VOTER REGISTRATION SYSTEM LIMITED LICENSE

This Voter Registration System Limited License ("Agreement") is made as of July 13, 2004 by and between the Cuyahoga County Board of Elections ("Board") and Data Information Management Systems, Inc., a California corporation ("DIMS").

DIMS designs, manufactures, sells and licenses voter registration software, and provides installation and maintenance services for such software. The Board desires to use DIMS' voter registration software on a temporary, limited basis. DIMS is considering providing the software for that purpose and the parties are cooperating on a day-to-day basis in certain related activities. The parties wish to memorialize that there is currently no oral or written agreement between them, other than the limited agreement set forth herein, and that such activities should not be construed as evidence of any such agreement.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Limited License

1.1. Software. Subject to the terms and conditions of this Agreement, DIMS hereby grants the Board a nonexclusive, nontransferable license to use, during the Term, in object code form only, the voter registration information management software delivered by DIMS to the Board from time to time during the Term (together with documentation therefor, the "Software").

1.2. Scope of Use. The Board shall not use the Software in any manner that is not contemplated in the documentation for the Software. Without limiting the foregoing, the Board may not reproduce the Software, provide the Software to any third party, sublicense or assign the Board's license to the Software to any third party or reverse-engineer or disassemble or otherwise attempt to access or use the source code of any part of the Software.

1.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) DIMS grants no licenses, expressly or by implication, and (b) DIMS’ entering into and performing this Agreement will not be deemed to transfer any intellectual property rights under the laws of any jurisdiction.

2. Term and Termination

2.1. Term. This Agreement is effective on the Effective Date, and continues in effect until this Agreement is terminated or expires as provide in Section 2.2 below (the period of such effectiveness is referred to as the “Term”).

2.2. Expiration or Termination. Unless earlier terminated in accordance with the following sentence, this Agreement will expire without action by either party at 11:59 p.m. ET on December 31, 2004 or such later date as mutually agreed to by the parties. Subject to Section 2.4 below, either party may terminate this agreement for any or no reason effective upon providing written notice to the other party of such termination.

2.3. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, (a) the Board shall promptly return to DIMS all copies of the Software in its control; (b) each party shall return to the other party all copies of the other party’s Confidential
Information in such party’s control and (c) Sections 5 and 6 of this Agreement will survive in accordance with their respective terms.

2.4. **Extension Option.** If DIMS notifies the Board, before the results of the November 2004 election have been certified, that it intends to terminate this Agreement for convenience under Section 2.2, then the Board may elect, by giving written notice to DIMS within five calendar days thereafter, to extend the Term through certification of the November 2004 election. The Board’s right to extend the Term under this Section, and the continued effectiveness of the license granted in Section 1, is conditioned on the Board’s continued compliance with its obligations under this Agreement. For the avoidance of doubt, an extension of the Term under this Section does not derogate from the exclusions and disclaimers set forth herein, including without limitation in Sections 3 and 4.

3. **Limited Scope of Agreement**

   **No Monetary Payment.** DIMS is providing the Software solely in consideration of the County’s undertakings set forth in this Agreement. DIMS acknowledges and agrees that DIMS is not entitled to payment of any amounts for the County’s use of the Software in accordance with the licenses granted under this Agreement.

   **No Other Obligations.** DIMS acknowledges that neither its provision of the Software to the Board nor its performance of any related services gives rise to any express or implied obligation on the part of the Board other than those specifically set forth in this Agreement. The Board acknowledges that neither its receipt of the Software from DIMS nor its use of the Software or receipt of any related services gives rise to any express or implied obligation on the part of DIMS other than those specifically set forth in this Agreement.

   **No Obligation to Enter Into Subsequent Contract.** Without limiting the generality of the foregoing, each party acknowledges that the other party has no express or implied obligation to negotiate or enter into a subsequent contract with the other party.

4. **Disclaimer.** THE SOFTWARE, AND ANY SERVICES PERFORMED IN CONNECTION WITH PROVISION OF THE SOFTWARE, ARE PROVIDED “AS IS.” NEITHER PARTY, NOR ANY OF SUCH PARTY’S AFFILIATED COMPANIES, EMPLOYEES OR AGENTS, MAKES OR IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS TO THE OTHER PARTY, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, DIMS EXPRESSLY DISCLAIMS ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE. EACH PARTY DISCLAIMS ANY WARRANTIES BASED ON A COURSE OF DEALING, A COURSE OF PERFORMANCE OR TRADE PRACTICE. EACH PARTY ACKNOWLEDGES THAT THESE DISCLAIMERS ARE ESSENTIAL INDUCEMENTS FOR THE OTHER PARTY, WITHOUT WHICH THE OTHER PARTY WOULD NOT ENTER INTO THIS AGREEMENT.

5. **Confidential Information**

   5.1. **Obligations.** A party ("Recipient") receiving Confidential Information (as defined below) of the other party (the "Discloser") may not use the Discloser’s Confidential
Information other than to perform obligations or exercise rights expressly set forth in this Agreement and (b) may not disclose that Confidential Information to anyone other than employees and subcontractors bound by written confidentiality obligations at least as protective as those of this Agreement. Neither party has any express or implied obligation to disclose any of its Confidential Information to the other party.

5.2. "Confidential Information" means information conspicuously marked as confidential information of the Discloser. Even if not marked confidential, (a) the Board's Confidential Information includes all research, statistical, identifying or other data and information regarding citizens of Cuyahoga County, Ohio, and (b) DIMS' Confidential Information includes the Software and its configuration and any pricing information DIMS may provide to the Board.

5.3. Exceptions. This Section does not apply to information (a) after it has become publicly known other than through an act or omission in breach of this Agreement, (b) that, when disclosed, is in the Recipient’s possession without breach of any legal obligation, (c) that the Recipient receives from a third party without the third party’s breach of any legal obligation, (d) that the Recipient develops without the use of the Discloser’s Confidential Information, or (e) that the Recipient discloses to comply with applicable law or governmental order, provided the Discloser is given the opportunity, within the law, to contest or limit such disclosure.

5.4. Equitable Relief. Each party acknowledges that its breach of this Section 5 may cause the other party substantial and irreparable harm, for which the other party would be entitled to equitable relief in addition to any available legal remedies. Each party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

6. Limitation of Liability. DIMS will not be liable to the Board under any cause of action or theory of liability for any direct, special, indirect, incidental, punitive or consequential damages (including loss of use or data) arising out of or in connection with this Agreement, even if DIMS has been advised of the possibility of such damages. The Board’s sole remedy for any Software deficiency or alleged breach of this Agreement will be to terminate the Agreement under Section 2.2. The Board acknowledges that these limitations and exclusions (a) apply notwithstanding any failure of essential purpose of the limited remedies available hereunder and (b) are essential inducements for DIMS, without which DIMS would not enter into this Agreement.

