END-USER LICENSE AGREEMENT FOR DEMTECH VOTING SOLUTIONS INC SOFTWARE

The license granted by Demtech Voting Solutions Inc to the Licensee under this Agreement is for use in connection with the following Software:

Software Product Name(s):

_____

Name of Licensee:

_____

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legally-binding contract between you (the licensee, either as an individual or a corporate entity) and Demtech (the Licensor, referred to as "Demtech") for the software that accompanies this EULA, which includes associated media and documentation (collectively, the "Software"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS EULA YOU MUST COMPLETELY REMOVE THE SOFTWARE FROM THE COMPUTER SYSTEM ON WHICH IT WAS INSTALLED AND PROMPTLY RETURN IT AND ALL COPIES TO DEMTECH. An amendment or addendum to this EULA may accompany the Software. BY INSTALLING, COPYING OR USING THIS SOFTWARE YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA. This EULA shall also be subject to the terms and conditions set out in any attached master agreement, quote and/or Demtech sales order form/purchase agreement (collectively the "Master Agreement") between you and Demtech. This EULA may be issued in response to your purchase order, but in no event shall any terms or conditions of such purchase order override this EULA.

1. Installation. Unless specified otherwise in the Master Agreement, Demtech is not responsible for installing the Software.

2. Grant of License. Subject to your compliance with this EULA and, except for circumstances in which your use of this Software is solely for demonstration or evaluation purposes, your full payment of the appropriate fees as invoiced, and, if applicable, compliance with the terms and conditions set forth in a Master Agreement or quote, Demtech hereby grants you a revocable, limited, personal, non-transferable, non-exclusive license to use the Software for your internal business purposes only unless and, in such case, only to the extent set forth in the Master Agreement or in Demtech documentation for the Software, which is the subject of this License. No clause in this EULA shall be interpreted to contradict or narrowly construe provisions set forth in a Master Agreement. Where appropriate you may make one (1) archival copy for general backup purposes.

3. Pre-emption. Terms and/or conditions and/or any specifications inserted by you in a purchase order in connection with the purchase of this Software license shall under no circumstances pre-empt the terms of this EULA and/or Master Agreement.

4. Installation and Use. Except where the Software is designed by Demtech to operate on a server and either your purchase order or Master Agreement provide for a server-based operation for the Software, you may only install the Software on one (1) compatible personal computer ("PC") which is either a standalone workstation, or a networked workstation that does not permit the Software to be

shared with other networked workstations. If this Software is an upgrade, then it and the upgraded Software, constitute a single copy of the Software for purposes hereof. If this Software is provided as a demonstration copy, you may not make any copies, or distribute it in any manner.

5. Disaster Recovery Backup Installation and Use. In the event this Software has been purchased for disaster recovery backup purposes, or is such that Demtech has explicitly permitted its use for disaster recovery backup purposes and such permission is provided in writing in the Master Agreement, you may install this Software copy on a PC or server for disaster recovery and pre-production testing purposes only. The PC or server on which this Software is installed must be turned off at all times, except for (i) limited Software self-testing and patch management, (ii) pre-production testing, (iii) database synchronization between primary and disaster recovery databases or (iv) disaster recovery. Except in the event of a disaster, the PC or server must be configured in such a way that it cannot be used in a production environment.

6. Ownership. You understand and acknowledge that the Software and all rights, title and interests therein (including without limitation all copyrights, patents, trade secrets and other intellectual property rights contained therein) are the sole property of Demtech, its suppliers, or licensors and that you receive no rights, title or interests in the Software, except as expressly set forth in this EULA. Without limiting the foregoing, you specifically agree that Demtech shall exclusively own and hereby unconditionally assign to Demtech all rights to any and all modifications, enhancements, translations or adaptations of, or other changes to, the Software and any improvement or development based thereon, whether developed, created or paid for by you or on your behalf. All rights not expressly granted to you in this EULA are expressly reserved by Demtech. This Software is protected by copyright and other intellectual property laws and treaties.

7. Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use on more than one (1) device.

8. Software Functionality. The functionality of the Software is described in the Master Agreement, or if no such Master Agreement is applicable, then in the documentation accompanying the Software.

