

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE CONTRACT FOR A STATEWIDE VOTING SYSTEM (this "Second Amendment") is made this 31st day of December 2002, between the SECRETARY OF STATE of the State of Georgia (the "Secretary of State"), and DIEBOLD ELECTION SYSTEMS, INC., a corporation organized under the law of the State of Delaware ("Contractor") (together, the "Parties").

WITNESSETH

WHEREAS, having conferred following the Nation's first general, state election by uniform statewide electronic voting, Contractor and the Secretary of State further desire to make certain amendments to that certain Contract for a Statewide Voting System, Contract No. GTA000040, as amended, (the "Contract") and provide for other matters as set forth herein;

NOW, THEREFORE, in consideration of \$10 in hand paid, the receipt and sufficiency of which Contractor acknowledges, the premises and the mutual covenants and agreements and for other good and valuable consideration contained herein, the Parties agree to this Second Amendment as follows:

1. Upon execution and thereafter for satisfactory performance, the Secretary of State shall pay the invoices heretofore submitted by Contractor pursuant to Sections 2.3, 3.5.3 and 3.5.6 of the Contract in accordance with the payment schedule set forth on Exhibit "A" hereto. The Secretary of State will use the instructions provided by Contractor in Exhibit "B" to make payments by wire through December 31, 2002.
2. Notwithstanding anything in the Contract to the contrary, the Parties agree that "Final Acceptance of the Statewide Voting System" (as such term is used in the Contract), shall be deemed to occur on the date of the final payment of the Secretary of State under item 4 of Exhibit "A." Contractor will provide the bill of sale required by Section 3.6 when the inventory provided by Item 4 of Exhibit "A" is accepted by the Secretary of State.
3. The second to last sentence of Section 6.1 of the Contract is hereby amended to provide that the warranty described therein shall continue until completion of the next Presidential Primary Election in Georgia. 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.
4. Through the completion of the next Presidential Primary Election in Georgia, Part V, page 19, first italicized paragraph of the Proposal is modified as follows: Contractor will maintain a support facility in Georgia staffed by its employees, one of whom will be a professional account representative available during regular business hours for customer inquiries and assistance. The support facility will receive equipment by mail, delivery or drop off for repairs and repairs under warranty. For items under warranty Diebold will bear cost from reception to tender back at support facility. After completion of the next Presidential Primary Election in Georgia, so long as the Contract is in effect, Diebold will continue to provide a personal account representative for the Secretary of State and other Georgia governmental accounts for voting machines for purposes of technical support and repair.

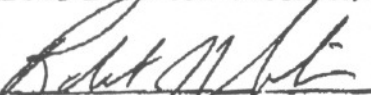
5. The parties acknowledge and agree that contemporaneously herewith they have mutually developed an action plan ("Post Election Action Agenda") in respect of certain miscellaneous post election matters.

6. The Parties agree to execute this Second Amendment initially by electronic facsimile signatures. The Secretary of State will sign and deliver the Second 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 Secretary of State will then make the payment provided for by Item 1 of Exhibit "A" and, when the condition is satisfied, the payment provided for by Item 2. The parties will also promptly exchange duplicate original counterparts of the entire Agreement with original signatures.

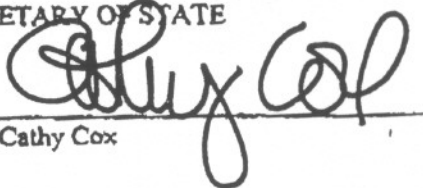
7. Except as specifically provided in this Second Amendment, all other terms of the Contract and the respective obligations of the Parties thereunder shall remain in full force and effect.

IN WITNESS WHEREOF each of the Parties has executed this Second Amendment to the Contract by its duly authorized officers, as of the 31st day of December 2002.

DIEBOLD ELECTION SYSTEMS, INC.

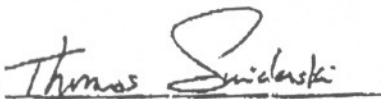
By: 
 Robert Urosevich, President

SECRETARY OF STATE

By: 
 Cathy Cox

ACKNOWLEDGED WITHOUT OBJECTION:

DIEBOLD, INC.

By: 
 Name: Thomas Swidarski

Title: VP + Executive Committee Member - Strategic Development + Global Marketing

A corporate officer with requisite authority.