7. Miscellaneous

7.1. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without prior written consent from the other party. Any attempted assignment without such consent is null and void.

7.2. Compliance with Law, Severability, Waiver. The parties shall comply with all applicable laws in exercising their respective rights under this Agreement. If any term of this Agreement is held to be unenforceable, the remainder of this Agreement will be enforced to the full extent permitted by law. A party's waiver of a breach of this Agreement will not operate as a waiver of any other or subsequent breach.
7.3. **Governing Law.** This Agreement will be construed under the laws of the State of Ohio, and the courts of Cuyahoga County, Ohio have non-exclusive jurisdiction for all actions to enforce this Agreement.

7.4. **Notices.** All notices required under this Agreement will be sent by registered mail, certified mail or other delivery means for which receipt can be verified. Notice will be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the applicable address set forth below. Either party may change such address by notice to the other party in compliance with this Section 7.4.

If to DIMS:

Data Information Management Systems, Inc.
3001 Douglas Blvd., Suite #300
Roseville, CA 95661
Attn: Mr. John Hice

With copies to:

Diebold, Incorporated
5995 Mayfair Road
North Canton, OH 44270
Attn: Vice President and General Counsel

If to the Board:

The Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, OH 44115
Attn: Director

With a copy to:

Benesch, Friedlander, Coplan & Aronoff LLP
2300 BP Tower, 200 Public Square
Cleveland, OH 44114
Attn: Jeffrey Jones, Esq.

And to:

Diebold Election Systems, Inc.
1611 Wilmeth Rd
McKinney, TX 75069-8250
Attn: Corporate Counsel

7.5. **Interpretation.** This Agreement constitutes the complete and final expression of the parties' agreement regarding its subject matter and supersedes all prior or contemporaneous actions, communications or agreements (written or oral) relating to subject matter. No amendment of this Agreement is valid unless in writing and signed by the duly authorized representatives of both parties. Headings are included for convenience and will be ignored in interpreting this Agreement.
DATA INFORMATION MANAGEMENT SYSTEMS, INC.

By: [Signature]
Name: John R Hice
Title: Vice Pres/General Mgr.

THE CUYAHOGA COUNTY BOARD OF ELECTIONS

By: [Signature]
Name: Gwendolyn Dillingham
Title: Deputy Director
LIMITED LICENSE AMENDMENT NO. 1

This Limited License Amendment No. 1 ("Amendment"), dated as of December 22, 2004 ("Amendment Date"), amends that certain Voter Registration System Limited License ("Agreement") dated as of July 22, 2004 by and between the Cuyahoga County Board of Elections and Data Information Management Systems, Inc., a California corporation. Capitalized terms used and not defined in this Amendment have the respective meanings ascribed to them in the Agreement.

1. **Extension of Term.** For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree that Section 2 of the Agreement is, effective as of the Amendment Date, deleted in its entirety and replaced with the following:

   "2. **Term and Termination**

   "2.1 **Term.** This Agreement is effective on the Effective Date, and continues in effect until this Agreement is terminated or expires as provide in Section 2.2 below (the period of such effectiveness is referred to as the "Term").

   "2.2 **Expiration or Termination.** Unless earlier terminated in accordance with the following sentence, this Agreement will expire without action by either party at 11:59 p.m. ET on June 30, 2005. Either party may terminate this Agreement for any or no reason effective upon providing written notice to the other party of such termination.

   "2.3 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, (a) the Board shall promptly return to DIMS all copies of the Software in its control; (b) each party shall return to the other party all copies of the other party's Confidential Information in such party's control and (c) Sections 5 and 6 of this Agreement will survive in accordance with their respective terms."

2. **General.** This Amendment may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. A facsimile signature on behalf of either party will be deemed original and binding on such party.

DATA INFORMATION MANAGEMENT SYSTEMS, INC.

By: [Signature]
Name: Dave McDonald
Title: Manager

THE CUYAHOGA COUNTY BOARD OF ELECTIONS

By: [Signature]
Name: [Signature]
Title: Director
LIMITED LICENSE AMENDMENT NO. 2

This Limited License Amendment No. 2 ("Amendment"), dated as of June 30, 2005 ("Amendment Date"), amends that certain Voter Registration System Limited License ("Agreement") dated as of July 1, 2004 by and between the Cuyahoga County Board of Elections and Data Information Management Systems, Inc., a California corporation. Capitalized terms used and not defined in this Amendment have the respective meanings ascribed to them in the Agreement.

1. Extension of Term. For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree that Section 2 of the Agreement is, effective as of the Amendment Date, deleted in its entirety and replaced with the following:

   "2. Term and Termination

   "2.1 Term. This Agreement is effective on the Effective Date, and continues in effect until this Agreement is terminated or expires as provided in Section 2.2 below (the period of such effectiveness is referred to as the ‘Term’).

   "2.2 Expiration or Termination. Unless earlier terminated in accordance with the following sentence, this Agreement will expire without action by either party at 11:59 p.m. ET on July 31, 2005. Either party may terminate this Agreement for any or no reason effective upon providing written notice to the other party of such termination.

   "2.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, (a) the Board shall promptly return to DIMS all copies of the Software in its control; (b) each party shall return to the other party all copies of the other party’s Confidential Information in such party’s control and (c) Sections 5 and 6 of this Agreement will survive in accordance with their respective terms.”

2. General. This Amendment may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. A facsimile signature on behalf of either party will be deemed original and binding on such party.

DATA INFORMATION MANAGEMENT SYSTEMS, INC.

By: Thomas W. Swidarski
Name: Thomas W. Swidarski
Title: President, Diebold Election Systems, Inc.

THE CUYAHOGA COUNTY BOARD OF ELECTIONS

By: Gwendolyn Dillingham
Name: Gwendolyn Dillingham
Title: Deputy Director
EXHIBIT E
AMENDMENT NO. 1
TO SECRETARY OF STATE CONTRACT NUMBER 217 (the "Contract")
BETWEEN
THE OFFICE OF THE OHIO SECRETARY OF STATE ("SECRETARY")
AND
DIEBOLD ELECTION SYSTEMS, INC. ("VENDOR")

WHEREAS, on July 16, 2004 Secretary and Vendor entered into a Contract (SOS Contract No. 217, hereafter the Contract) for the purpose of providing voting systems in compliance with the Help America Vote Act (HAVA);

WHEREAS, Secretary and Vendor, pursuant to Article XVI of the Contract, hereby enter into this Amendment to modify the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. The Contract is amended to add the following definition for Voter Verified Paper Audit Trail (VVPAT) as §2.30 of the Contract and renumber the existing definitions for Voting System, Voting Unit, and VWD Unit as §§2.31, 2.32 and 2.33 respectively.