9. Restrictions. Except as expressly stated herein, you may not (i) make copies, modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from the Software, which will be provided to you in object code form only; (ii) create derivative works based on the Software; (iii) sublicense, rent, lease, loan, sell, distribute, disclose, publish, assign, or otherwise transfer or commercially exploit this EULA or the Software, in whole or in part; (iv) grant a security interest in, or (v) alter or remove any of Demtech's or Demtech's licensors' copyrights or proprietary notices or legends appearing on or in the Software.

10. Limited Warranties. Demtech warrants that the Software will perform in substantial compliance with written material provided by Demtech or with Demtech's specifications in effect at the time of purchase for a period of twelve (12) months from delivery. Demtech does not warrant that use of the Software will be uninterrupted or error free. The remedy for breach of this limited warranty shall be limited solely to replacement media and documentation and shall not include any other damages. This limited warranty does not cover, and Demtech shall not be responsible for, any Software defects resulting from accident, abuse, misapplication or unauthorized repair, modifications, or enhancements to the Software. DEMTECH, ITS SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DISTRIBUTORS AND DEALERS, SUPPLIERS, OR ANY OTHER PERSON, FIRM OR CORPORATION SHALL NOT BE RESPONSIBLE FOR

ANY DAMAGES OR EXPENSES RESULTING FROM ALTERATION OR UNAUTHORIZED USE OF THE SOFTWARE OR FROM THE UNINTENDED AND UNFORESEEN RESULTS YOU OBTAIN RESULTING FROM SUCH USE. DEMTECH SPECIFICALLY DISCLAIMS ANY WARRANTIES REGARDING INTELLECTUAL PROPERTY INFRINGEMENT WITH REGARD TO ANY DEVELOPER'S KIT PROVIDED HEREUNDER.
ASIDE FROM THE EXPRESS WARRANTIES CONTAINED HEREIN DEMTECH HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DEMTECH OR ITS SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DISTRIBUTORS AND DEALERS, THIRD PARTY LICENSORS, SUPPLIERS, OR ANY OTHER PERSON, FIRM OR CORPORATION BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, DAMAGE TO REPUTATION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF DEMTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DEMTECH'S LIABILITY TO YOU OR ANY OTHER PERSON EXCEED THE AMOUNT PAID TO DEMTECH UNDER THE AGREEMENT OR PURCHASE ORDER.

11. Intellectual Property Indemnity. Except where this Software is being used by you exclusively for demonstration or evaluation purposes, in which case this Section shall not apply, Demtech shall defend, at its expense, any action brought against you to the extent that it is based upon a claim that the Software or any part thereof infringes any United States patent, copyright or trade secret rights, and Demtech shall pay those costs and damages finally awarded against you which are attributable to such claim, but Demtech's assumption of such defense and payment is conditional upon the following: (a) You will immediately notify Demtech in writing of any knowledge or notice you have concerning such action or related claim or the possibility thereof; (b) Demtech shall have the sole control of the defense of any action on such claim and all negotiations for its settlement; and (c) should the Software or any part thereof become or in Demtech's opinion be likely to become the subject of a claim of infringement of a United States patent, copyright, trade secret or other proprietary right, you will permit Demtech, at its sole option and expense to (i) procure for you the right to continue using the Software, (ii) replace or modify the Software to make it non-infringing or (iii) if Demtech is unable to reasonably perform either alternative (i) or (ii), then Demtech may, at its sole option, remove the Software after giving you thirty (30) days' prior written notice and reimburse you for the reasonable value of the Software taking into account depreciated value, age and the like. This EULA shall be terminated as of the date of such removal, and all your and Demtech’s obligations hereto shall be canceled except as to those obligations accrued under this EULA as of the date of such removal.

Demtech shall have no liability to you under any provision of this Section with respect to any claim of patent, copyright or trade secret or other proprietary right infringement if such infringement could have been avoided by (a) use of the latest release of the Software; (b) use or combination of the Software with software, hardware or other materials not provided by or authorized by Demtech; or (c) where specific infringing features or uses are required or specified by you.

