Administrator

COPY

Vendor Name: ELECTION SYSTEMS &

Invoice Number	Amount	Invoice Date	Account Number	Auditor's Use
982733	\$20,047.26	09/09/16	001-0107-6402	
Description /	HMA / FMA 2016-2017		concerning the expenditure of these funds	
Total Amount:	\$20,047.26			

COPY

URGENT! Please distribute check by _____
 Please CALL Oscar Villarreal - Ext. 4050

Rec'd	Out By
1st Review	2nd Review
To Acct.	To R.P.
To C.G.	

Approved

Auditor

SHIP TO
 OSCAR VILLARREAL
 WEBB COUNTY ELECTIONS DEPT.
 1110 WASHINGTON ST. SUITE 103
 LAREDO, TX 78040

WEBB COUNTY
 Purchasing Department
 (956) 523-4125 - Fax (956) 523-5010

PURCHASE ORDER
 NO. 17-0003049
 DATE: 1/19/2017
 BUYER PURJEG

VENDOR
 21003
 ELECTION SYSTEM & SOFTWARE
 ATTN: DON BLAKELY
 11208 JOHN GALT BLVD
 OMAHA, NE 68137



BILL TO
 WEBB COUNTY PURCHASING
 1110 WASHINGTON ST. STE. 101
 LAREDO, TEXAS 78040
 OR EMAIL INVOICES TO:
 purchasinginvoices@webbcountytx.gov

The Purchase Order Number must appear on all Invoices, shipper's bill of lading, and correspondence.

PURCHASE ORDER

Add 2/14/17 Webb County Ct. for Agreement's Renewal.

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	MO	Election Systems & Software	20047.260	20047.26
Invoice# 982733 Invoice Date# 09/09/16 For Office Use Only. Purchasing Department 001-0107-6402 (956) 523-4125 - Fax (956) 523-5010 BUYER				
RECEIVED FEB 9 PM 4:24 WEBB COUNTY AUDITOR'S OFFICE				
				20047.26

[Signature]
 DARCO

Auditors Use Only

Rec'd 9 Due Out 16
 1st 2/10 To Acct
 2nd To RP
 To CG 2/13

Partial Payment

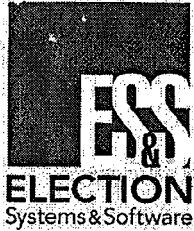
1 2 3 4 5 6 7 8 9 10 11 12
 Amount \$
 Tag #s

ORIGINAL

This purchase order is subject to the rights and obligations contained in the Webb County Standard Terms and Conditions for Purchasing which is on the reverse side of this document and incorporated herein for all purposes.

[Signature]
 Purchasing Agent Date: 2/02/17

Approved for payment - Deputy County Auditor Date



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

INVOICE NO.	PAGE
982733	1
INVOICE DATE	
09/09/16	

BILL TO: Webb County, Texas
 PO Box 29

SHIP TO: Webb County, Texas
 1110 Washington #103

Laredo, TX 78042

Laredo, TX 78040

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
W10081	HMA/FMA 2016-2017	NET 90 DAY	1076846	2861	ES&S DEL
QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM	DISC. %	EXTENDED PRICE

Coverage Date 12/01/16-11/30/17

Election Ref: NA

87.00	Firmware License-iVotronic Renewal License Fee	37.490000	EA		3,261.63
3.00	Firmware License-M650 Renewal License Fee	376.510000	EA		1,129.53
87.00	Hardware Maint-iVo Gold Ongoing Maintenance Fee	90.300000	EA		7,856.10
3.00	Hardware Maint-M650 Gold Ongoing Maintenance Fee	2600.000000	EA		7,800.00

0 USD .00
 .00
 .00

FREIGHT DISCOUNT
 SHIPPING & HANDLING
 TOTAL

20,047.26 USD

Assas Villarreal

INVOICE NO.	ACCOUNT NO.	AMOUNT
982733	W10081	20,047.26 USD

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

TX TX1

Election Systems & Software
 ABA Routing No: 071000039
 Account No: 5800923558

**Official Minutes for Webb County
Commissioners Court Meeting**

**Monday, October 24, 2011 at 9:00 AM
(Approved November 14, 2011)**

Call to order by Judge Danny Valdez

Let it be remembered that a regular meeting of the Webb County Commissioners Court was held at 9:00 a.m. at the regular meeting place with the following members present to wit:

