

**EXHIBIT A  
PRICING SUMMARY**

| <b>Sale Summary:</b>   |                                |                   |                           |                                |                |          |               |          |                   |          |
|--|--------------------------------|-------------------|---------------------------|--------------------------------|----------------|----------|---------------|----------|-------------------|----------|
| <b>Description</b>   | <b>Refer to</b>                | <b>Amount</b>     |                           |                                |                |          |               |          |                   |          |
| ES&S Equipment   | Exhibit B                      | \$545,075         |                           |                                |                |          |               |          |                   |          |
| ES&S Software License Fees   | Exhibit C                      | \$48,000          |                           |                                |                |          |               |          |                   |          |
| Third Party Items  | Exhibit D                      | \$18,697          |                           |                                |                |          |               |          |                   |          |
| Election Support Services  | Exhibit E                      | \$173,082         |                           |                                |                |          |               |          |                   |          |
| Extended Maintenance and Support Fees  | Exhibit F                      | \$52,258          |                           |                                |                |          |               |          |                   |          |
| Shipping and Handling  | Note 1                         | \$4,050           |                           |                                |                |          |               |          |                   |          |
| Discounts  |                                | (\$21,750)        |                           |                                |                |          |               |          |                   |          |
| <b>Total Net Sale</b>  |                                | <b>\$819,412</b>  |                           |                                |                |          |               |          |                   |          |
| <b>Terms &amp; Conditions:</b>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <p><b>Note 1:</b> 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><b>Note 2:</b> <u>Payment terms are as follows:</u><br/>           Within Ten (10) Business Days After Agreement Execution: \$150,762<br/>           Due Thirty (30) Calendar Days after Equipment Delivery: \$452,290<br/>           January 31, 2006: \$83,276<br/>           January 31, 2007: \$25,560<br/>           January 31, 2008: \$107,524</p>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <p><b>Note 3:</b> Services in excess of those set forth in <u>Exhibit E</u> shall be charged at the rate of \$1,600 per day, including expenses.</p>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <p><b>Note 4:</b> ES&amp;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&amp;S Equipment</td> <td>May 2005</td> </tr> <tr> <td>ES&amp;S Software</td> <td>May 2005</td> </tr> <tr> <td>Third Party Items</td> <td>May 2005</td> </tr> </tbody> </table> |                                |                   | <u>Equipment/Software</u> | <u>Estimated Delivery Date</u> | ES&S Equipment | May 2005 | ES&S Software | May 2005 | Third Party Items | May 2005 |
| <u>Equipment/Software</u>  | <u>Estimated Delivery Date</u> |                   |                           |                                |                |          |               |          |                   |          |
| ES&S Equipment   | May 2005                       |                   |                           |                                |                |          |               |          |                   |          |
| ES&S Software  | May 2005                       |                   |                           |                                |                |          |               |          |                   |          |
| Third Party Items  | May 2005                       |                   |                           |                                |                |          |               |          |                   |          |
| <b>Warranty:</b>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <p>ES&amp;S Equipment and ES&amp;S Software – Warranty Period:<br/>           Anticipated Warranty Period: Starting the later of June 2005 or 90-days prior to first election use and going through November 30, 2008.</p>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <b>Ongoing Services:</b>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| <b>Description</b>   | <b>Refer to</b>                | <b>Annual Fee</b> |                           |                                |                |          |               |          |                   |          |
| Routine Maintenance Services during Warranty Period; Payment is due 30 days after invoice.   | Section 3.3                    | N/A               |                           |                                |                |          |               |          |                   |          |
| <b>Post Warranty Hardware Maintenance Services</b>   | <b>Exhibit F</b>               | <b>\$15,142</b>   |                           |                                |                |          |               |          |                   |          |
| <p>Service period begins December 1, 2008<br/>           Fees reflect a one year term. Payment is due at the start of the maintenance period.</p>  |                                |                   |                           |                                |                |          |               |          |                   |          |
| <b>Post Warranty Software Maintenance &amp; Support Services</b>   |                                |                   |                           |                                |                |          |               |          |                   |          |
| - ES&S Firmware  | Exhibit F                      | \$2,774           |                           |                                |                |          |               |          |                   |          |
| - All Other ES&S Software  | Exhibit F                      | \$10,080          |                           |                                |                |          |               |          |                   |          |
| <p>Service period begins December 1, 2008.<br/>           Fees reflect a one year term. Payment is due at the start of the maintenance period.</p>   |                                |                   |                           |                                |                |          |               |          |                   |          |



