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**BUSINESS RECORDS CORPORATION
SOFTWARE LICENSE AGREEMENT**

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THIS LICENSE, dated December 1, 1992, is by and between Business Records Corporation, a Delaware corporation ("BRC"), having a principal place at 1111 W. Mockingbird Lane, Suite 1400, Dallas, Texas 75247 and Douglas County, a government entity ("Licensee"), having a principal place of business at 1616 8th Street, Minden, Nevada 89423. BRC and Licensee agree as follows:

BY *B. Smith* DEPUTY

A. Definitions.

1. "Licensed Programs" means each computer program listed on Attachment A-1 and each copy, update or modification of all or any part of the Licensed Programs delivered to or made by the Licensee in accordance with the provisions of this License.
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4. "Designated Site" means the location controlled by Licensee and listed on Attachment A-2, or any substituted location designated in writing by the Licensee and approved in writing by BRC.
5. "Confidential Information" means all of the Licensed Programs and Support Documentation, except any part which:
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(b) Licensee shall prepare the Designated Site in such a manner as to permit proper installation of the Licensed Programs, particularly with respect to electric power and ambient conditions. Licensee shall be responsible for the compatibility of the Designated Machine with the Licensed Programs, except and unless the Designated Machine was supplied to Licensee by BRC or an affiliate or subsidiary of BRC.

4. Acceptance. Licensee shall be deemed to have accepted the Licensed Programs when BRC has installed the Licensed Programs and they are in operating condition. Upon acceptance, BRC shall have no obligation to return the initial license fee or any other amounts paid pursuant to this License. If Licensee shall rightfully reject the Licensed Programs, then the Licensed Programs shall be returned immediately to BRC and BRC shall have no obligation or liabilities except to return the initial license fee.

5. Modifications and Updates.

(a) In the event BRC makes any Updates to the Licensed Programs during the term of this License, BRC agrees to provide such Updates to Licensee, along with related Support Documentation, free of charge.

(b) In the event BRC makes any Enhancements to the Licensed Programs during the term of this License, BRC agrees to offer such Enhancements to Licensee if such offer would not violate any agreement with other customers of BRC. Additional license fees for each such Enhancement will be negotiated with the Licensee at the time the Enhancement is so offered.

(c) Licensee agrees to use the updated Licensed Programs delivered to Licensee by BRC. If new copies of the Licensed Programs with Updates or Enhancements are delivered to Licensee by BRC, Licensee shall return all old copies of the Licensed Programs to BRC within ten (10) days of such delivery.

OPTIONAL, if required by state law--6. Source Code Escrow. BRC agrees to maintain a current copy of the source code of the Licensed Programs in escrow with _____ during the term of this Agreement. Within ten (10) days from the date of any new release of the Licensed Programs to Licensee, BRC agrees to place an updated copy of the source code with _____. All costs of escrow, if any, shall be paid by Licensee. A copy of the source code in escrow shall be released to Licensee during the term of this Agreement within thirty (30) days of the occurrence of any one or more of the following events, if Licensee shall request a copy and such event shall not be cured within ten (10) days of such request:

- (a) BRC ceases doing business without assigning this License to an affiliated corporation;
- (b) BRC declares bankruptcy, seek protection under the Bankruptcy Act, or is forced into bankruptcy by its creditors; or
- (c) BRC fails to dispense the maintenance obligations set forth in Subsection C(5) of this License.)

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1. An initial License fee of \$N/A _____ (the "License Fee"), which shall be invoiced on the date the Licensed Programs are delivered to Licensee and which shall be nonrefundable after Licensee accepts the Licensed Programs as provided in subsection C.4;

2. Within thirty (30) days after each anniversary of the delivery of the Licensed Programs until termination of this License, a subscription fee of \$2375.00 (the "Subscription Fee") which shall extend the term of this Agreement for an additional 12 months and which entitles Licensee to receive Updates as provided in subsection C.5 provided that BRC may increase the Subscription Fee by giving Licensee at least one month written notice before the due date for payment of the fee, and Licensee shall then have the right to terminate this Agreement and its obligation to pay the new subscription fee by giving BRC ten (10) days written notice;

3. Interest at the highest lawful rate of interest in effect at such time and from time to time thereafter, on any payments due under this License if BRC shall not have received payment from Licensee by the date such payment is due.