Danny Valdez	County Judge
Frank Sciaraffa	Commissioner, Pct. 1
Rosaura "Wawi" Tijerina	Commissioner, Pct. 2
Jerry Garza	Commissioner, Pct. 3
Jaime Alberto Canales	Commissioner, Pct. 4

Thus constituting a quorum, the Commissioners Court proceeded to act upon the Agenda as posted in the meeting notice of the 21st day of October 2011. Present also were Ms. Virginia Martinez, Deputy County Clerk representing Mrs. Margie Ramirez Ibarra, Ex-officio Clerk of the Commissioners Court, various officers and others interested in the business of the Court.

Item No.1. Roll Call by Honorable Margie Ramirez-Ibarra, Webb County Clerk

Judge Valdez motioned to excuse Cmr. Garza. Cmr. Sciaraffa seconded the motion.

Motion carried 4-0 by unanimous consent.

Item No.2. Pledge of Allegiance

Item No.3. Approval of Minutes for September 12, 2011, September 19, 2011, September 26, 2011, September 30, 2011 and October 11, 2011

Cmr. Sciaraffa motioned to approve item as submitted. Cmr. Canales seconded the motion.

Motion carried 4-0 by unanimous consent.

Item No.4. Approval of Bills, Payroll, and Monthly Report

Discussion on file at the Webb County Clerk's Office October 24, 2011 Commissioner's Court Meeting DVD.

County Treasurer, Delia Perales presented her monthly report for September 2011.

Motion carried 4-0 by unanimous consent.

Motion carried 4-0 by unanimous consent.

Comr. Tijerina motioned to approve item as submitted. Comr. Sciaraffa seconded the motion.

Motion carried 4-0 by unanimous consent.

Item No.5. Communications

Judge Valdez acknowledged Judge Monica Notzon and Judge Elma Teresa Salinas Ender.

Comr. Canales thanked everyone present. He congratulated and thanked the Webb County Community Coalition Red Ribbon Committee along with all law enforcement agencies for hosting the 2011 Parade and Rally. Comr. Canales congratulated the Run Strong Laredo organizers for their very successful Asphalt Rock Fest Re-lay and Half Marathon. He congratulated Councilman Mike Garza for his south Laredo uniform fundraiser. Comr. Canales congratulated La Posada Hotel on their 50th Anniversary of great service to the community.

Comr. Tijerina congratulated Judge Danny Valdez for being honored by the Texas Special Olympics and given the Outstanding Service from a Community Leader Award out of all Texas. She congratulated the sponsors of the Buddy Walk. Comr. Tijerina congratulated the coordinators of the Red Ribbon Parade for a very successful event. She congratulated the Laredo Environmental Summit for a very successful event. Comr. Tijerina congratulated Constable Rudy Rodriguez for his Navidad En El Barrio Campaign kickoff. She congratulated La Posada Hotel on their 50th Anniversary of great service to the community. Comr. Tijerina congratulated the Webb County Women's Bar Association on their first annual Bullying Women's Walk. She congratulated Habitat for Humanity on their fundraiser event. Comr. Tijerina wished all veterans a Happy Veteran's Day. She sent out her heartfelt condolences to the family of Irma Valenzuela and the Trevino Family on the lost of their sister Diana Trevino. Comr. Tijerina sent out her heartfelt condolences to the Saucedo Family for the lost of Eduardo Saucedo.

Comr. Sciaraffa – No comments.