**EXHIBIT C  
ES&S SOFTWARE DESCRIPTION AND PRICING**

| DESCRIPTION   | NUMBER OF LICENSES |
|---|--------------------|
| <b>Unity Election System licensed pursuant to Section 2.2(a) of the General Terms (check modules being licensed):</b> |                    |
| Data Manager  | 1                  |
| Votronic Image Manager  | 1                  |
| Ballot Image Manager  | 1                  |
| Ballot on Demand  | 1                  |
| Hardware Programming Manager  | N/A                |
| Data Acquisition Manager  | N/A                |
| Reporting Manager   | 1                  |
| <b>ES&amp;S Firmware (see Notes 1 and 2 below)</b>  | <b>1</b>           |
| <b>Total License Fees (including all applicable Documentation)</b>  | <b>\$48,000</b>    |

**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  
THIRD PARTY ITEMS**

| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| <b>WINDOWS 2003 FILE AND DATA BASE SERVER:</b>                              |            |
| Dell PowerEdge 420C - 3.4GHz with 512K Cache                                | 1          |
| 1GB SDRAM (2X512MB SDRAM DIMM)  | 1          |
| Windows 2003 Small Bus. Server, Standard Ed. - 5 Additional Client Licenses | 1          |
| PERC4-SC w/128MB Cache, 2 Internal Channels                                 | 1          |
| SCSI Raid 1 - 2 Hard Drives w/SCSI Controller                               | 1          |
| 73GB 10K RPM SCSI Hard Drive - 1st  | 1          |
| 73GB 10K RPM SCSI Hard Drive - 2nd  | 1          |
| Drives attaches to embedded PERC4/DI - RAID 5                               | 1          |
| Intel Pro 1000MT Dual Port Gigabit Network Adapter                          | 1          |
| 56K PC Internal Modem   | 1          |
| 48X IDE CD-RW/DVD Rom Drive for PowerEdge Servers                           | 1          |
| Standard Windows Keyboard   | 1          |
| Dell 17" E172FP Flat Panel Monitor  | 1          |
| Redundant Power Supply  | 1          |
| Symantec AntiVirus (5 User) SMB 8.0 File                                    | 1          |
| Onboard NIC   | 1          |
| Firebox SOHO 6tc Firewall   | 1          |
| 3.5" 1.44MB Floppy Drive  | 1          |
| Microsoft System Mouse  | 1          |
| PowerVault 100T Tape Backup 20/40GB w/Internal TBU                          | 1          |
| Travan 40, Formatted Tape Media Cartridge - 5 Pack                          | 1          |
| 3Yr Same Day 4Hr Response Parts and Repair 7Day/24Hr                        | 1          |
| TapeWare, TBU Enhanced Software   | 1          |
| APC Smart UPS-1500 STNDALN, 120V  | 1          |
| Dell 2616 16-port 10/100 Fast Ethernet Unmanaged Switch                     | 1          |
| <b>DELL GX280 WORKSTATIONS:</b>   |            |
| Dell OptiPlex GX280 MiniTower - 3.20GHz P-IV w/512K Cache                   | 2          |
| Windows XP Pro using NTFS   | 2          |
| 1GB ECC SDRAM (2 DIMMS)   | 2          |
| Quietkey PS/2 Keyboard  | 2          |
| 80 GB 7200RPM Hard Drive  | 2          |
| 17" Dell E171FL Flat Panel Monitor  | 2          |
| 48X/32X/48X Max, CD-RW  | 2          |
| Integrated 10/100 3COM PCI Adapter  | 2          |
| Serial Port Adapter   | 2          |
| DVI Adaptor Card (Digital)  | 2          |
| Energy Star Label   | 2          |
| 64MB USB HiSpeed Memory Key   | 2          |
| 3.5" 1.44MB Floppy Drive  | 2          |

| DESCRIPTION  | QTY             |
|--|-----------------|
| Microsoft Office Small Business Edition 2003 w/Adobe Acrobat 6.0 | 2               |
| Dell PS/2 2-Button Mouse   | 2               |
| Integrated Sound Blaster Compatible                              | 2               |
| Internal Dell Business Audio Speaker                             | 2               |
| Norton AntiVirus 2004  | 2               |
| 3Yr Parts + Onsite Labor (Next Business Day)                     | 2               |
| APC Back-UPS ES 725 Battery Backup                               | 2               |
| U.S. Robotics 56K External Modem & Cable (Support)               | 1               |
| pcAnywhere Communications Software                               | 2               |
| <b>ADDITIONAL ELECTION HARDWARE/SOFTWARE:</b>                    |                 |
| Adobe TypeManager  | 2               |
| Adobe Acrobat Reader   | 2               |
| WinZip Software  | 2               |
| Cat. 5 Ethernet Cables - 50 ft.                                  | 3               |
| <b>PRINTERS:</b>   |                 |
| Hewlett-Packard 2300DTN 25PPM Report Printer and Cable           | 1               |
| Okidata 9300DXN Ballot on Demand Printer                         | 1               |
| <b>Total Third Party Items</b>                                   | <b>\$18,697</b> |