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 - (c) Immediately upon Licensee's failure to pay when due the License Fee, the Subscription Fee or any other fees or payments due under this Agreement.
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 - (b) Licensee's rights under Sections B and C shall immediately cease; and
 - (c) Licensee shall perform its obligations under subsection F.3
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- (c) The Licensee shall require any employee or consultant having such access to agree to maintain the confidentiality of the Confidential Information.

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(a) That the Designated Machine is compatible with the Licensed Programs, except that BRC shall be responsible for assuring compatibility if the Designated Machine was supplied by Business Records Corporation or one of its affiliates;

(b) The existence of adequate back-up plans to accommodate any failure of the Designated Machine or the Licensed Machine or the Licensed Programs;

(c) The accuracy of the input data; and

(d) Proper use of the Licensed Programs.

H. Indemnification. BRC shall indemnify the Licensee against the liabilities and costs, including reasonable attorney's fees, of defending any suit arising from alleged infringement by any of the Licensed Programs of any United States patent or copyright, or the trademark, trade secret, or unfair competition rights of a third party, provided that Licensee promptly notifies BRC in writing of the suit or any claim of infringement and that BRC is permitted to control fully the defense and any settlement of the suit. Licensee shall cooperate fully in the defense of the suit, and may appear, at its own expense, through counsel of its choice. BRC may settle any such suit on a basis requiring BRC to substitute for the Licensed Programs and Support Documentation alternative programs and support materials that are substantially equivalent.

I. Remedies.

1. Equitable Relief. If Licensee breaches any of its obligations set forth in Section F, or if such a breach is likely to occur, BRC shall be entitled, in addition to all remedies at law or in equity it may have, to equitable relief including orders for specific performance and injunction. Licensee hereby acknowledges that other remedies are inadequate. The rights and remedies of BRC set forth in this License are not exclusive and are in addition to any other rights and remedies provided by law.

J. Miscellaneous.

1. Counterparts. This License may be executed in counterpart, all of which taken together shall constitute one single agreement between the parties.

2. Schedules, Headings and Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. The schedules and attachments referred to herein in and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein, unless the context otherwise requires.

3. General Confidentiality. BRC and Licensee each agree that during the term of this License they shall not disclose any information regarding the content of this License or performance hereunder to any third party. Each party hereto agrees to take all reasonable precautions to prevent disclosure to outside parties of such information.

4. Force Majeure. BRC or Licensee shall be excused from performance hereunder for any period BRC or licensee is prevented from performing a service pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

5. Severability. Licensee agrees that each of the agreements set forth in the agreements set forth in Section F constitute separate agreements independently supported by good and adequate consideration and shall be severable from the other provisions of, and shall survive, this License. The existence of any claim or cause of Action of Licensee Against BRC, whether predicated on this License or otherwise, shall not constitute a defense to the enforcement by BRC of the covenants and agreements of Licensee contained in the disclosure and confidentiality agreements and other agreements set forth in Section F. If any provision of this License is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this License shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this License, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6. Waiver. Any waiver by the party of any provision of this License must be in writing, and shall not imply subsequent waiver of that or any other provision.

7. Notices. Any notice or demand required to be given herein shall be given to the parties in writing and by certified mail, return receipt requested, at the addresses first set forth above, or to such other address as either party may hereinafter substitute by written notice given in the manner prescribed in this Section. Notice shall be deemed as given three days after mailed.

8. Complete Agreement. This License, including the attachments and schedules, embodies the entire contractual agreement of the parties with respect to the subject matter hereof. This License cannot be modified except by written agreement signed by all parties hereto.

9. Governing Law. This License shall be construed and enforced in accordance with the laws of the State of Texas.

BUSINESS RECORDS CORPORATION
By: [Signature]
Its: _____
Date: 12-23-92

CUSTOMER
By: [Signature]
Its: Douglas County Clerk
Date: December 11, 1992

Term: December 1, 1992 thru November 30, 1993
*Automatic Annual Renewal

Election Software:
Election Tabulation (ETP)
Election Management (EMS)

REQUESTED BY
Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

92 DEC 29 P3:35

SUZANNE BEAUREAU
RECORDER

\$ 0 PAID [Signature] DEPUTY **296299**
BOOK **1292** PAGE **4803**

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Dec 29 1992
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Barbara Smith Deputy

SEAL