   2.30 Voter Verified Paper Audit Trail means a physical paper printout on which the voter’s ballot choices, as registered by a direct recording electronic voting machine, are recorded. The voter shall be permitted to visually or audibly inspect the contents of the physical paper printout. The physical paper printout shall be securely retained at the polling place until the close of the polls on the day of the election. After the physical paper printout is produced, but before the voter’s ballot is recorded, the voter shall have the opportunity to accept or reject the contents of the printout as matching the voter’s ballot choices. If a voter rejects the contents of the physical paper printout, the system that produces the voter verified paper audit trail shall invalidate the printout and permit the voter to recast the voter’s ballot. Any system that produces a voter verified paper audit trail shall be accessible to disabled voters, including visually impaired voters, in the same manner as the direct recording electronic voting machine the produces it.

2. The Contract is amended to modify §3.05 which shall now read as follows:

   3.05 During the term of this Contract, including any renewals or extensions hereof, Vendor will provide the Voting Systems to the Secretary and the Counties as a most favored customer ("MFC"). "MFC" means a customer(s) of Vendor who receives pricing terms that are at least as favorable as those received by any other customers except the federal government. To make the determination as to whether or not the Secretary and the Counties are MFCs the Total Cost of Ownership of the Voting Systems is to be compared. In the event that Vendor provides for an itemized cost in Schedule B for specific components and only a component is purchased, then that itemized cost of the component shall be the
basis for comparison of a purchase of a component. However, if a component is
dependent upon other components to cast or tally a vote the formula used in
schedule B to derive the total cost of ownership must be utilized to derive the cost
of the component(s). For example, if a DRE is dependent upon another
component to cast or tally a vote, and the County is only purchasing a DRE, then
the other component shall be built into, on a prorated basis, in the price of the
DRE. For items not itemized in Schedule B, Vendor shall provide Secretary and
Counties MFC pricing. For the period between the effective date of this Contract
and the date after the first Federal election, the Secretary and Counties may only
examine pricing within a 60-day period before and after the proposed purchase.
MFC status is to be afforded to the Secretary and the Counties regardless of the
quantities of Voting Systems or Voting Unit purchased by the Secretary or
Counties. If Vendor offers during the term of this Agreement any of its other
customers except the federal government pricing terms that are more favorable
than the pricing terms of this Agreement, the more favorable pricing terms offered
to such other customers will apply to all purchases thereafter under this
Agreement.

3. The Contract is amended to add §3.08 which shall read as follows:

3.08 In order to provide and deploy approved voting systems in Ohio, all
certification requirements set out in Schedule A of the Contract must have been
met by May 13, 2005. This deadline shall apply to all vendors who provide and
deploy voting systems pursuant to HAVA.

4. The Contract is amended to modify the first paragraph of §4.04, however all subsections
thereof shall remain unchanged. §4.04 shall now read as follows:

4.04 Secretary shall be obligated to pay Vendor 65% of the Total Cost of
Ownership fee for the voting systems delivered to the applicable County as
described in Schedule B upon acceptance by the Secretary and County. Secretary
and County, with assistance from the Vendor, will follow the acceptance criteria
and procedure described below. All references to voting systems shall incorporate
by reference a VVPAT as the same is defined herein and in §2.30 of the Contract.
In the event acceptance is not achieved under §4.04(a) and (b) of the Contract, use
of the Voting System in an election shall constitute acceptance.

5. The Contract is amended to modify §7.01(b) which shall now read as follows:

7.01(b) In no event shall the total cost to the Secretary under this contract for
goods delivered and services performed as detailed in Article II exceed ONE
HUNDRED FIFTEEN MILLION SEVEN HUNDRED THIRTEEN
THOUSAND NINE HUNDRED DOLLARS AND 00/100 ($115,713,900), which
is the Total Cost of Ownership set forth in Schedule B.

6. The Contract is amended to modify §8.02 which shall now read as follows:

8.02 The performance bond shall be in an amount of 150% of the fee paid and
owing for supplying the DRE Voting System to a particular County and 100% of
the fee paid and owing for supplying the PCOS Voting System to a particular
County. The Vendor must procure the performance bond upon acceptance of the
Voting Unit by Secretary and County. In order to receive payment as outlined in
Section 4.04, Vendor must attach a copy of the performance bond for that County with its invoice.

7. The Contract is amended to modify Schedule A by adding §21. DRE Required Components which shall read as follows:

21. DRE Required Components

The DRE shipment includes:

- One (1) Touch Screen – TSX
- One (1) AVPM
- One (1) ADA kit per polling location
- One (1) memory card
- Minimum of One (1) Optical Scan Absentee Voting Reader per county (See Addendum A for actual per county figures.)
- Three (3) encoders per precinct
- Ten (10) voter cards per precinct
- Two (2) supervisor cards per precinct
- One (1) GEMS server per county

8. Schedule A is further amended by adding §22. Voter Verified Paper Audit Trail (VVPAT) which shall read as follows:

§22. Voter Verified Paper Audit Trail (VVPAT). All references in the Contract to DRE, except as set out in §2.13, shall be understood to include reference to a VVPAT device as the same is now defined herein as §2.30 of the Contract. All DRE voting devices purchased and deployed in Ohio shall be required to also have a VVPAT attached to said DRE at a ratio of one VVPAT for every DRE (1:1).

9. The Contract is amended to replace Schedule B, dated 1/30/04, with a new attached Schedule B dated as of the date of this Amendment.

10. The parties hereby acknowledge and agree that the fully encumbered price for DRE required components as set out in paragraph 7 above is Two Thousand Seven Hundred Dollars and 00/100 ($2700.00). For the avoidance of doubt (a) Vendor may not charge additional amounts for the DRE required items in paragraph 7 that are within the limits stated in that paragraph (e.g., no charge for ADA kits up to one per polling location), (b) the fully encumbered price will also apply to any purchases of additional DRE units with county funds, (c) if counties purchase additional DRE units without additional DRE required items, the fully encumbered price will not be reduced, and (d) if counties purchase additional DRE required items beyond the limits stated in paragraph 7 (e.g., ADA kits beyond one per polling location) the additional per-unit charges in Schedule B will apply. The pricing of any products and services requested by counties that are not identified in Schedule B will not affect the analysis of whether MFC pricing has been provided for items identified in Schedule B.