Judge Valdez acknowledged and thanked the Commissioner's Court for all their support, Lucy Gutierrez for nominating him for the Area and State Award, all the volunteers, and corporate sponsors that help put together all the events. He congratulated Sheriff Martin Cuellar and the Sheriff's Department on the renaming of the Rio Bravo substation in honor of ICE Agent Jaime Zapata. Judge Valdez congratulated La Posada Hotel on their 50th Anniversary of great service to the community. He recognized Melissa Belmares Cavazos, Veronica Jimenez, DEA Supervisor, Ms. Jones, DEA Agent, Martha Gomez, and Ana Aguilar, SCAN.

The Commissioner's Court presented and read a proclamation recognizing October 29, 2011 as National Take Back Pill Day

Item No.6. Public Comment - This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must complete a Witness Card specifying which agenda item they wish to comment on. Each public member will be allowed a total of Three (3) minutes within which to make any/all public comments.

Comr. Tijerina congratulated Sheriff Martin Cuellar and the Sheriff's Department on the renaming of the Rio Bravo substation in honor of ICE Agent Jaime Zapata. Judge Valdez congratulated

exemption from property taxation for certain goods-in-transit personal property) and takes effect and nullifies all previous local option actions taken by a Commissioners Court to provide for the taxation of goods-in-transit. The Webb County Commissioners Court, as permitted by the Texas Constitution and Section 11.253 of the Texas Tax Code, will continue to provide for the taxation of goods-in-transit otherwise exempt from taxation by Section 11.253 of the Texas Tax Code.

Discussion on file at the Webb County Clerk's Office October 24, 2011 Commissioner's Court Meeting DVD.

Cmr. Sciaraffa motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

Legislative and Governmental Affairs Officer, Eddie Zavala read the resolution regarding a legislative change to Section 11.253 of the Texas Tax Code (which provides a general exemption from property taxation for certain goods-in-transit personal property) and takes effect and nullifies all previous local option actions taken by a Commissioners Court to provide for the taxation of goods-in-transit.

Cmr. Tijerina motioned to bring up #8 again. Cmr. Sciaraffa seconded the motion.

Motion carried 4-0 by unanimous consent.

Honorable Rosaura "Wawi" Tijerina, Webb County Commissioner Pct. 2

Item No.8. Discussion and possible action to approve an exemption to the current County wide hiring freeze and to approve the filling of the following vacant Slots, subject to any applicable Civil Service timelines, effective October 24, 2011:

<u>Slot #</u>	<u>Title</u>	<u>Salary/ Hourly Rate</u>
2202	Director	\$1,619.35 (Bi-weekly)
2710	Clerk	\$11.82/hour

Cmr. Tijerina motioned to appoint Nelda Cortinas to the Director Slot# 2202. Cmr. Sciaraffa seconded the motion.

Motion carried 4-0 by unanimous consent.

Commissioners Court

Item No.13. Discussion regarding the redistricting of Webb County Commissioner Precincts based on the 2010 census analysis; with possible action to approve a redistricting plan for Webb County, Texas; and any other matters incident thereto.

Discussion on file at the Webb County Clerk's Office October 24, 2011 Commissioner's Court Meeting DVD.

Cmr. Tijerina motioned to appoint Nelda Cortinas to the Director Slot# 2202. Cmr. Sciaraffa seconded the motion.

Judge Valdez motioned to table item #13 and call for a Special Meeting on the first week of November, included in the motion is the publication on the Laredo Morning Times of any plans regarding the redistricting so that the community is aware of what Commissioner Precinct they will correspond to, along with the availability be made to media and individuals in need of any information. Cmr. Sclaraffa seconded the motion.

Motion carried 4-0 by unanimous consent.

Commissioners Court

Item No.14. Discussion and possible action to require that no less than 80% of funding to the Veteran's Coalition be used solely for direct assistance to local veterans and the remaining 20% for other coalition needs; and any other matters incident thereto. [Closed Session is requested pursuant to Texas Government Code, Title 5, Subchapter D, Sections 551.071 (Consultation with Attorney) and 551.074 (Personnel Matters)]

Engineer

Item motioned to table item #13 and call for a Special Meeting on the first week of November

Item No.48. Discussion and possible action to discuss the alterations to the San Carlos I & II paving design (Border Colonia Access Program) and to discuss possible affidavits to the Texas Society of Professional Engineers Licensing Board having the County Attorney's Office as counsel to represent Webb County in the matter of former County Engineer (Fitzgerald Sanchez), authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Executive Session is requested pursuant to Texas Government Code, Title 5, Subchapter D, Section 551.071 (Consultation with Attorney)]

Cmr. Sciaraffa motioned to go into Executive Session. Cmr. Tijerina seconded the motion.

