

AMENDMENT ONE
to the
VOTER REGISTRATION AND ELECTION MANAGEMENT SYSTEM SOFTWARE MAINTENANCE
AND SUPPORT AND SYSTEM SERVICES AGREEMENT
between
ES&S VOTER REGISTRATION, LLC,
and the
NEBRASKA SECRETARY OF STATE'S OFFICE

This Amendment ("Amendment One") to the Voter Registration and Election Management System Software Maintenance and Support and System Services Agreement ("Agreement") is made by ES&S Voter Registration, LLC ("ES&S") and the Nebraska Secretary of State's Office on behalf of the State of Nebraska ("Customer"), collectively referred to as (the "Parties").

The Parties agree to amend the Original Agreement as follows:

1. Schedule D-2 Service Level Agreement, 1. Restrictions, is amended to replace "Customer is not required to provide notice to ES&S of any such disclosure" with the following:

Customer will make reasonable efforts to provide prior notice to ES&S by email of any such disclosure that involves ES&S's Confidential Information.

2. Article 3, Section 3.42 Federal Funding Provisions is amended to add the following terms and conditions:
 - a. **Access to Records and Audit.** In addition to any similar requirements specified in the Agreement, ES&S will allow authorized representatives of the Federal government access to documents, papers, or other records relating to the Agreement and comply with the audit requirements of 2 C.F.R. Part 200. Payments made to ES&S utilizing federal grant funds shall only be for costs that are reasonable, allocable, and allowable in accordance with the cost principles in 2 C.F.R. Part 200 and 2 C.F.R. Part 400.
 - b. **Contracting with Small and Minority Businesses.** If ES&S uses a subcontractor under the Agreement, ES&S shall take all necessary affirmative steps, as required by 2 C.F.R. 200.321.
 - c. **Domestic Preferences for Procurements.** ES&S certifies that to the greatest extent practicable ES&S will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
 - d. **Intellectual Property.** Notwithstanding other provisions of the Agreement, rights and ownership of intellectual property resulting from any services funded with federal grant funds under the Agreement are subject to the requirements of 2 C.F.R. Part 200.


- e. **Press Releases.** ES&S shall not issue statements, press releases, or other documents relating to Nebraska specific services provided under the Agreement, without prior written approval from Customer and inclusion of any statements required by the Customer.
- f. **Procurement of Recovered Materials.** As required by Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962), ES&S certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be consistent with 40 C.F.R. Part 247.
- g. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** Section 889 of the National Defense Authorization Act and 2 C.F.R. 200.216 prohibits use of Federal funds to procure or obtain certain telecommunications and video surveillance equipment. ES&S certifies that no funds under the Agreement will be used to procure or obtain such prohibited equipment.
- h. **Prohibition on Text Messaging and Emailing While Driving.** ES&S is encouraged to adopt and enforce policies that ban text messaging and emailing when driving while performing any work under the Agreement.
- i. **Trafficking in Persons.** The Agreement is subject to Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). ES&S certifies ES&S and ES&S's employees (a) will not engage in severe forms of trafficking in persons; (b) will not procure a commercial sex act; and (c) will not use forced labor in the performance of work under the Agreement.
- j. **Whistleblower Protections.** ES&S agrees to comply with the provisions of 41 U.S.C. §4712, which prohibit reprisal for whistleblowing and require informing employees of whistleblower protections.

There are no other changes to the Agreement.

IN WITNESS WHEREOF, the Parties execute this Amendment One by their duly authorized official or officers listed below, effective the date of signature by both Parties.

ES&S Voter Registration, LLC
 11128 John Galt Boulevard, Suite 200
 Omaha, NE 68137
 Fax No. (402) 970-1291

Nebraska Secretary of State
 1445 K Street, Suite 2300
 Lincoln, NE 68509
 Fax No. (402) 471-2089




 Signature
 Jared Plath

 Name (Printed or Typed)
 VP of Finance

 Title
 08/23/2024

 Date



 Signature
 Robert Ernen

 Name (Printed or Typed)
 NE Secretary of State

 Title
 8/26/2024

 Date