

ELECTION SYSTEMS & SOFTWARE, LLC
PAYMENT GUARANTEE AGREEMENT

This Payment Guarantee Agreement ("Agreement") is dated this 23 day of December, 2013 (the "Effective Date") by and between Election Systems & Software, LLC ("ES&S") with offices at 11208 John Galt Boulevard, Omaha, NE 68137 and [JOHNSON] ("County") with offices at [103 S. Walnut St.].

RECITALS

WHEREAS, ES&S is to provide election-related services to [JOHNSON CO. REPUBLICAN PARTY] ("Political Party") for the March 4, 2014 Texas Primary Election (the "Election"); and

WHEREAS, the County has agreed to pay all sums due to ES&S for such election-related services to be provided by ES&S to the Political Party for the Election; and

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

1. **Payment Guarantee.** In consideration of ES&S providing election-related services to the Political Party for the Election, the County absolutely, irrevocably and unconditionally guarantees to ES&S the timely performance of all payment obligations arising from the provision of the election-related services. Nothing contained herein or elsewhere shall relieve the County of its payment obligations under this Agreement, including, but not limited to, the failure by the appropriate federal or state authorities to appropriate funds for the Election or the failure by the Political Party to reimburse the County for any funds it may have received for the Election. The County's obligations under this Agreement shall be absolute and unconditional, shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim the County may have against the Political Party and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected for any reason whatsoever until the complete payment of all amounts due under the Political Party Agreement have been paid.

2. **Term of Agreement.** The Term of this Agreement shall commence on the Effective Date and continue until all applicable amounts due to ES&S have been paid in full.

3. **Notices; Governing Law.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by confirmed electronic mail, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt), or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the individual signing the Agreement and set forth below at the address set forth above. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[INSERT NAME OF COUNTY]

By: [Signature]
Its: Johnson County Judge

12/23/13

ELECTION SYSTEMS & SOFTWARE, LLC

By: [Signature]
Its: V.P. of Finance