11. The Contract is amended to modify Schedule C by replacing §8 Unit Quantity Requirements which shall now read as follows:
§8 Unit Quantity Requirements. The Secretary has determined that the purchase
of one DRE with a VVPAT voting unit for every 175 registered voters in the state
is appropriate for this Contract. For Counties choosing to use PCOS as their
primary Voting System, the Secretary has determined that the purchase of no
more than one PCOS device for every precinct in the County is appropriate for
this Contract. At least one optical scan absentee ballot voting unit may be
purchased in appropriate quantities for every County that must change from
punch card absentee voting. There will also be a license obtained for any
software associated with any of these Voting Systems.

12. Schedule C is further amended by revising the first paragraph of §7 therein to now read as
follows:

Within thirty (30) days after the Secretary’s issuance of the final Purchase Order,
provide a written final training program and an implementation schedule for poll
workers and elections officials.

13. Schedule C is further amended by revising the third paragraph of §9 therein to now read as
follows:

For the period covered by the warranty, the Vendor must develop a complaint
resolution tracking process that will be submitted for the Secretary’s Project
Manager’s approval within twenty (20) working days after the Secretary’s
issuance of the final Purchase Order.

14. Wherever provisions of this Amendment No. 1 conflict with any provisions in the Contract,
the provisions of Amendment No. 1 shall prevail.

15. This amendment is effective from the date of signing through the remaining term of the
Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on
the date shown below by their respective duly authorized representatives.

SECRETARY:
By: Monty Lobb
Title: Assistant Secretary of State
Date: 6-8-05

Diebold Election Systems, Inc.:  
By: Thomas Swidarski
Title: President
Date: 5/19/05

85-0394190  
FEDERAL TAX ID NUMBER
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<tr>
<td><strong>EMS (5)</strong></td>
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<tr>
<td>Software w/5yr license and AVPM</td>
<td>42,857</td>
<td>$75.00</td>
<td>per unit</td>
<td>$3,214,275</td>
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<td>License YR3</td>
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<td>$75.00</td>
<td>per unit</td>
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<td>per unit</td>
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<td>$3,214,275</td>
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<td>$75.00</td>
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<td>Unpacking &amp; Removal of packaging</td>
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<tr>
<td>Configuration (Hardware)</td>
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## Statewide Voting Systems Project

### Diebold

#### Total Cost of Ownership

**SCHEDULE B**

### Training (Through May 2006 Election)

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<th>Item</th>
<th>Quantity</th>
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<th>Unit Cost</th>
<th>Person Cost</th>
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</tr>
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<tr>
<td>Election Officials (6)</td>
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<td>Poll Workers (21)</td>
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<td>Voter Education Assistance (pro data by # precincts in County) (6)</td>
<td>1,000</td>
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<td>hour</td>
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<td><strong>Total Training</strong></td>
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### Support (Through May 2006 Election)

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<td>Online Support Costs (9)</td>
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<td>Help Desk</td>
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<td></td>
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<td>$115,713,900</td>
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</table>

The following assumptions were used to derive the Total Cost of Ownership:

1. The total estimate of DRE & AOA Units for the whole state of Ohio is 42,857 units.
2. At this time we do not know how many Optical Scanners will be required, so we have set this at 0. After the Counties have chosen their choice of equipment this quantity will be updated and multiplied by the unit cost to calculate total price to the State.
3. These estimates are based on the data in Addendum A.
4. [INTENTIONALLY OMITTED]
5. Quantity based upon total DRE+AOA requirements.
6. The SOS estimates that there are a total of 250 election officials in Ohio to be trained.
7. The SOS estimates that there are a total of 48,000 poll workers in Ohio to be trained.
8. The SOS has used an initial estimate of 1,000 hours of assistance with voter education.
9. Services quoted are for full election support through the May 2006 election.
10. Total Unit Cost of Ownership is calculated by taking the Total estimated cost and dividing by the total estimated quantity of DRE / AOA.

The vendor agreed to the following contract terms:

A. The unit prices are valid regardless of the number of Counties that the vendor is chosen to supply. It is understood that the quantities will change after the Counties have made their choices.
B. The base year shall be the last year of this agreement as it applies to each of the above cost items. The escalation of all such costs after the last year of this agreement will be capped at the lesser of the prevailing increase of the CPI or 5%.
C. All license and maintenance costs are capped at the lesser of the prevailing increase of the CPI or 5% after the 10th year of this Agreement.
D. Diebold must service any County that selects them.
E. [INTENTIONALLY OMITTED]
F. Server costs are included in the above pricing.
G. [INTENTIONALLY OMITTED]
H. There are no additional costs to provide the equipment and services stated in the RFP and specifications to the State of Ohio.
I. Diebold shall immediately submit for certification in the State of Ohio any software releases for its election systems submitted for certification in any other state. Ohio shall have the right to utilize the latest version of any of Diebold’s software that has received certification in any other state at no additional cost beyond the annual maintenance fees set forth in this Schedule B.

### UNIT PRICING OF ADDITIONAL ITEMS OVER PER-COUNTY LIMITS

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<thead>
<tr>
<th>Item</th>
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<th>Per-Unit Price</th>
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<tr>
<td>Precinct Voter Card Encoder</td>
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<td>Supervisor cards</td>
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<tr>
<td>PC/MCA Memory Cards (128MB)</td>
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<tr>
<td>VIBS Kits</td>
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Page B-2
## RENEWAL FEES

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<td>Maintenance YR7</td>
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<td>Maintenance YR10</td>
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</tr>
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<tr>
<td>Maintenance &amp; License YR9</td>
<td>OS Unit</td>
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Addendum A
Absentee System Configuration by County

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1 Standard-Speed Scanner Configuration

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EXHIBIT F
Schedule G – Voting Systems Purchase Order
State of Ohio – Statewide Voting Systems Project

Completion of this form signifies the intent to purchase the voting systems listed below.

Note: Refer to the related Implementation Schedule (Schedule B) for implementation dates.

