Easy Vote

TERMS AND CONDITIONS
OF PLATFORM LICENSE

These Terms and Conditions of Software and/or Hardware License form a legally binding contract and agreement (the "Agreement") between **EasyVote Solutions, Inc** ("EasyVote") and **Jack County TX** (the "Licensee") that places an order for, or signs a written contract to obtain a license for, the Licensed Software and Hardware, as more particularly described below.

Background

This Agreement is effective as of the date (the "Effective Date") on which either (a) EasyVote and Licensee sign a written contract that incorporates this Agreement by reference (if applicable, a "Written Order"), or (b) Licensee or one of its agents clicks on the "Accept" button on a web page owned or controlled by EasyVote (if applicable, an "Online Order"), indicating Licensee's intention to accept and agree to this Agreement in order to obtain certain license rights to use the Licensed Software/Hardware (defined below). Each of EasyVote and Licensee are hereinafter referred to as a "Party" or collectively as the "Parties". The Written Order or the Online Order applicable to Licensee's use of the Licensed Software/Hardware, as the case may be, is referred to as the "Order".

NOW, THEREFORE, in consideration of the parties' mutual rights and responsibilities, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. LICENSED SOFTWARE and/or HARDWARE

1.1.   EasyVote hereby grants to Licensee, subject to the terms of this Agreement and the payment of any fees required by this Agreement or the Order, a non-exclusive, right and license to access, execute, install, load, host, store, and use the Licensed Software or Hardware in accordance with the user manuals, training materials, and other documentation or materials provided by EasyVote for use with the Licensed Software or Hardware (collectively, the "Documentation") for the purpose of managing voting procedures and operations for the jurisdiction or jurisdictions indicated in the Order (as applicable, the "Jurisdiction").

1.2.   Licensee may not (a) sell, rent, or sub-license the Licensed Software or Hardware, (b) use the Licensed Software or Hardware in the operation of a service bureau or time-sharing arrangement, or otherwise redistribute the Licensed Software or Hardware to any other person or entity, (c) remove or alter any copyright or trademark notices on the Licensed Software or Hardware or the Documentation, (d) use, maintain, store, copy or access the Licensed Software or Hardware for the benefit of any jurisdiction or voting precinct other than the Jurisdiction, or (e) reverse engineer, decompile, or disassemble the executable form of the Licensed Software or Hardware.

1.3.   All right, title, and interest in and to the EasyVote Materials (hereinafter defined) is and shall be solely owned by EasyVote. Licensee shall take any actions reasonably requested by EasyVote to perfect and protect EasyVote's right, title, and interest acknowledged and agreed to in this Section. For purposes of this Agreement, "EasyVote Materials" consists of (i) the Licensed Software or Hardware, the source materials for the Licensed Software or Hardware and

all algorithms, architecture, documentation, know-how, methods, procedures, processes, trade secrets, workflow, and other intellectual property acquired, created, or otherwise owned by EasyVote; (ii) the Documentation and all other intellectual property of EasyVote throughout the world; (iii) any derivative works, improvements, enhancements, or extensions of any of the foregoing.

1.4. EasyVote will provide online, email or telephonic support for the Licensed Software or Hardware as set forth in EasyVote's Documentation from time to time. Unless otherwise specified in an Order, such support is at no additional charge and EasyVote makes no warranties or promises regarding such support.

2. COMPENSATION

2.1. *COMPENSATION.* Licensee will pay EasyVote as provided in the Order.

2.2. *LATE PAYMENTS.* Unless otherwise provided in the Order, amounts due under the Order are due within thirty (30) days of the date of invoice. Amounts not paid when due will bear interest at the rate of 1.5% per month (or the highest rate of interest permitted by law, whichever is lower). If any check provided by Licensee is dishonored for "insufficient funds" Licensee will pay EasyVote an NSF fee of $35.

3. TERM AND TERMINATION

3.1. *TERM.* The Licensee's license to use the Licensed Software or Hardware will commence on the Effective Date and continue indefinitely until this Agreement is terminated by either Party.

3.2. *TERMINATION.* Neither party may terminate this Agreement except in one of the following ways:

i. *Termination for Cause.* Either party may terminate this Agreement immediately if the other party:

a. voluntarily files a petition for bankruptcy or is the subject of an involuntary petition for bankruptcy that is not stayed or dismissed within thirty (30) days after filing;

b. makes an assignment for the benefit of creditors;

c. has a receiver imposed or appointed over all or substantially all of its assets, which appointment is not stayed or dismissed within thirty (30) days;

d. assigns or transfers, either voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party; or

e. breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days' notice thereof from the non-breaching Party.

ii. *Termination Not for Cause.* Either Party may terminate this Agreement if the other Party is not in breach of this Agreement by providing the other Party with written notice thereof at least sixty (60) days before the effective date of termination.