THE ABOVE PROVISIONS SET OUT THE ENTIRE LIABILITY OF DEMTECH, IT’S SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DISTRIBUTORS AND DEALERS, SUPPLIERS, OR ANY OTHER PERSON, FIRM OR CORPORATION WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS ARISING OUT OF OR BASED UPON THE SALE OR USE OF THE SOFTWARE. DEMTECH SHALL HAVE NO OTHER LIABILITY OR OBLIGATION TO YOU OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS OPPORTUNITY, LOSS OF PROFIT, LOST EFFICIENCY, REPLACEMENT COSTS OR OTHER CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES.

12. Confidential Information. You acknowledge that the Software contains information that is confidential and proprietary to Demtech and its licensors. Any information you learn while using, viewing, and reviewing the operation of the Software, and the capabilities of such items, is defined as Confidential Information falling within the terms of this EULA. You agree to hold Demtech's Confidential Information in confidence, guard it with at least the same degree of care you employ with your own confidential information, but no less than a reasonable degree of care; use it only in such manner as is consistent with the terms of this EULA and/or Master Agreement and agree not to disclose it or exploit it for the benefit of any third party. You agree that you will permit only those of your employees who have a need to know to have access to Demtech's Confidential Information. You will not permit third parties to have access to the Software except as permitted herein or upon Demtech's express written authorization. You further agree that you will not make for your own purposes or allow to be made for third parties, copies of documentation, operation or service manuals, drawings, software, schematics code or the like that Demtech may provide you with the Software without Demtech's express written permission.

13. Export. Regardless of any disclosure made by you to Demtech of an ultimate use site of the Software, you may not re-export or transfer, whether directly or indirectly, the Software, Confidential Information or any system containing the same to anyone or any location without first complying with the requirements of this EULA and/or any Master Agreement and obtaining any necessary licenses as may be required by the U.S. Department of Commerce or any other agency or department of the United States Government. You further agree to comply with all Export Control Regulations as may be applicable to the Software.

14. Termination. The EULA shall automatically terminate without notice in the event you violate any material term herein, fail to perform any duty required hereunder, fail to pay the license fee as invoiced, or fail to comply with any legal prerequisites, formalities and/or material government regulations. You may terminate the EULA by either destroying the Software, including any and all copies, or returning it, and any and all copies to Demtech. Additionally, you agree to execute a Certificate of Destruction or Removal, which shall be provided to you by Demtech upon your written request, and promptly provide the same back to Demtech. Demtech shall not be required to refund any part of fees paid hereunder in the event you terminate the EULA. Demtech shall not be required to pay you for any media costs associated with the copies of the Software you return to Demtech.

15. Severability. If any provision of the EULA shall be found by a court of competent jurisdiction unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the EULA and shall not affect the validity and enforceability of the remaining provisions of the EULA.

16. Choice of Law and Venue. This EULA shall be interpreted and governed by the laws of the State of Delaware, USA without regard to its conflicts of laws provisions. All actions or proceedings relating to it shall be exclusively brought in this state and the parties hereby consent to the exclusive personal jurisdiction of said courts and waive any objection to such venue.

17. Waiver. No term of this EULA shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent waiver or excuse.

18. Entire Agreement. This EULA (including any Master Agreement, addendum, Software documentation, or amendment to this EULA, which is included with the Software) is the entire agreement between you and Demtech relating to the Software and they supersede all prior and/or other contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Demtech policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. This EULA shall also have precedence over any accompanying Software documentation.

19. Source Code Escrow Agreement. In cases where Demtech shall have entered into a Source Code Escrow Agreement (Escrow) with an escrow agent (Escrow Agent) and where You shall be named in the Escrow as a registered user of the Software covered by the Escrow, you shall be permitted, in the specific circumstances outlined in the Escrow, to apply to the Escrow Agent for delivery of a copy of the source code information and other related materials subject to the limitations and conditions set out in the Escrow.

20. Software Support

(1) Software support services shall be furnished in accordance with the following:

(a) Support Services. For a period of three hundred sixty five (365) days after the date of this Agreement and thereafter for each yearly Renewal Support Period, Contractor will make the following Software Support Services available to Licensee:

(b) Telephone Support. Contractor personnel will be available to Licensee's Support Coordinators by phone to answer questions regarding the use of the most current version of the standard Licensed Software released by Contractor, and to help Licensee's Support Coordinators identify, verify, and resolve problems with such Licensed Software ("Telephone Support"). Telephone Support will be made available on Monday through Friday from 9:00 a.m. to 5:00 p.m., Eastern Time, Contractor holidays excluded.

