



Hart Limited Warranty, Support and License Agreement

The following terms of this Limited Warranty, Support and License Agreement ("Agreement") govern the purchase of the Hart product with which this Agreement is provided (the "Product") except to the extent there is a separate signed agreement between the customer purchasing the Product ("Customer") and Hart expressly pertaining to the purchase of the Product. To the extent of a conflict, the order of precedence will be: (a) the signed agreement, and (b) this Agreement.

END USER LICENSE

License. Subject to the terms and conditions of this Agreement, Hart hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, license to use the Software delivered to Customer herein for the term set forth under the section entitled "Term and Termination" below for internal data processing requirements only in accordance with the additional Software rights and limitations, if any, set forth in the applicable order, only: (a) on the Hardware on which it was embedded or loaded or with which it was intended to be used when delivered to Customer, (b) to make copies of the documentation as necessary to support Customer's authorized use of the Product, and in compliance with any technical limitations in the Software that only permit use of the Software in certain ways. If Customer wishes to transfer the Software to other hardware, Customer shall contact Hart for authorization. Only Customer and its authorized employees may use or access the Software.

Restrictions. The license rights granted in this Agreement do not authorize Customer (nor may Customer allow any third party) to: (a) sublicense, transfer, give, distribute or disclose the Software, in whole or in part, or any interest therein, to any third party, (b) sell, lease, modify, enhance, translate or create derivative works of the Software or incorporate the Software into or with other software, (c) copy the Software, in whole or in part, except one copy as reasonably necessary for archival back-up purposes, (d) reverse engineer, reverse assemble, decompile or convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code, source listings, design, architecture, logic or algorithms for the Software, or any trade secret information or process contained in the Software, (e) use any third party software delivered with or as part of the Software except as part of or with the Software licensed under this Agreement, (f) use the Software for any timesharing, service bureau, subscription service, or rental use of the program (this restriction does not preclude or restrict Customer from contracting for services for other local governments located within Customer's jurisdictional boundaries), (g) work around any technical limitations in the Software, (h) use the Software in violation of the law, (i) disclose the results of any system performance metrics or benchmarking of the Software, or use such results for its own competing software development activities, without the prior written consent of Hart, or (j) alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Software and Documentation. Customer will include such notices and legends in all copies of any part of the Software and Documentation made pursuant to this Agreement. The components of the Software are licensed as a single unit. Customer may not separate the components and install them on different devices.

Reservation of Rights. Customer's rights in the Software are limited to those expressly granted in this Agreement. Hart reserves all rights and licenses not expressly granted to Customer under this Agreement.

Open Source Software. The terms "Product", "Hardware" and "Software" do not include Open Source Software unless such terms are expressly stated to include Open Source Software.

Any Open Source Software provided hereunder will be provided pursuant to such Open Source Software license terms and conditions. Upon reasonable notice to Customer, Hart has the right to replace software provided to Customer as part of Open Source Software with software that has similar functionality. The license terms associated with Open Source Software require that Hart provide copyright and license information to Customer. A list of the Open Source Software included in the Software or otherwise provided to Customer and applicable license terms is available in the Software Documentation for the Software. Any provisions in this Agreement which differ from any Open Source Software license are offered by Hart alone and not by any other party. Except as expressly provided in the Limited Software Warranty below, (a) all Open Source Software is provided on an "AS IS" basis, (b) Hart disclaims all other warranties with regard to Open Source Software including, without limitation, all implied warranties of merchantability, non-infringement, and fitness for a particular purpose, and (c) in no event will Hart or its Suppliers be liable for any special, direct, indirect, or consequential damages or any damages resulting from loss of use, data, or

profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of the Open Source Software even if Hart or its licensors have been advised of the possibility of such damages and whether or not such losses or damages are foreseeable.

Proprietary Rights and Notices. Customer acknowledges that although copyrighted, the Software embodies valuable trade secrets proprietary to Hart and Hart's licensors (including, but not limited to, its structure, organization, and source code). As between Hart and Customer, the Software (and all copies thereof) and the related documentation (and all copies thereof) are the copyrighted, proprietary, and confidential property of Hart and its licensors, and all right, title and interest in and to the intellectual property rights in and to the Software and any related documentation, including but not limited to all patent rights, copyrights, trademark rights, trade secret rights are owned by, belong to and remain with Hart and its licensors and not Customer. Customer will maintain the Software and related documentation in confidence and will not disclose any such information to any third party, or use such information for purposes other than expressly authorized herein. Hart and its licensors retain all right, title and interest in and to any and all trademarks and logos of Hart and its licensors displayed on or in the Software.

