

**ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT RENEWAL**

WHEREAS, Election Systems & Software, LLC ("ES&S") and **Polk County, Texas** ("Customer") entered into that certain Election Services Agreement dated, **October 25, 2007** ("Agreement"). To the extent not otherwise amended herein, the terms and conditions of the Agreement shall govern.

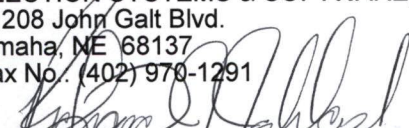
WHEREAS, Customer desires to renew the Election Services Agreement for an additional three (3) year period in accordance with the Terms and Conditions and pricing of the original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference and made a material part of the Agreement), and the covenants and agreements set forth below, the parties hereby agree as follows:

1. ES&S agrees to extend the Ballot Layout, Coding, Voice File, and Ballot Printing ("Services") in accordance with the terms and pricing set forth in the Agreement which are applicable to such Services for a three (3) year period commencing on **March 1, 2014 and ending on February 28, 2017**.
2. Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as Services are provided. 100% of invoice total due within 30 calendar days of invoice date. The Customer acknowledges and agrees that the pricing set forth in the Agreement for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.
3. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the Agreement exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for a period of at least three (3) years, (b) ES&S' dedication of sufficient resources during the Term to perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such services in the Agreement exhibits. In the event that Customer changes its commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 5, of the Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of early termination.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed (date to be no later than February 28, 2014) by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Blvd.
Omaha, NE 68137
Fax No.: (402) 970-1291



Signature

Richard J. Bobick

Name (Printed or Typed)

V.P. of Finance

Title

3/25/14

Date

POLK COUNTY, TEXAS
P.O. Drawer 2119 – 100 W. Mill – Suite 265
Livingston, TX 77351
Fax No.: (936) 327-6874



Signature

John P. Thompson

Name (Printed or Typed)

County Judge

Title

Title

1/31/2014

Date

Date