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<th>E05-5407-18</th>
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</thead>
<tbody>
<tr>
<td>Contract No.</td>
<td>217</td>
</tr>
<tr>
<td>Vendor:</td>
<td>DIEBOLD</td>
</tr>
<tr>
<td>County:</td>
<td>CUYAHOGA COUNTY BOARD OF ELECTIONS</td>
</tr>
<tr>
<td>Delivery Address 1:</td>
<td>2921 Euclid Ave. Cleveland, OH 44115-2497</td>
</tr>
<tr>
<td>Delivery Address 2:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Michael Vos</td>
</tr>
<tr>
<td>Phone:</td>
<td>216-443-3200</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Cuyahoga@reo.ohio.gov">Cuyahoga@reo.ohio.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>2921 Euclid Ave. Cleveland, OH 44115-2497</td>
</tr>
<tr>
<td>Delivery Restriction:</td>
<td>None</td>
</tr>
<tr>
<td>Date/Time:</td>
<td></td>
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</tbody>
</table>

### Voting Units

<table>
<thead>
<tr>
<th>No. of Items</th>
<th>Equipment Type</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,407</td>
<td>Touch Screen TSX</td>
<td>$2,700.00</td>
<td>$14,598,500.00</td>
</tr>
<tr>
<td>1,407</td>
<td>AVFM</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>184</td>
<td>ADA kit</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>3407</td>
<td>Memory card</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>5</td>
<td>High Speed Optical Scan Absentee Voting Reader</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>4,308</td>
<td>Encoders</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>143,500</td>
<td>Voter cards</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>2,172</td>
<td>Supervisor cards</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
<tr>
<td>1</td>
<td>GEMS server</td>
<td>Included in TSX price</td>
<td>Included in TSX price</td>
</tr>
</tbody>
</table>

Note: unit costs include all items specified in Schedule B of contract

\[ $14,351,906.00 \]

### Authorized Signatures

Signature: 

Name: Judith Grady
Title: Director of Election Reform
Date: Nov. 15, 2005
County Authorization for Purchase

The County agrees to be bound by all of the terms of the Voting Systems Agreement.

Authorized
Signature:

Name: Michael H
Title: Deputy Director
Date: 11/1/05

Gwendolyn Dillingham
Deputy Director
11/1/05

Sally D. Fleckinger
Board Member
11/1/05

Edward C. Chesterman Jr
Board Member
11/1/05

Jane K. Hargreaves
Board Member
11/1/05

Pat A. Bennett
Chairman of Board
11/1/05
CONTRACT
(General.)
(Rev. Code, Sec. 435.3-11.)

For the Sole Source Delivery of 115 AVTSx Carts

THIS AGREEMENT, made and entered into on this 14th day of February, 2004, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party" and Diebold Election Systems, Inc., of 1253 Allen Station Parkway, Allen, Texas 75012, hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of Three Hundred and Sixty-Seven Thousand, Nine Hundred and Fifty Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to deliver one thousand, one hundred and fifteen (1,115) AVTSx carts that can accommodate six (6) TSx units and six (6) VVPAT units, in accordance with specifications for the same, hereto attached;

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 14th day of April, 2004.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Three Hundred Sixty-Seven Thousand, Nine Hundred and Fifty Dollars ($367,950.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of Not Applicable Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS
of Cuyahoga County, Ohio.

By: [Signature]
Robert T. Bennett, Chairman.

L. Michael Vu
"First Party."

Title: [Signature]
Contractor—"Second Party."

[Handwritten note: Second Party agrees that the Second Party shall have no liability for any delay beyond the April 14, 2004 due date of this contract.]

Signed in Duplicate in Presence of:

[Signatures]
EXHIBIT H
PERFORMANCE BOND

Bond No. 82039054/14037906

Amount $21,898,350.00

Know All Men By These Presents,

That we Diebold Election Systems, Inc. (hereinafter called the Principal), as Principal, Federal Insurance Company and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of Indiana/Massachusetts, (hereinafter called the Surety), as Surety, are held and firmly bound unto State of Ohio, Secretary of State
c/o Cuyahoga County Board of Elections
180 East Broad Street, 16th Flr.
Columbus, OH 43215

(hereinafter called the Obligee), in the sum of Twenty One Million Eight Hundred Ninety Eight Thousand Three Hundred Fifty and no/100's Dollars ($21,898,350.00 ----), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of March, 2006.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated November 15, 2005 for Contract No. 217, P.O. Number E05-5407-18, Cuyahoga County Board of Elections

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT TO THE CONTRARY, THE LIABILITY OF THE PRINCIPAL AND THE SURETY UNDER THIS BOND IS LIMITED TO THE TERM OF THE CONTRACT FROM NOVEMBER 15, 2005 TO FEBRUARY 6, 2007. ANY EXTENSIONS OR RENEWALS OF THIS BOND MUST BE CONSENTED TO IN WRITING BY THE PRINCIPAL AND THE SURETY. FAILURE TO EXTEND OR RENEW THIS BOND BY THE PRINCIPAL AND THE SURETY SHALL NOT CONSTITUTE A DEFAULT UNDER THIS BOND.
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Diebold Election Systems, Inc.

By:  

[Signature]

W. D. Battinger, V.P. and Secretary
FEDERAL INSURANCE COMPANY and
LIBERTY MUTUAL INSURANCE COMPANY

By:  

[Signature]

Alice V. Halter, Attorney-in-Fact
Knew All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do hereby constitute and appoint Thomas J. McCormick II and Kimberly G. Sherrod of Columbus, Ohio and Stella A. Adams, Alice V. Halter and Margaret A. Smith of Cleveland, Ohio as their true and lawful Attorney-in-Fact to execute under such designation in their names and to offer their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of December, 2004.

Kenneth C. Wendel, Assistant Secretary

T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY
County of Somerset

On this 16th day of December, 2004, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereby affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent’s presence.

Notarial Seal

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the ‘Companies’) do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigidant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, N.J this March 1, 2006

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3566 e-mail: surety@chubb.com

Form 15-10-0225B-U (Ed. 5-03) CONSENT
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

ALICE V. HALTER AND MARGARET A. SMITH OF THE CITY OF CLEVELAND AND STELLA A. ADAMS OF THE CITY OF CINCINNATI, STATE OF OHIO

...each individually, if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SIXTY MILLION AND 00/100 DOLLARS ($ 60,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella, Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of March, 2006.

By David M. Carey, Assistant Secretary

1
EXHIBIT I
CONTRACT
(General.)

A Sole Source Agreement with Diebold Election Systems, Inc. (DESI) for Election Systems Ancillary Equipment.

THIS AGREEMENT, made and entered into on this 3rd day of April, 2006, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party" and...Diebold Election Systems, Inc. (DESI)...

of...1253 Allen Stallion Parkway, Allen, Texas 75002 hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of Seven Hundred Five Thousand, Three Hundred Forty-five dollars and ninety cents...Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to...see attached list...in accordance with specifications for the same, hereto attached...as furnished to you by the..."First Party" herein.