Motion carried 4-0 by unanimous consent.

(Executive Session 10:10 – 10:47 a.m.)

No action taken.

Item No.14. Discussion and possible action to require that no less than 80% of funding to the Veteran's Coalition be used solely for direct assistance to local veterans and the remaining 20% for other coalition needs; and any other matters incident thereto. [Closed Session is requested pursuant to Texas Government Code, Title 5, Subchapter D, Sections 551.071 (Consultation with Attorney) and 551.074 (Personnel Matters)]

Judge Valdez motioned to approve item as submitted. Cmr. Tijerina seconded the motion.

rural transportation program and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Requested by Juan Vargas, Webb County Community Action Agency Director]

Item No.17. Discussion and possible action to approve the contract between Webb County and Architects Plus for Architectural services including schematic design, development, and monitor construction for renovations of the J.P. Precinct 4 office building in the amount of THIRTY-SEVEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$37,248.00) and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Requested by Cecilia Moreno, Webb County Purchasing Agent]

Item No.18. Discussion and possible action to enter into a Memorandum of Understanding between Webb County Head Start/Early Head Start Program and Women, Infant, Children (WIC) Program to provide comprehensive development services for low-income pregnant women and children birth to 5, as well as offering social services for their families for a period of Twelve (12) months beginning September 1, 2011 through August 30, 2012 and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Requested by Aliza Oliveros, Webb County Head Start Director]

Item No.19. Discussion and possible action to enter into a Post Warranty Hardware Maintenance Services and Support Maintenance Agreement between Webb County and Election Systems & Software, LLC for a period of Four (4) years from December 1, 2011 through November 30, 2015 for a total cost of EIGHTY THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS AND FOUR CENTS (\$80,189.04) of which SIXTY TWO THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND FORTY CENTS (\$62,624.40) is for a Hardware Maintenance fee and SEVENTEEN THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND SIXTY FOUR CENTS (\$17,564.64) is for the Firmware Maintenance Fee and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Requested by Oscar Villarreal, Webb County Elections Administrator]

Cmr. Sciaraffa motioned to approve items #16, #17, #18, and #19 as submitted. Cmr. Tijerina seconded the motion.

Motion carried 4-0 by unanimous consent.

Item No.20. Discussion and possible action to enter into the following Third Party Funding Contracts for Fiscal Year 2011-2012 and authorizing the County Judge to execute all relevant documents. (See Attached List)

Contractor Organization

Contract amount

General Fund

Sacred Heart Children's Home

\$10,000.00

Item No.20. Discussion and possible action to enter into the following Third Party Funding

**ELECTION SYSTEMS & SOFTWARE, LLC
POST WARRANTY
HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND SUPPORT
AGREEMENT**

THIS HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Webb County, Texas ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment and licensed the software described on Attachment 1 and Customer now desires to obtain maintenance services for such equipment and maintenance and support services for such software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Support Maintenance and Support services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Maintenance Term"). Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement 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 Maintenance 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 Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), 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 amount due to ES&S under this Agreement. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Agreement 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 Agreement is terminated pursuant to subsection 1(c) or 1(d) below.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Support and Software Maintenance and Support services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Attachment 1 for the Initial Maintenance Term. The Hardware Maintenance and Software Maintenance Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are 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 Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On License or New Product during the Initial Maintenance Term or

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 amount due to ES&S under this Agreement.

in the event that this is Agreement is terminated pursuant to

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	Refer to	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$62,624.40
ES&S Firmware Maintenance Fees	Attachment 1	\$17,564.64
ES&S Unity Software Maintenance Fees	Attachment 1	N/A
Total Maintenance Fees:		\$80,189.04
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: Invoicing and Payment terms are as follows: \$20,047.26 due on or before November 1, 2011 for the Coverage Dates of December 1, 2011 through November 30, 2012. \$20,047.26 due on or before November 1, 2012 for the Coverage Dates of December 1, 2012 through November 30, 2013. \$20,047.26 due on or before November 1, 2013 for the Coverage Dates of December 1, 2013 through November 30, 2014. \$20,047.26 due on or before November 1, 2014 for the Coverage Dates of December 1, 2014 through November 30, 2015.		