(c) Extended Telephone Support. Contractor will provide software support during extended hours beginning four weeks prior to a statewide primary or general election. Extended telephone support will be available on Monday through Friday from 5 p.m. to 9 p.m., Eastern Time, Contractor holidays excluded.

(d) Election Day Support. On the day of a state primary or general election, support will be provided from 6 a.m. to 11:59 PM, Eastern Time.

(e) New Releases. Provided that the Software support has not been terminated, Contractor shall provide Licensee with copies of any standard new versions of the Licensed Software that are released by Contractor on a general basis. All such new versions shall be subject to the terms and conditions of this Agreement.

(f) Termination of Software Support. Following expiration of the second year, either party may terminate Software support by giving written notice to the other party at least ninety (90) days prior to the end of any support term. Upon termination for any reason by the Licensee, Licensee's rights to Licensed Software will cease.

(g) Software Support Fees. All fees and charges of Contractor for support of the Software from the date of this Agreement through the end of the Period.

Source Code Escrow Agreement

This Software Source Code Escrow Agreement ("Agreement") is made and effective by and between _____("Escrow Agent") and DEMTECH VOTING SOLUTIONS INC of 280 Madison Avenue #912 – 9th Floor New York NY 10016 ("Developer").

Developer licenses the use of certain computer programs to certain users pursuant to license agreements. Continuous availability of such programs and maintenance related to them are critical to those users. Developer performs necessary maintenance and modification of its programs for its users without disclosing such documentation to them or other persons.
Developer wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining them in strict confidence as trade secrets, and wishes to ensure that maintenance for Developer's software is available in the event Developer fails to fulfil its maintenance obligations or in the event Developer does not remain in business.
Escrow Agent is accepting responsibility to act as a software escrow agent and agrees to provide protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.
Therefore the parties agree as follows:

1. Purpose of Agreement.
This Agreement establishes an arrangement under which:

A. Developer will store with Escrow Agent certain computer program source code for the program(s) identified on Exhibit A. attached, along with duplication instructions, flow charts, manuals, and other information necessary or appropriate for duplication and maintenance of said program(s) (the "Materials"); and

B. A "User" (as defined below) will be able to secure from Escrow Agent access to the Materials enumerated in its agreement with Developer and stored under this Agreement, under the circumstance, and subject to the terms and conditions, specified below. For these purposes a "User" is any licensee of one of Developer's computer software programs included with the Materials who: (i) is listed Exhibit C hereto, as it may be amended from time to time following notice from Developer, and (ii) has signed a "License Agreement" with Developer, including the right of User to receive the Materials upon any of the following listed below ("Event of Default")

PROVIDED THAT no Event of Default shall arise where Developer shall in respect of the obligations it may owe each User, have transferred such obligations to a third party being a person(s) or entity lawfully in ownership of the intellectual property to the Software (the Verified Owner) and the Verified Owner shall either directly or through its authorized agent be ready willing and able to fulfil the Developer's obligations to the User, BUT OTHERWISE as follows:

a) Developer has filed a petition in bankruptcy, or has made a general assignment for the benefit of creditors or has had a receiver appointed for all or substantially all of its business, or has been liquidated, or dissolved.

b) The appointment of a trustee or receiver, voluntary or involuntary (or similar such official) of all or a substantial part of the property of Developer under the Bankruptcy Code or any

state court receivership proceedings, which appointment remains un-dismissed for at least 30 days.

c) An adjudication, judgment, order or binding arbitration award to the effect that Developer has failed to provide the maintenance or modification obligations required of it under the License Agreement.

d) Developer ceases its operations or business or discontinues maintenance of the Materials.

e) Developer is materially in breach of its fundamental obligations to maintain the Software in the following circumstances:

i. Developer shall fail to resolve a Priority 1 issue (system failure for the Software across its entire deployment for the User) within fifteen (15) business days of receipt of notification of such problem

ii. Developer shall fail to resolve a Priority 2 issue (certain processing interrupted or malfunctioning but system still able to process and perform its core functions) within thirty (30) business days of receipt of such notification

C. Each such License Agreement must also provide that User expressly acknowledge and agree that Escrow Agent will not be liable to such User for any harm that results from any act or omission of Escrow Agent in connection with serving as escrow agent.