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 13th day of April, 2006.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Seven Hundred Five Thousand, Three Hundred Forty-five dollars, 90/100...

Dollars ($705,345.90...), when the aforesaid materials shall have all been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of...not applicable...Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".

Witnese our hands, the day and year first above written.

THE BOARD OF ELECTIONS
of Cuyahoga County, Ohio.

Signed in Duplicate in Presence of:

By: [Signature]
Robert H. Bennett
Chairman.

[Signature]
Director, "First Party."

[Signature]
Contractor—"Second Party."
<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Number</th>
<th>Quantity</th>
<th>Cost per item</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 TSX batteries</td>
<td>GS-651211-1000</td>
<td>25</td>
<td>$50.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>2 Privacy Shields</td>
<td>GS-663114-4008</td>
<td>600</td>
<td>$25.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>3 AVPM-TSX (security canister)</td>
<td>GS-521431-1000</td>
<td>2704</td>
<td>$12.50</td>
<td>$33,800.00</td>
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<tr>
<td>4 Security Canister Supply - Spindle</td>
<td>GS-521432-1000</td>
<td>2704</td>
<td>$1.60</td>
<td>$4,326.40</td>
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<tr>
<td>5 VIBS Kit - keypad</td>
<td>GS-312312-1000</td>
<td>584</td>
<td>$312.00</td>
<td>$182,208.00</td>
</tr>
<tr>
<td>6 VIBS Kit - headphones</td>
<td>GS-144111-2000</td>
<td>584</td>
<td>$3.00</td>
<td>$1,752.00</td>
</tr>
<tr>
<td>7 AccuVote-TS/TSX paper rolls</td>
<td>GS-625121-100A</td>
<td>15,000</td>
<td>$1.50</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>8 Memory cards (optical scan)</td>
<td>GS-641131-1R20</td>
<td>25</td>
<td>$250.00</td>
<td>$6,250.00</td>
</tr>
<tr>
<td>9 AccuVote-TS/TSX memory card</td>
<td>GS-642211-3000</td>
<td>2704</td>
<td>$155.00</td>
<td>$419,120.00</td>
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<tr>
<td>10 Voter Access Card - &quot;Smart&quot;</td>
<td>GS-642112-3VCG</td>
<td>5407</td>
<td>$3.50</td>
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<td>11 Supervisor Cards</td>
<td>GS-642112-3SCG</td>
<td>50</td>
<td>$4.00</td>
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<td>GS-621511-1000</td>
<td>25/pack</td>
<td>$15.00/pack</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

Total: $705,348.90
EXHIBIT J
This Limited License Amendment No. 3 ("Amendment"), dated as of the date of the final execution signature ("Amendment Date"), amends that certain Voter Registration System Limited License ("Agreement") dated as of July 13, 2004 by and between the Cuyahoga County Board of Elections and Data Information Management Systems, Inc., a California corporation. Capitalized terms used and not defined in this Amendment have the respective meanings ascribed to them in the Agreement.

The parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

---

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>DATA INFORMATION MANAGEMENT SYSTEMS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addresses For Notices and Billing: The Cuyahoga County Board of Elections 2925 Euclid Avenue Cleveland, OH 44115</td>
<td>P.O. Box 1019 Allen, TX 75013 Overnight Deliveries: 1253 Allen Station Pkwy Allen, TX 7502 Attn: Contracts Department</td>
</tr>
<tr>
<td>Contacts: L. Michael Vu, Director</td>
<td>Yolanda Hawkins, Contracts Manager Barry Herron, Director of Sales</td>
</tr>
<tr>
<td>Phone: 216/443-3200 //</td>
<td>469/675-8990 // 913/488-5446</td>
</tr>
<tr>
<td>Fax: 216/443-6833</td>
<td>214/383-1596 //</td>
</tr>
<tr>
<td>Email: <a href="mailto:bempv@cuyahogacounty.us">bempv@cuyahogacounty.us</a></td>
<td><a href="mailto:yhawkins@dieboldes.com">yhawkins@dieboldes.com</a> <a href="mailto:herronb@dieboldes.com">herronb@dieboldes.com</a></td>
</tr>
</tbody>
</table>

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Cuyahoga County Board of Elections Data Information Management Systems, Inc. Page 1 of 2 Limited License Amendment No. 3 February 20, 2006
RECITALS

1. Extension of Term. For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree that Section 2 of the Agreement is, effective as of the Amendment Date, deleted in its entirety and replaced with the following:

"2. Term and Termination

"2.1 Term. This Agreement is effective on the Effective Date, and as of the date of final execution of this Amendment, the Term shall be deemed extended on a month to month basis thereafter subject however to earlier termination pursuant to Section 2.2 hereof (the "Term").

"2.2 Expiration or Termination. Notwithstanding the provisions of Section 2.1 provided above, either party may terminate this Agreement for any or no reason effective upon providing thirty (30) days in advance written notice to the other party.

"2.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, (a) the Board shall promptly return to DIMS all copies of the Software in its control; (b) each party shall return to the other party all copies of the other party's Confidential Information in such party's control and (c) Sections 5 and 6 of this Agreement will survive in accordance with their respective terms."

2. Payment. For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree that Section 3 of the Agreement is, effective as of the Amendment Date, deleted with respect to indicating "No Monetary Payment" and is replaced with the following:

"3. Limited Scope of Agreement

Payment. DIMS is providing the Software and County and DIMS agree that DIMS is entitled to receipt payment of $45,000.00 not to exceed $15,000.00 per month for County's use of the Software in accordance with the licenses granted under this Agreement.

3. General. This Amendment may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. A facsimile signature on behalf of either party will be deemed original and binding on such party.

*The $45,000.00 payment by the Board of Elections will be credited toward the final Agreement."
EXHIBIT K
CONTRACT  
(General.)  
Gov't Code, Sec. 3546.44. 

For a Sole Source Agreement for Diebold Election Systems, Inc. (DES) for a Level 2/3 Support Specialist,  

THIS AGREEMENT, made and entered into on this 23rd day of August 2006, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party" and Diebold Election Systems, Inc (DES) hereinafter designated as "Second Party".  

WITNESSETH, that said "Second Party", for and in consideration of the sum of Forty-Seven Thousand, Two Hundred and Fifty Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to provide part time support to the "First Party" for GEMS related technical questions and issues at an hourly rate of $157.50 for an estimated 300 hours, in accordance with specifications for the same, hereto attached, see attachment which specifications are hereby declared to be a part of this contract.  

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 8th day of December 2006.  

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Forty-Seven Thousand, Two Hundred and Fifty Dollars ($47,250.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.  

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of N/A Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".  

