

**ELECTION TABULATION
COMPUTER SYSTEM CONTRACT
BETWEEN Municipality of Anchorage
AND GLOBAL DIEBOLD ELECTION SYSTEM, INC.**

*(DIEBOLD ELECTION SYSTEMS PURCHASED GLOBAL ELECTION SYSTEM, INC.
in December, 2001 per Andree Swales, Clerk's Office, Municipality of Anchorage,
2nd Floor, Hill Building, 343-4311.)*

This Contract for an Election Tabulation Computer (hereinafter the "Contract") is made by and between, Municipality, of Anchorage, an organized under the laws of the State of Alaska (hereinafter referred to as "(Customer)") and GLOBAL DIEBOLD Election Systems Inc., a corporation organized under the laws of the State of Delaware (hereinafter referred to as "GLOBAL" "DIEBOLD"). The Customer agrees to purchase and GLOBAL DIEBOLD agrees to license and/or sell and furnish the following described goods and services (hereinafter collectively referred to as "the System") in accordance with the terms and conditions set forth herein. This Contract may refer to GLOBAL DIEBOLD and the Customer together, as the "parties", or may refer to GLOBAL DIEBOLD or the Customer together, as the "parties", or may refer to GLOBAL DIEBOLD or the Customer as a "party" to the Contract.

Composition of Contract This Contract is composed of the general terms and conditions contained in the following sections, together with the listed Exhibits.

General System	Sections 1 - 17
Development and Software Licensing	Sections 18 - 25
System Delivery and Completion	Sections 26 - 32

Exhibit A	Project Pricing Summary
Exhibit B	GLOBAL DIEBOLD Software, Services, Training, and Project Management Prices
Exhibit C	Third Party Software and Services Prices
Exhibit D	OEM Hardware and Manufacturer-Supplied Software Prices
Exhibit E	Non-OEM Hardware Prices
Exhibit F	Payment Schedule
Exhibit G	GLOBAL DIEBOLD APPLICATION SOFTWARE Licensing Agreement
Exhibit H	Computer Hardware Agreement
Exhibit I	Extended Warranty Agreement (AccuVote/AccuVote-TS)
Exhibit J	GLOBAL DIEBOLD Software Support Agreement
Exhibit K	Documentation
Exhibit L	Installation and Training Services
Exhibit M	GLOBAL DIEBOLD APPLICATION SOFTWARE Escrow Agreement
Exhibit N	Training Outline

TERMS AND CONDITIONS

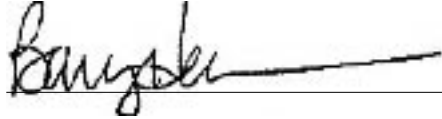
GENERAL

1. Definitions For the purposes of this Contract, the following are defined terms:

- a. The term GLOBAL DIEBOLD APPLICATION SOFTWARE shall mean licensed information processing programs and associated documentation

IN WITNESS WHEREOF, Customer and GLOBAL DIEBOLD have caused this Contract to be executed by their duly authorized officers as of the date set forth below.

GLOBAL DIEBOLD ELECTION SYSTEMS, INC.



Authorized Signature

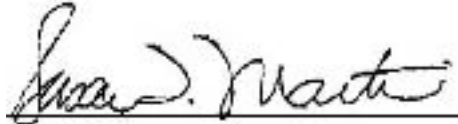
Barry Herron
Printed Name

Vice President of Sales
Title

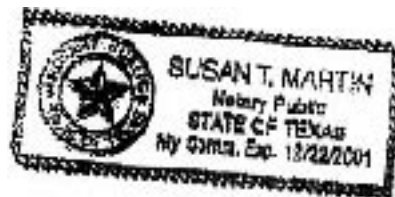
July 9, 2001
Date

State of Texas
County of Collin

This document was acknowledged before me on July 9, 2001 by Barry Herron, Vice President of Sales and Marketing for GLOBAL DIEBOLD Election Systems.



Susan T. Martin
Notary



Municipality of Anchorage



Authorized Signature

Barton R. Mauldin
Printed Name

Purchasing Officer
Title

7/11/01
Date

PROPOSAL # 2-A, 6-29-01

MUNICIPALITY OF ANCHORAGE ALASKA

The Accu-Vote Voting System Configuration below includes a host computer, redundant server and election management software. The system configuration provides for complete ballot programming, automated transfer and accumulation of precinct, early and absentee votes.

SYSTEM CONFIGURATION

QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1	GEMS Software (Election Definition & Results Accumulation) Includes: Electronic Ballot (POSTSCRIPT) Te1eResults Media Results Display MS SBS Back Office		\$ 58,390.00
1	GEMS Custom Software Enhancement - Anchorage		\$ 32,000.00
1	Host Computer, Printer & Cabling Includes: HP-5000 Laser Printer Board (16 Port) 13 U.S. Robotics Sportster Moderns American Power Smart UPS with Power Chute		
1	Back-up Mirror Host Computer Includes: Digi Board (16 Port) U.S. Robotics Sportster Modem American Power Smart UPS w/ Power Chute		\$ 14,250.00
2	Accu Vote Tabulators w/modems	\$5,150.00	\$ 10,3000.00
1	Ballot Box	\$ 1,200.00	\$ 1,200.00
130	Memory Cards (128K)	\$250.00	\$ 32,500.00
	Training in McKinncy, TX. (Travel/lodging at client expense)		\$ 13,620.00
	Election Support Services (On-site Election support two (2) elections)		\$ 10,560.00
	SYSTEM TOTAL		\$ 191,X70.00
	Shipping and Insurance		\$ 14,250.00
	Total		\$ 195,050.00

HOST COMPUTER CONFIGURATION AND RELATED EQUIPMENT

CHOICE OF LAW. Interpretation of this Contract shall be governed by the laws of the jurisdiction in which the customer is located and the courts of such jurisdiction will have jurisdiction (but not exclusive jurisdiction) to here and determine all questions relating to this agreement.

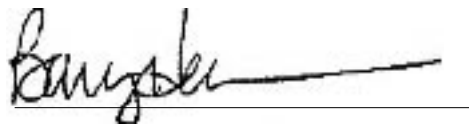
ASSIGNMENT AND RIGHT TO SUBCONTRACT. Either party may assign its rights, obligations, or interests in this Contract by providing thirty (30) days prior written notice to the other party at the addresses identified in this Contract. It is agreed that GLOBAL DIEBOLD may subcontract all or any portion of the work without the prior consent of the Customer.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below.

Annual Amount: \$13,558.50 (Fifteen (15%) percent of initial software cost of \$ 90,390.00) For a period of three-(3) years following the Initial Warranty Period of two (2) years from the date of installation. Thereafter, indexed to the then current rate.

GLOBAL DIEBOLD ELECTION SYSTEMS, INC.

LICENSEE

By 

Name Barry Herron

By 

Name Barton R. Mauldin

Title Vice President of Sales and Marketing

Title Purchasing Officer

Address for Notice

Address for Notice

Contact: Don Biszmaier
(Support Services Specialist)
GLOBAL DIEBOLD Election Systems, Inc.
1611 Wilmeth
McKinney, TX 75069-8250

Municipality of Anchorage
P. O. Box 196650
Anchorage, AK 99519-6650

(972) 542-6000 Phone
9972) 542-6044 Fax