ES&S Firmware Maintenance Fees	Attachment 1	\$17,564.64
--------------------------------	--------------	-------------

Note 2: Invoicing and Payment terms are as follows:
 \$20,047.26 due on or before November 1, 2011 for the Coverage Dates of December 1, 2011 through

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Maintenance Term: **December 1, 2011 through November 30, 2015**

Qty	Description	Coverage Period	Maintenance Fee Per Unit	Maintenance Fee In Total
87	15" iVotronic Terminal	12/1/2011 through 11/30/2012	\$90.30	\$7,856.10
3	Model 650 Scanner	12/1/2011 through 11/30/2012	2,600.00	\$7,800.00
Total Maintenance Fees for the Coverage Period 12/1/2011 through 11/30/2012				\$15,656.10
87	15" iVotronic Terminal	12/1/2012 through 11/30/2013	\$90.30	\$7,856.10
3	Model 650 Scanner	12/1/2012 through 11/30/2013	2,600.00	\$7,800.00
Total Maintenance Fees for the Coverage Period 12/1/2012 through 11/30/2013				\$15,656.10
87	15" iVotronic Terminal	12/1/2013 through 11/30/2014	\$90.30	\$7,856.10
3	Model 650 Scanner	12/1/2013 through 11/30/2014	2,600.00	\$7,800.00
Total Maintenance Fees for the Coverage Period 12/1/2013 through 11/30/2014				\$15,656.10
87	15" iVotronic Terminal	12/1/2014 through 11/30/2015	\$90.30	\$7,856.10
3	Model 650 Scanner	12/1/2014 through 11/30/2015	2,600.00	\$7,800.00
Total Maintenance Fees for the Coverage Period 12/1/2014 through 11/30/2015				\$15,656.10
Total Maintenance Fees for the Initial Maintenance Term				\$62,624.40

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 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Laredo, 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.

Note 5: Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated according to Article I, Section 4.1/2014 through 11/30/2015

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone support.

**ES&S UNITY SOFTWARE SUPPORT DESCRIPTION
AND MAINTENANCE FEES**

Initial Maintenance Term: December 1, 2011 through November 30, 2015

Please check the Unity Software Modules for which Software Maintenance and Support will be provided:

Unity Software Modules	Support Provided
AutoMARK Information Management System (AIMS)	NA
Ballot Image Manager (BIM)	NA
Ballot on Demand (BOD)	NA
Data Acquisition Manager (DAM)	NA
Election Data Manager (EDM)	NA
Election Reporting Manager (ERM)	NA
Hardware Programming Manager (HPM)	NA
IVotronic Image Manager (IVIM)	NA

Please check the Hardware Products for which Software Support will be provided:

Hardware Product	Number of Units
15" IVotronic Terminal	87
Model 650	3

ES&S Software Maintenance and Support Fees for the Initial Maintenance Term shall be as follows:

Coverage Period	ES&S Firmware Maintenance Fees	ES&S Unity Software Maintenance Fees
12/1/2011 through 11/30/2012	\$4,391.16	N/A
12/1/2012 through 11/30/2013	\$4,391.16	N/A
12/1/2013 through 11/30/2014	\$4,391.16	N/A
12/1/2014 through 11/30/2015	\$4,391.16	N/A
Total Fees for the Initial Maintenance Term	\$17,564.64	N/A

Software Maintenance and Support Services Provided by ES&S Under the Agreement

1. Telephone support.

- ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
- ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.

2. Issue Resolution. (to be provided on a limited basis)

- ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.