Witness our hands, the day and year first above written.  

THE BOARD OF ELECTIONS  

of Cuyahoga County, Ohio.  

[Signature]  

Chairman.  

[Signature]  

Director. "First Party."  

[Signature]  

"Second Party."  

[Signature]  

Approved as to Legal Contractor—"Second Party."  

[Signature]  

Date  

[Signature]  

Signed in Duplicate in Presence of:
August 11, 2006

Cuyahoga County Board of Elections  
Attn: Michael Vu, Director  
2925 Euclid Avenue  
Cleveland, Ohio 44115  
Facsimile: (216) 443-6633

Mr. Vu

Diebold Election Systems, Inc. (DESI) to its knowledge represents that DESI associate Chris Bellis (or other comparable DESI support associate) serving in the capacity as Level 2/3 Support Specialist is the sole source possessing expertise as to provide part time support to the County for GEMS related questions or issue. Responsibilities would include documentation and managing the resolution of GEMS related technical questions and issues. The presence on site of a DESI Level 2/3 Support Specialist will more readily assist the County in achieving smooth elections.

Please do not hesitate to contact me if you have any questions or would like to discuss any matter further. Thank you for your assistance.

Best Regards,  
Diebold Election Systems, Inc

Charles R. Owen  
Division Counsel  
Diebold Election Systems, Inc.  
Extension 1108

YH

State of Texas  
County of Collin

Before me, Marie T. Covington, on this day personally appeared Charles R. Owen, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 114th day of August, 2006

Marie T. Covington  
Notary in and for the State of Texas

(NOTARY SEAL)
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Additional Election Support
Time Period is from 8-14-06 to 12-8-06
Actual Hours worked will be billed to customers, above are estimates.
Expenses are not included in the estimate and will be billed to the County at cost.

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Services 205,920.00
Items 0.00
Subtotal 205,920.00
Less Discount 0.00
Less Tax 0.00
Net Tax 0.00

Prices quoted are valid for 90 days

---

All sales are subject to Diebold Election Systems, Inc. (Allen)'s Terms and Conditions of Sale Service and Technical Support (Terms and Conditions), copies of which are available on http://www.dieboldes.com or on request.

By signing this Quotation and submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Diebold Election Systems, Inc. (Allen)'s Terms and Conditions of Sale Service and Technical Support.
Recommendation for Additional Support
November 2006

- **Director & Product/Implementation Subject Matter Expert**
  - *Jessica Hiner* will provide support to the Board, Director and Deputy Director by providing responses to best-practice methodologies and solutions for Diebold product use. This would allow the Board decision makers to take information from County staff as well as DESI in making policy and procedure decisions.

- **Co-Project Manager**
  - *Peggy Patton* will provide support to the Board appointed Project Manager to assist with the development and maintenance of a comprehensive project plan and schedule. Responsibilities include developing the implementation plans for County policy decisions. Other focus areas include schedule coordination, issue/risk management and project management process documentation such as status reporting.

- **Level 2/3 Support Specialist**
  - *Chris Bellis* (or other comparable support associate) to provide part-time support to the County for GEMS related questions or issues. Responsibilities include documenting and managing the resolution of GEMS related technical questions and issues.

Additional Notes:

**Subject Matter Experts**
  - *Ms. Hiner* will seek advice and counsel from off-site Diebold SME’s such as elections specialist *Robert Chen* and technical architect *Jeffrey Hallmark* to assist with the determination of best practice recommendations for the Board.

**Trainers**
  - The on-site team of *Jessica Hiner, Peggy Patton* and *Chris Bellis* will be chartered to support the County election preparation process using experience to advise, counsel and guide. While the team will not do the work of the County, they are charged with transferring knowledge through mentoring County personnel where appropriate and with identifying larger training needs to the management of the County to help the County achieve the goal of self-sufficiency.
EXHIBIT L
CONTRACT

Form No. 44

For

a Sole Source Agreement for Diebold Election Systems, Inc. (DES) for a Co-Project Manager

This Agreement, made and entered into on this 22nd day of August, 2006, by and between the Board of Elections of Cuyahoga County, Ohio, hereinafter designated as "First Party" and Diebold Election Systems, Inc. (DES), hereinafter designated as "Second Party).

Witnesseth, that said "Second Party", for and in consideration of the sum of Ninety-One Thousand, Eight Hundred Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to provide support to the Board appointed Project Manager to assist with the development and maintenance of a comprehensive project plan and schedule at the hourly rate of $180.00 for an estimated 510 hours.

in accordance with specifications for the same, hereeto attached, see attachment

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 8th day of December, 2006.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Ninety-One Thousand, Eight Hundred Dollars ($91,800.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of Ninety-One Thousand, Eight Hundred Dollars ($91,800.00) for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS

of Cuyahoga County, Ohio,

By: [Signature]
Robert T. Bennett
Chairman.

By: [Signature]
Michael Vu
Director, "First Party."

Title: [Title]

Appended to Legal For Contractor—"Second Party."

Legal Department

[Date]
August 11, 2006

Cuyahoga County Board of Elections
Attn: Michael Vu, Director
2925 Euclid Avenue
Cleveland, Ohio 44115
Facsimile: (216) 443-8633

Mr. Vu

Diebold Election Systems, Inc. (DESI) to its knowledge represents that DESI associate Peggy Patton is the sole source possessing expertise as the DESI Co-Project Manager to assist with the development and maintenance of a comprehensive project plan and schedule. Responsibilities include developing the implementation plans for County policy decisions. Other focus areas will include schedule coordination, issue/risk management and project management process documentation such as status reporting. Her presence will more readily assist the County in achieving smooth elections.

Please do not hesitate to contact me if you have any questions or would like to discuss any matter further. Thank you for your assistance.

Best Regards,
Diebold Election Systems, Inc

[Signature]

Charles R. Owen
Division Counsel
Diebold Election Systems, Inc.
Extension 1108

YH

State of Texas
County of Collin

Before me, [Signature] on this day personally appeared Charles R. Owen, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of August 2006

[Signature]
Notary in and for the State of Texas

[Notary Seal]
# Quotation

**Bill To:** CUYAHOGA COUNTY ELECTION DEPT. - 11133  
2925 Euclid Avenue  
CLEVELAND, OH. 44115-2497  
US

**Site:** CUYAHOGA COUNTY ELECTION DEPT. - 0003427  
2925 Euclid Avenue  
CLEVELAND, OH. 44115-2497  
US

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**Services**  
205,925.00

**Item**  
0.00

**Subtotal**  
205,925.00

**Less Discount**  
0.00

**Less Sales Tax**  
0.00

**Price Tax**  
0.00

**Total Due [USD]**  
205,925.00

---

**Terms:** NET 30 DAYS

Prices quoted are valid for (30) days.