2. Materials.

A. Escrow Agent acknowledges (i) that Developer claims that the Materials contain information that includes trade secrets of Developer or another person; and (ii) that the Materials are intended to constitute items useful to persons reasonably skilled in computer technology for providing maintenance and/or manufacturing documentation support for computer software products Developer licensed to its Users, in the event that any of these Users becomes entitled to receive them.

B. From time to time during the escrow, Developer will furnish for User benefit then current Materials to Escrow Agent that are either new Materials or in substitution for Materials in Escrow Agent's possession, and Developer shall identify the prior Materials that are superseded. Escrow Agent shall return to Developer such superseded Materials, provided they can be segregated

conveniently. Escrow Agent is not responsible for enforcing or performing any obligation of Developer to Users to furnish then-current Materials.

C. Developer acknowledges that Escrow Agent does not intend, and is not expected, to open any package represented to contain Materials, except in the circumstance identified in Section 4 below, and hence, is not responsible for determining whether the Materials are useful and has no obligation to enforce Developer's duties under this Agreement.

D. Developer will retain copies of Materials left in Escrow Agent's possession and will furnish replacements of Materials to Escrow Agent promptly after each written request and without charge. However, if the reason for the request is that, through Escrow Agent's negligence or misconduct, any Materials were lost or damaged, Escrow Agent will reimburse Developer for the cost of the physical media so lost or damaged (but not for any costs incurred in re-recording or reconstructing the information recorded on such media).

3. Treatment of Material.

A Escrow Agent will not furnish any Materials to any person other than Developer or a User so-entitled, except pursuant to a binding arbitration decision or final order of a court of competent jurisdiction, and will furnish Materials only pursuant to the provisions of this Agreement, or pursuant to such arbitration decision or court order. Escrow Agent shall not be required to incur any expense to challenge any arbitration decision or court order.

B. Escrow Agent will protect the Materials from disclosure to unauthorized persons by the use of the same measures it uses to protect its own software and documents of equivalent sensitivity.

C. Escrow Agent shall store the Materials in a climate controlled, secured storage area under the control of the Escrow Agent.

4. Release of Documentation.

A. Upon the occurrence of any Event of Default (as defined in Section 1) any User may notify Escrow Agent in writing as to such Event of Default ("Notice"), and shall simultaneously provide a copy of any such Notice to Developer (or as the case may be, Verified Owner if Verified Owner shall have given notice in writing of its interest to the User). Unless Developer or Verified Owner shall have provided "Contrary Instructions" to Escrow Agent within fifteen (15) business days after Escrow Agent's receipt of such Notice, within five (5) business day following the end of such fifteen (15) day period, Escrow Agent shall deliver a copy of the Materials then in escrow to such User; provided, however, that Escrow Agent shall be under no obligation to deliver a copy of such Materials until such User has first paid to Escrow Agent the cost and expenses of reproduction and delivery of the Materials. Delivery to User shall terminate all duties and obligations of Escrow Agent to that User, and to Developer or Verified Owner with respect to that User and with respect to the copy of the Materials delivered to that User.

B. "Contrary Instructions" for the purposes of this Escrow Agreement means a notarized affidavit executed by an officer of Developer or Verified Owner stating that an Event or Events of Default specified in the User's Notice have not occurred, or have been cured.

C. Upon timely receipt of such Contrary Instructions, Escrow Agent shall not release a copy of the Materials then in escrow, but shall continue to store the Materials until otherwise directed by the User and Developer (or any other party in whom the intellectual property to the Materials may be vested) jointly, or until resolution of the dispute by a court of competent jurisdiction or binding arbitration order.

D. Developer or Verified Owner shall be entitled to receive payment for costs, fees and expenses due it prior to any release of a copy of the Materials.

E. Developer represents and warrants that its agreements with Users shall provide Users rights and obligations consistent with the provisions of this Section 4.