**Note 1:**

The configuration and specification of Third Party Items as per this Exhibit D are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

**EXHIBIT E  
ELECTION SUPPORT SERVICES**

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

|   |
|---|
| <p><b>May 2006</b><br/> <b>November 2006</b><br/> <b>May 2008</b><br/> <b>November 2008</b></p> |
|---|

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 | Additional Day Bill Rate |
|--|---|------------------------|--------------------------|
| <b>Project Management</b>                          | 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                   | \$ 1,600.00              |
| <b>Shipping Material</b>                           | Dispose of shipping materials (boxes, packaging, etc.)  | Customer               |                          |
| <b>Third-Party Hardware &amp; Network Delivery</b> | Deliver and install third party hardware and software, including Unity software. Review with Customer staff and deliver written documentation of system requirements and configurations.  | ES&S                   | \$1,600.00               |
| <b>Ballot Layout/Coding Services</b>               | Gather and provide all necessary election data for preparation of election data files.<br><br>Assist Customer staff in creating election ballot layouts and coding files using Unity software.  | Customer<br><br>ES&S   | <br><br>\$1,600.00       |
| <b>Training - Unity</b>                            | 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                   | \$1,500.00               |

|   |  |      |            |
|---|--|------|------------|
| <b>Training – DRE</b>                             | 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 | \$1,500.00 |
| <b>Training – Model 100 Scanner</b>               | ES&S will provide classroom-style training with hands-on practice using the Model 100 Scanner. General operations, tabulation procedures, backups and general maintenance procedures are covered. Class size is limited to 20.   | ES&S | \$1,500.00 |
| <b>Training – Poll Worker Train – The-Trainer</b> | 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 | \$1,500.00 |
| <b>Public Test</b>                                | ES&S will provide assistance during the Public Test of Equipment prior each contracted election.   | ES&S | \$1,500    |
| <b>Election Day Support</b>                       | ES&S will provide software accumulation assistance on Election Day/Night of each contracted election.  | ES&S | \$1,500.00 |
|   | <b>Total Election Support Service Days: 140</b>  |      |            |
|   | <b>Total Fees: \$164,496</b>   |      |            |

| <b>Role/Function</b>                   | <b>Area of Work or Description</b>  | <b>Primary Responsibility</b> |
|--|---|-------------------------------|
| <b>Installation – DRE System</b>       | ES&S will inspect the DRE Tabulator at the customers delivery location to make sure it is operating properly and is within specifications for tabulating election day ballots.    | ES&S                          |
| <b>Installation – Precinct Scanner</b> | ES&S will inspect the Precinct Scanner at the customers delivery location to make sure it is operating properly and is within specifications for tabulating election day ballots. | ES&S                          |
|  | <b>Total Installation Fees: \$8,980</b>   |                               |

| <b>Absentee Ballots</b> | <b>Quantity</b> | <b>Total Price</b> |
|-------------------------|-----------------|--------------------|
| 2008                    | 3,716           | \$1,114            |
| 2008                    | 3,716           | \$1,206            |
| <b>Total</b>            | <b>7,432</b>    | <b>\$2,320</b>     |

**Ballot Assumptions.** The pricing for ballots set forth above is based upon the following requirements and assumptions. In the event that one or more of the following requirements and/or assumptions changes, pricing for ballots shall be subject to change by ES&S.

One Sided – General  
 Two Sided - Primary  
 One Color-General  
 Black Ink Only -Primary  
 No Stubs  
 Precinct I.D.  
 Signature Line  
 Shrink Wrapped (Qty of 50 or 100)  
 Packaged by Precinct and Style  
 Price Does Not Include Shipping. This will be billed separately to the Customer

| <b>Precinct Kits</b> | <b>Quantity</b> | <b>Total Price</b> |
|----------------------|-----------------|--------------------|
| 2006                 | 70              | \$3,500            |
| 2008                 | 70              | \$3,786            |
| <b>Total</b>         | <b>70</b>       | <b>\$7,286</b>     |

[END OF EXHIBIT E]