3.3.   *EFFECT OF TERMINATION*. Upon termination of this Agreement for any cause or reason whatsoever, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 1.2, 1.3 and 2 through 7 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the Parties shall each remain liable to the other for any indebtedness or other liability arising under this Agreement.

4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1.   Each Party (as applicable, the "Recipient") agrees to keep confidential, not disclose to any third party, and not use for any purpose not permitted by this Agreement, any Confidential Information it receives from the other Party (as applicable, the "Discloser"). "Confidential Information" means, with respect to the Discloser, any information relating to (a) the business, operations, products, systems, or services of the Discloser that are not publicly known, (b) any trade secrets of the Discloser (as that term is defined by applicable law), and (c) any other information or data that is either (i) reduced to writing and marked with the legend "confidential" or "proprietary" or with words of like import or (ii) if communicated orally, is identified by the speak as being "confidential" or "proprietary" or with words of like import (provided, however, that in the case of any such oral disclosure the Discloser shall, within thirty days after such disclosure, provide written confirmation to the Recipient of the confidential nature thereof).

4.2.   A Recipient shall not be obligated to keep confidential or refrain from using information that (i) is or becomes publicly available by other than a breach of this Agreement; (ii) is known to or in the possession of the Recipient at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the Recipient from a third party that the Recipient reasonably believes is not under any obligation of confidentiality to the Discloser and is lawfully in the possession of such information; (iv) is developed by the Recipient independently of any disclosures previously made by the Discloser to the Recipient; or (v) is disclosed by the Recipient in connection with any claim or counterclaim asserted against Recipient in an arbitration or legal proceed (provided, however, that in any such case the Recipient shall give the Discloser prior notice of its intended use of such Confidential Information and will cooperate with Discloser's efforts to obtain a protective order or other similar assurance of confidential treatment from the court or arbitrator). It shall not be a violation of this Section for Recipient to disclose Confidential Information to the extent it is required to be disclosed by any law, subpoena or order of a court of competent jurisdiction, administrative agency or governmental body, or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards. Prior to such compulsory disclosure, however, the Recipient must give reasonable advance notice to the Disclosing Party of such order and an opportunity to object.

4.3.   Each party shall carry out its respective obligations using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Provided that the Recipient has met the foregoing standard of care, the Recipient shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

4.4.   Each party agrees that it will not provide any subcontractor or other third party with access to the Confidential Information of the other, unless the subcontractor or third party has agreed to be bound by similar confidentiality and nondisclosure obligations in favor of the Disclosing Party.

4.5.   Upon the expiration or termination of this Agreement, the Recipient shall return to the Disclosing Party or certify in writing that it has destroyed or deleted all Confidential Information.

5.   INSURANCE; LIABILITY

5.1.   *INSURANCE.* Each party will purchase and maintain during the term of this Agreement property and casualty insurance that is reasonable and commercially reasonable in light of such party's business, assets, operations and reasonably anticipated risks.

5.2.   *LIMITATION OF LIABILITY.* **Notwithstanding any other provision of this Agreement or the foreseeability of any damages or losses, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use in connection with this Agreement or any action or inaction relating hereto.**

5.3.   *LIABILITY CAP.* **Notwithstanding any other provision of this Agreement, in no event will EasyVote be liable to Licensee, whether for money damages, any claim for indemnification, or any action sounding in breach of contract, breach of warranty, tort or any other cause of action, in connection with the Licensed Software and Hardware or otherwise relating in any manner to this Agreement, the transactions or activities contemplated by this Agreement, or any other matter or circumstance relating to the subject matter of this Agreement, for an amount in excess of the fees actually paid by Licensee to EasyVote pursuant to this Agreement during the twelve (12) month period immediately preceding the date on which EasyVote's liability is alleged to have arisen.**

6.   LIMITED WARRANTY

6.1.   *LIMITED WARRANTY.* EasyVote represents and warrants that the Licensed Software or Hardware will substantially conform to the published specifications for the Licensed Software and Hardware as provided in the Documentation for ninety (90) days after the Effective Date. Licensee's sole and exclusive remedy, and EasyVote's sole obligation, for breach of the foregoing warranties shall be for EasyVote, at its option, to correct, repair or replace the copy of the Licensed Software or Hardware.

