

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") shall be deemed a material part of that certain Hardware Maintenance and Software License, Maintenance and Support Services Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Laramie County, Wyoming ("Customer") dated April 4, 2023 ("Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, ES&S and Customer entered into the Agreement under which ES&S will maintainance equipment, licensing software and performing certain services for Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to said equipment in order to move the DS200 unites to annual extended warranty coverage.

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. **Pricing Summary and Payment Terms to Agreement.** The Pricing Summary and Payment Terms to the Agreement is hereby deleted in its entirety and replaced in its entirety with the Pricing Summary and Payment Terms attached hereto and incorporated herein by this reference.

3. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 2<sup>nd</sup> day of May 2023.

ELECTION SYSTEMS & SOFTWARE, LLC.

LARAMIE COUNTY, WYOMING

By: [Signature]

By: \_\_\_\_\_

Its: VP of Finance

Its: \_\_\_\_\_

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY [Signature]

**PRICING SUMMARY AND PAYMENT TERMS**

<b><u>Sale Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	Attachment 1	\$118,895.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$49,920.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$53,125.00
<b>Total Maintenance Fees for the Term:</b>		<b>\$221,940.00</b>
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
\$72,280.00 due on or before July 31, 2023 for the Coverage Period of August 1, 2023 through July 31, 2024.		
\$1,500.00 due on or before September 1, 2023 for the Coverage Period of October 1, 2023 through July 31, 2024.		
\$74,080.00 due on or before July 31, 2024 for the Coverage Period of August 1, 2024 through July 31, 2025.		
\$74,080.00 due on or before July 31, 2025 for the Coverage Period of August 1, 2025 through July 31, 2026.		

**Attachment 1**

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Term: August 1, 2023 through July 31, 2026

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
12	Model DS200 Scanner	8/1/2023 through 7/31/2024	\$205.00	\$2,460.00
2	Model DS450 Scanner	8/1/2023 through 7/31/2024	\$3,005.00	\$6,010.00
200	ExpressVote Tabulator	8/1/2023 through 7/31/2024	\$150.00	\$30,000.00
<b>Total Maintenance Fees for the Coverage Period August 1, 2023 through July 31, 2024</b>				<b>\$38,470.00</b>
6	Model DS200 Scanner	10/1/2023 through 7/31/2024	\$205.00	\$1,025.00 (Pro-Rated)
<b>Total Maintenance Fees for the Coverage Period October 1, 2023 through July 31, 2024</b>				<b>\$1,025.00 (Pro-Rated)</b>
18	Model DS200 Scanner	8/1/2024 through 7/31/2025	\$205.00	\$3,690.00
2	Model DS450 Scanner	8/1/2024 through 7/31/2025	\$3,005.00	\$6,010.00
200	ExpressVote Tabulator	8/1/2024 through 7/31/2025	\$150.00	\$30,000.00
<b>Total Maintenance Fees for the Coverage Period August 1, 2024 through July 31, 2025</b>				<b>\$39,700.00</b>
18	Model DS200 Scanner	8/1/2025 through 7/31/2026	\$205.00	\$3,690.00
2	Model DS450 Scanner	8/1/2025 through 7/31/2026	\$3,005.00	\$6,010.00
200	ExpressVote Tabulator	8/1/2025 through 7/31/2026	\$150.00	\$30,000.00
<b>Total Maintenance Fees for the Coverage Period August 1, 2025 through July 31, 2026</b>				<b>\$39,700.00</b>
<b>Total Hardware Maintenance Fees for the Term</b>				<b>\$118,895.00 (Pro-Rated)</b>

**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 the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Laramie County, Wyoming**



**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.**

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

Telephone Support.

1. Issue Resolution.
2. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
3. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of equipment.
4. Repair Services.
  - Customer receives coverage for interim repair calls.
    - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
5. Priority Services.
  - Customer has access to the ES&S Help Desk for assistance.
  - The customer receives priority on service calls.
  - The customer receives priority on response time.
  - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Term: August 1, 2023 through July 31, 2026

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	8/1/2023 through 7/31/2024	\$15,500.00
2	BOD Software	8/1/2023 through 7/31/2024	\$1,140.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2023 through July 31, 2024</b>			<b>\$16,640.00</b>
<hr/>			
1	ElectionWare Software – PYO Standard	8/1/2024 through 7/31/2025	\$15,500.00
2	BOD Software	8/1/2024 through 7/31/2025	\$1,140.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2024 through July 31, 2025</b>			<b>\$16,640.00</b>
<hr/>			
1	ElectionWare Software – PYO Standard	8/1/2025 through 7/31/2026	\$15,500.00
2	BOD Software	8/1/2025 through 7/31/2026	\$1,140.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2025 through July 31, 2026</b>			<b>\$16,640.00</b>
<b>Total Software License, Maintenance and Support Fees for the Term</b>			<b>\$49,920.00</b>

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Term: August 1, 2023 through July 31, 2026

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
12	Model DS200 Scanner	8/1/2023 through 7/31/2024	\$85.00	\$1,020.00
2	Model DS450 Scanner	8/1/2023 through 7/31/2024	\$1,575.00	\$3,150.00
200	ExpressVote Tabulator	8/1/2023 through 7/31/2024	\$65.00	\$13,000.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2023 through July 31, 2024</b>				<b>\$17,170.00</b>



6	Model DS200 Scanner	10/1/2023 through 7/31/2024	\$95.00	\$475.00 (Pro-Rated)
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2023 through July 31, 2024</b>				<b>\$475.00 (Pro-Rated)</b>
12	Model DS200 Scanner	8/1/2024 through 7/31/2025	\$85.00	\$1,020.00
6	Model DS200 Scanner	8/1/2024 through 7/31/2025	\$95.00	\$570.00
2	Model DS450 Scanner	8/1/2024 through 7/31/2025	\$1,575.00	\$3,150.00
200	ExpressVote Tabulator	8/1/2024 through 7/31/2025	\$65.00	\$13,000.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2024 through July 31, 2025</b>				<b>\$17,740.00</b>
12	Model DS200 Scanner	8/1/2025 through 7/31/2026	\$85.00	\$1,020.00
6	Model DS200 Scanner	8/1/2025 through 7/31/2026	\$95.00	\$570.00
2	Model DS450 Scanner	8/1/2025 through 7/31/2026	\$1,575.00	\$3,150.00
200	ExpressVote Tabulator	8/1/2025 through 7/31/2026	\$65.00	\$13,000.00
<b>Total License, Maintenance and Support Fees for the Coverage Period August 1, 2025 through July 31, 2026</b>				<b>\$17,740.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Term</b>				<b>\$53,125.00 (Pro-Rated)</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.

Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

- Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
  3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
  4. Customer shall be responsible for data extraction from Customer voter registration system.
  5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
  6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
  7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
  8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
  9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
  10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates