

972-542-6044 DIEBOLD ELECTION SYS

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FAX NO. 404 656 0613

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THIRD AMENDMENT
TO CONTRACT FOR A STATEWIDE VOTING SYSTEM
CONTRACT No. GTA000040

THIS THIRD AMENDMENT TO THE CONTRACT FOR A STATEWIDE VOTING SYSTEM (this "Third Amendment") is made this ~~3rd~~ day of March, 2003, between the **SECRETARY OF STATE** of the State of Georgia (the "Secretary of State"), and **DIEBOLD ELECTION SYSTEMS, INC.**, a corporation organized under the laws of the State of Delaware ("Contractor") (together, the "Parties").

WHEREAS, the parties desire to recognize certain developments and changes in plans.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements and for other good and valuable consideration contained herein, the receipt and sufficiency of which each party affirms, the Parties agree to this Third Amendment as follows:

1. Item 3 of Exhibit "A" of the Second Amendment is hereby amended to read as follows:

"Amended Item 3."

\$1 million

(a) Receipt by the Secretary of State of her copy of the final reports for national certification issued by CIBRR for GEMS v. 1.18.15 and by Wyle Laboratories, Inc., for HS v. 4.3.14 in each case with recommended NASED certification numbers.

(b) Certification by the Secretary of State of HS v. 4.3.14 and GEMS v. 1.18.15 software, for installation and operation with the operating system, WIN CE 3.0, together with the 0808 patch.

(c) As of the date of this amendment the parties stipulate that (a) and (b) have occurred, that Contractor has invoiced for this payment and that the Secretary of State will pay invoice on or before March 19, 2003.

This one-time payment will not be delayed for receipt of official notification of assignment of NASED certification and certification numbers. However, Contractor may not commence installation of the GEMS Upgrade or HS Upgrade under Item 4, as amended below, until these events occur. If these events do not occur, Contractor will be in material breach.

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Payment by the Secretary of State will not adversely affect or waive any right of the Secretary of State. Without limitation, payment will not set up any estoppel, constitute an acknowledgment of satisfaction, waiver or defeat any right or remedy the Secretary may have for failure of Contractor to provide a certified system or to have upgrades, including the Upgrade, in compliance with the Contract. Further without limitation, Contractor promises to work with the Secretary in good faith to make any corrections, explanations or other response appropriate to a report by her agent regarding certification under this item, and to cooperate actively in responding to questions and other reasonable requests from the Secretary of State or her agent during its review.

Both Wyle and Kennesaw will continue to be allowed to exercise independent, professional judgement, particularly, but without limitation, as to whether it may rely upon prior testing of BS v. 4.3.13 in testing BS v. 4.3.14 or subsequent versions of BS.

2. Item 4 of Exhibit "A" of the Second Amendment is hereby amended to substitute for "BS v. 4.3.13 software" the following: the BS software version certified by the Secretary of State pursuant to Item 3 or a later released version of BS software which has been certified by the Secretary of State and approved in writing for installation under this Contract by the Secretary of State.

3. Item 4 of Exhibit "A" of the Second Amendment is hereby amended to substitute for "GEMS v. 1.18.15 software" the following: the GEMS software version certified by the Secretary of State pursuant to Item 3 or a later released version of GEMS software which has been certified by the Secretary of State and approved in writing for installation under this Contract by the Secretary of State.

4. Paragraph 3 of the Second Amendment is hereby amended to extend the warranty described therein and in Section 6.1 of the Contract until completion of the next Presidential Election in Georgia, including without limitation any runoffs. For purposes of maintaining statewide uniformity, Contractor agrees to extend the same warranty to any other equipment purchased by the State or counties for use in the November 5, 2002 General Election.

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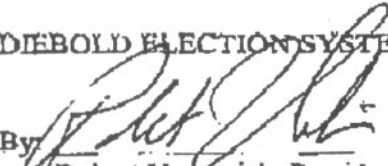
5. The Parties agree to execute this Third Amendment initially by electronic facsimile signatures. The Secretary of State will sign and deliver the Third Amendment by electronic facsimile to Contractor at (972) 542-6044 (attention Bob Urosevich), with copy to (404) 581-8330 (attention Bill Rowland). Contractor will execute the facsimile signature page and return it fully signed by facsimile to (404) 656-0513 (attention Bob Ray) with copy to (404) 657-3239 (attention John Ballard). The parties will also promptly exchange duplicate original counterparts of the entire Agreement with original signatures.

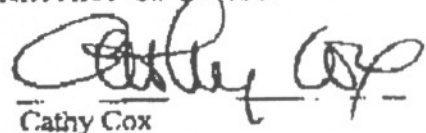
6. Except as specifically provided in this Third Amendment, all terms of the Contract, the First and Second Amendments, and the respective obligations of the Parties thereunder shall remain in full force and effect.

IN WITNESS WHEREOF each of the Parties has executed this Third Amendment to the Contract by its duly authorized officers, as of the 29 day of February March 2003.

DIEBOLD ELECTION SYSTEMS, INC.

SECRETARY OF STATE

By: 
Robert Urosevich, President

By: 
Cathy Cox

ACKNOWLEDGED WITHOUT OBJECTION:

DIEBOLD, INC.

By: _____
Name: _____
Title: _____

A corporate officer with requisite authority.