

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") shall be deemed a material part of that certain Purchase Order Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Collin County, Texas ("Customer"), dated June 26, 2025 ("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 be providing equipment to Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to the equipment being sold under the Agreement.

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. **Purchase Order Summary Page to Agreement.** Purchase Order Summary Page is hereby deleted in its entirety and replaced with the Purchase Order Summary Page, 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 ____ day of _____, 2025.

ELECTION SYSTEMS & SOFTWARE, LLC

COLLIN COUNTY, TEXAS

By: _____

By: _____

Its: _____

Its: _____



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Purchase Order Agreement

Texas Buyboard Contract # 710-23

1st Election Date: November 4, 2025

Estimated Delivery Date: August 2025

Customer Contact, Title: Kaleb Breaux - Elections Administrator

Phone Number: 972-547-1910

Customer Name: Collin County, Texas

Fax Number: 972-547-1914

Bill To:
Collin County, Texas
Kaleb Breaux - Elections Administrator
2010 Redbud Blvd. - Suite 102
McKinney, TX 75069

Ship To:
Collin County, Texas
Kaleb Breaux - Elections Administrator
2010 Redbud Blvd. - Suite 102
McKinney, TX 75069

Item	Description	Qty	Price	Total
1	Ballot on Demand Compact Printer with Firmware	350	\$775.00	\$271,250.00
2	Ballot on Demand Laptop Computer with Crossover Cable	300	\$1,475.00	\$442,500.00
3	Shipping Shipping & Handling	1	\$126,000.00	\$126,000.00
Order Total			\$	839,750.00

Chris Moody
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Payment Terms

\$457,375.00 of Order Total will be invoiced upon Contract Execution.

\$382,375.00 of Order Total will be invoiced as Equipment is provided to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Warranty Period (Years):

One (1) Year from Equipment Delivery