---

**Notes:**

- All sales are subject to Diebold Election Systems, Inc. [Allen]'s Terms and Conditions of Sale and Technical Support (Terms and Conditions), copies of which are available on http://www.dieboldes.com or on request.
- By signing the Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Diebold Election Systems, Inc. [Allen]'s Terms and Conditions of Sale and Technical Support.
Recommendation for Additional Support
November 2006

- **Director & Product/Implementation Subject Matter Expert**
  - *Jessica Hiner* will provide support to the Board, Director and Deputy Director by providing responses to best-practice methodologies and solutions for Diebold product use. This would allow the Board decision makers to take information from County staff as well as DESI in making policy and procedure decisions.

- **Co-Project Manager**
  - *Peggy Patton* will provide support to the Board appointed Project Manager to assist with the development and maintenance of a comprehensive project plan and schedule. Responsibilities include developing the implementation plans for County policy decisions. Other focus areas include schedule coordination, issue/risk management and project management process documentation such as status reporting.

- **Level 2/3 Support Specialist**
  - *Chris Bellis* (or other comparable support associate) to provide part-time support to the County for GEMS related questions or issues. Responsibilities include documenting and managing the resolution of GEMS related technical questions and issues.

Additional Notes:

**Subject Matter Experts**
- *Ms. Hiner* will seek advice and counsel from off-site Diebold SME's such as elections specialist *Robert Chen* and technical architect *Jeffrey Hallmark* to assist with the determination of best practice recommendations for the Board.

**Trainers**
- The on-site team of *Jessica Hiner, Peggy Patton* and *Chris Bellis* will be chartered to support the County election preparation process using experience to advise, counsel and guide. While the team will not do the work of the County, they are charged with transferring knowledge through mentoring County personnel where appropriate and with identifying larger training needs to the management of the County to help the County achieve the goal of self-sufficiency.
CONTRACT
(General)
Cr3: Date, Rev. 4.17.09

a sole Source Agreement for Diebold Election Systems, Inc. (DESI) Director and
Product/Implementation Subject Matter Expert.

23rd
THIS AGREEMENT, made and entered into on this day of August,
2006, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter
designated as "First Party" and Diebold Election Systems, Inc. (DESI)
hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of
Sixty-One Thousand, Two Hundred
Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the neces-
sary materials, and do all the work and labor required to provide support to the Board, Director,
and Deputy Director by providing responses to best-practice methodologies and solutions for Diebold
product use at the hourly rate of $180.00 for an estimated 340 hours.

in accordance with specifications for the same, hereto attached; see attachment

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and
labor promptly, in a good substantial and workmanlike manner, under the direction of said
"First Party", without hindrance or delay. The whole to be completed to the satisfaction and
acceptance of said "First Party" on or before the 6th day of December, 2006.

And said "First Party", for and in consideration of the true and faithful performance of
said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto
said "Second Party" said sum of Sixty-One Thousand, Two Hundred
Dollars ($61,200.00), when the aforesaid materials shall all have been furnished
and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in
writing by said "First Party". And if the said "Second Party" shall fail to complete the con-
tract by the time specified, then the said "Second Party" shall forfeit and pay to the "First
Party" the sum of N/A

Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted
from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS
of Cuyahoga County, Ohio.

By: Robert J. Semple
Chairman.

By: "First Party."

Signed in Duplicate in Presence of

L: Minnelli
Title: Director.

L: "Second Party."
Contractor—"Second Party."

Legal Form
Date: 8/17/06
August 11, 2006

Cuyahoga County Board of Elections
Attn: Michael Vu, Director
2925 Euclid Avenue
Cleveland, Ohio 44115
Facsimile: (216) 443-6633

Mr. Vu

Diebold Election Systems, Inc. (DESI) to its knowledge represents that DESI associate Jessica Hiner is the sole source possessing expertise as the DESI Director & Product/Implementation Subject Matter Expert in providing support to the Board, Director and Deputy by providing responses to best-practice methodologies and solutions for Diebold product use. This will allow the Board decision makers to take information from County staff as well as DESI in making policy and procedure decisions.

Please do not hesitate to contact me if you have any questions or would like to discuss any matter further. Thank you for your assistance.

Best Regards,
Diebold Election Systems, Inc

Charles R. Owen
Division Counsel
Diebold Election Systems, Inc.
Extension 1108

YH

State of Texas
County of Collin

Before me, on this day personally appeared Charles R. Owen, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of August, 2006

[Signature]
Notary in and for the State of Texas

[Notary Seal]
MARIE T. COVINGTON
Notary Public, State of Texas
My Commission Expires
September 11, 2008
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<td>3.00</td>
<td>Day</td>
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**Total Costs:**
- Services: 205,920.00
- Tax: 0.00
- Subtotal: 205,920.00
- Less Discount: 0.00
- Less Tax: 0.00
- Total Due: 205,920.00

**Terms:** NET 30 DAYS
Recommendation for Additional Support  
November 2006  

- **Director & Product/Implementation Subject Matter Expert**  
  - *Jessica Hiner* will provide support to the Board, Director and Deputy Director by providing responses to best-practice methodologies and solutions for Diebold product use. This would allow the Board decision makers to take information from County staff as well as DESI in making policy and procedure decisions.  

- **Co-Project Manager**  
  - *Peggy Patton* will provide support to the Board appointed Project Manager to assist with the development and maintenance of a comprehensive project plan and schedule. Responsibilities include developing the implementation plans for County policy decisions. Other focus areas include schedule coordination, issue/risk management and project management process documentation such as status reporting.  

- **Level 2/3 Support Specialist**  
  - *Chris Bellis* (or other comparable support associate) to provide part-time support to the County for GEMS related questions or issues. Responsibilities include documenting and managing the resolution of GEMS related technical questions and issues.  

**Additional Notes:**  

**Subject Matter Experts**  
- *Ms. Hiner* will seek advice and counsel from off-site Diebold SME’s such as elections specialist *Robert Chen* and technical architect *Jeffrey Hallmark* to assist with the determination of best practice recommendations for the Board.  

**Trainers**  
- The on-site team of *Jessica Hiner, Peggy Patton* and *Chris Bellis* will be chartered to support the County election preparation process using experience to advise, counsel and guide. While the team will not do the work of the County, they are charged with transferring knowledge through mentoring County personnel where appropriate and with identifying larger training needs to the management of the County to help the County achieve the goal of self-sufficiency.