6.2.   *WARRANTY EXCLUSIONS.* The warranties provided in this Section will not apply to (i) Licensed Software or Hardware that is modified by Licensee or its employees or agents (other than a modification authorized or approved by EasyVote), (ii) Licensed Software or Hardware that is damaged after acceptance by Licensee by any cause other than a failure that results from a breach of warranty by EasyVote, (iii) Licensed Software or Hardware that is damaged after acceptance by Licensee, (iv) Licensed Software or Hardware that is damaged after acceptance by Licensee by abuse, misuse, operation other than in accordance with applicable documentation or through

Licensee's failure to perform routine or required maintenance, or (v) any failure of the Licensed Software or Hardware to be compatible with any other systems or operating environment.

6.3. *DISCLAIMER.* EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EASYVOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE OR HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND EASYVOTE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EASYVOTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR HARDWARE WILL BE ERROR-FREE. EASYVOTE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EASYVOTE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY LICENSEE SYSTEM.

7. GENERAL

7.1. *AMENDMENT.* The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by both Parties.

7.2. *ASSIGNMENT.* Neither Licensee nor EasyVote may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

7.3. *CONTROLLING LAW.* This Agreement will be governed and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within such State. Any dispute between the Parties that cannot be resolved through mutual agreement may be litigated in any court of competent jurisdiction and each Party hereby submits to the non-exclusive personal jurisdiction of the State of Delaware Court of Chancery in connection with any suit, claim or proceeding arising out of or relating to this Agreement and agrees not to assert any defense based upon the inconvenience of the forum in connection with any suit or proceeding initiated in any such court.

7.4. *ENTIRE AGREEMENT.* The Agreement constitutes the entire agreement between Licensee and EasyVote and supersedes all prior or contemporaneous written or oral understandings or agreements pertaining to the subject matter of this Agreement.

7.5. *FORCE MAJEURE.* Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or

delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for services rendered.

7.6. *INDEPENDENT ENTITITES.* The parties are independent entities. Neither party nor any consultant of either party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

7.7. *NOTICES.* Any notice required under the Agreement shall be made in writing, addressed to the appropriate party at its address, as indicated in the Order or in the books and records of EasyVote, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.8. *SEVERABILITY.* Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. *SUCCESSORS AND ASSIGNS.* Licensee and EasyVote together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

7.10. *THIRD PARTY OBLIGATION.* Nothing contained herein shall create any obligation or contractual relationship with any third party and there are no third party beneficiaries of this Agreement.

7.11. *WAIVER.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

7.12. *ATTORNEYS' FEES.* If any legal action or proceeding is brought by EasyVote to enforce the Agreement, EasyVote shall be entitled to recover reasonable attorneys' fees and other costs reasonably incurred in that action or proceeding (including, without limitation, expert witness fees and court costs), in addition to any other relief to which EasyVote may be entitled.

7.13. *Link Labs Products and Services.* Licensee acknowledges that all Link Labs products and services provided to it under this Agreement, as identified in the Order (the "Link Labs Offerings"), are also governed by the End-Customer Agreement – Link Labs – Platform as a Service Terms and Conditions, available online at https://www.link-labs.com/direct-

agreements (the "Link Labs Terms"), which such Link Labs Terms are incorporated herein by reference. Licensee acknowledges that Licensee is the "Customer" and EasyVote is the "Company" under the Link Labs Terms. By executing this Agreement Licensee also hereby agrees to, accepts and commits to adhering to the Link Labs Terms with respect to any and all Link Labs Offerings. This includes, but is not limited to, any Hardware, Software, Installation Services, SaaS Solutions and Support Services (each as defined in the Link Labs Terms) and the GPS Monitoring for Ballot Drop Box, which is a SaaS Solution for all purposes under the Link Labs Terms.
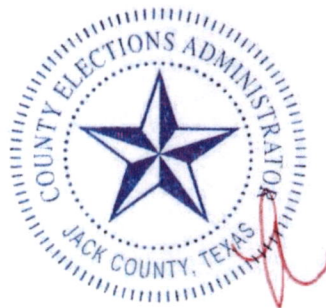
EasyVote Solutions Inc

By: *Charles Davis*

Print: Charles Davis

Title: CFO

Jack County TX

By: _____