5. Fees.

A. In consideration of performing its functions as Escrow Agent, Escrow shall be paid by Developer or Verified Owner as set forth in Exhibit B. The fees set forth in Exhibit B will be billed periodically by Escrow Agent to Developer. Developer or Verified Owner shall pay amounts due within thirty (30) days of receipt of Escrow Agent's invoice.

B. The fees set forth in Exhibit B are for the ordinary services of Escrow Agent. In the event Escrow Agent is required to perform additional or extraordinary services not contemplated in this Agreement, including intervention in any litigation or proceeding, Developer or Verified Owner shall pay Escrow Agent reasonable compensation for such services and reimburse Escrow Agent for reasonable costs incurred, including attorney's fees.

6. Discharge of Escrow Agent.

A. Escrow Agent will be deemed discharged if Developer or Verified Owner removes all the Material from Escrow Agent's premises or requests that all material be removed, in writing. Except as otherwise provided herein, Developer or Verified Owner may do this at any time, entirely in its discretion, by giving at least thirty (30) days' prior notice to Escrow Agent who, upon receipt of Developer or Verified Owner’s notice, shall notify all Users

B. Escrow Agent may resign, at its discretion, by giving Developer and all Users at least thirty (30) days' prior notice. Promptly after that resignation becomes effective, Escrow Agent will furnish to Developer all Material in its possession.

C. Whenever Escrow Agent ceases to hold the Materials in escrow, it will send a notice to that effect promptly to all Users.

7. Bankruptcy.

Developer acknowledges that this Agreement is an "agreement supplementary" to each License Agreement as provided in Section 365(n) of Title 11, United States Code ("Bankruptcy Code") as amended. Developer acknowledges that if Developer as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects a License Agreement or this Agreement, each User may elect to treat its License Agreement and this Agreement as terminated or to retain its rights under the License Agreement and this Agreement as provided in Section 365(n) of the

Bankruptcy Code. If a User elects to retain its rights under the License Agreement and this Agreement, then upon written request of the User to Developer or the bankruptcy trustee, Developer or such Bankruptcy Trustee shall not interfere with the rights of User as provided in the License Agreement and this Agreement, including the right to obtain the Materials from Escrow Agent.

8. Indemnity and Liability of Escrow Agent.

A. Developer or Verified Owner will indemnify Escrow Agent for, and hold it harmless against, any loss, cost, suit, damage, claim or expense incurred or suffered in connection with, or as a result of, serving as escrow agent, except any suffered as a result of Escrow Agent's negligent or intentional acts.

B. Except for liability to Developer or Verified Owner for a breach of this Agreement, Escrow Agent will not be liable to Developer, any User, or any other person for any harm that results from any act or omission of Escrow Agent in connection with its serving as Escrow Agent, except in the case of Escrow Agent's negligence.

9. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx but in any event must be also given by email.

If to the Developer: 280 Madison Avenue #912 – 9th Floor New York NY 10016 and confirmed by email to james@demtechvoting.com.

If to the Escrow Agent: _____.

10. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

11. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

12. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Delaware and any dispute under this Agreement must be brought in this venue and no other.

13. Headings in this Agreement.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such

invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above

_____ _____
Developer Escrow Agent

_____
Date

Exhibit A: Developer's Products Subject to Escrow

Exhibit B: Escrow Agent's Compensation

Annual Escrow Fee …….
Participating User Fee: Developer will pay Escrow Agent an annual fee of ……..
Update Fee: Developer will pay Escrow Agent a separate fee for the update of Materials set at ……

D. Release fee to Users: Users will pay a fee for each request for release of materials set at …….

Exhibit C: Schedule List of Developer's Users with Software Source Code Agreements attached
The following are Users of Developer's Computer Software Program who may acquire Materials pursuant to the Escrow Agreement, and what exact Materials they are entitled to receive under the terms of the Escrow Agreement.

Customers Materials

[Note if no details of Customer Users are appended at the time of signing, then and in such event, as and when identified as a result of entering into an end user agreement with the Developer, they shall be

referred to by way of separate schedule which shall be completed and signed by the Developer and Escrow Agent which shall then be deemed to be incorporated in this Agreement]

Developer	Acknowledged by Escrow Agent