The terms of this Proprietary Rights and Notices Section are cumulative, and not exclusive, of any other confidentiality obligations between the parties, whether provided by law or agreement.

The breach of the Software license and restrictions and/or Customer's confidentiality obligations may cause irreparable harm to Hart, the extent of which would be difficult to ascertain. Accordingly, in addition to any other remedies to which Hart may be legally entitled, Hart will have the right to obtain immediate injunctive relief in the event of a breach of such terms by Customer without the requirement of posting a bond.

The Software provided hereunder is licensed and not sold. Customer may make one copy of the Software and documentation for back-up purposes. Customer will maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software and documentation in the same form and manner that such copyright and other proprietary notices are included on the Software and documentation. Except as expressly authorized in this Agreement, Customer will not make any copies of the Software and documentation without the express prior written permission of Hart.

Term and Termination. Unless otherwise expressly set forth in the applicable order, the initial term of this Agreement and the licenses granted herein is one (1) year commencing on the date of the purchase order, order acknowledgement or other signed agreement, as applicable, for the purchase of the Product(s) (the "Order Terms") and expiring on the first anniversary date. Client may renew this Agreement before its expiration or termination by paying the annual fee invoiced by Hart as provided in the Order Terms before the anniversary date immediately following the date of invoice. Except as otherwise provided in the Order Terms, each renewal term will be a one-year (1-year) term, commencing on the expiration of the prior term and expiring on the immediately following anniversary date. This Agreement and the licenses granted herein will automatically terminate at the end of the then-current paid up annual term if Customer has elected not to or has failed to timely make full payment to Hart of the invoiced annual fee required to renew the term. Customer may terminate this Agreement and the license at any time by destroying all copies of the Software and documentation. Customer's rights under this Agreement will terminate immediately without notice from Hart if Customer fails to comply with any provision of this Agreement. Upon termination, Customer will discontinue use of and destroy all copies of the Software and documentation in its possession or control. All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty will survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License" will survive termination of this Agreement.

Customer Records. Customer grants Hart and their independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer will within 60 days pay to Hart, as applicable, the appropriate license fees, plus the reasonable cost of conducting the audit.

U.S. Government End User Purchasers. If Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, Specifications or other related materials of any kind, including technical data ("Software and Documentation"), is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The Software and Documentation is commercial computer software and commercial computer software documentation. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

GENERAL TERMS APPLICABLE TO THE LIMITED WARRANTY STATEMENT AND END USER LICENSE AGREEMENT.

Disclaimer of Liabilities. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL HART OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCTS OR OTHERWISE AND EVEN IF HART OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO DATA. IN NO EVENT WILL HART'S OR ITS SUPPLIERS' LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Product or any other product or services delivered by Hart. Customer acknowledges and agrees that Hart has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

The Limited Warranty and the End User License Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as it may be enacted in the applicable jurisdiction will not apply to this Agreement. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes (except as set forth in the order of precedence paragraph set forth at the beginning of this Agreement) any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement has been written in the English language, and the English version will govern.

Compliance with Laws. The Product will meet the certification requirements, if any, in place on the effective date of the purchase order for the Product. Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware and Software. Hardware and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Hardware or Software.

Assignments. Hart may assign this Agreement or its interest in any Hardware or Software, or may assign the right to receive payments, without Customer's consent. Any such assignment, however, will not change the obligations of Hart to Customer that are outstanding at the time of assignment. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this HVS Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

LIMITED WARRANTY

Limited Software Warranty. Hart warrants to Customer with respect to the Hart software known as Hart ePollBook™ delivered to Customer with or as part of the Product ("Software") that for 90 days from the date of shipment the Software will perform materially in conformance with the user manuals, release notes, and other technical materials provided to end users of the Products and delivered by Hart to Customer under this Agreement ("Documentation"). Hart does not warrant that the Software will meet all of Customer's requirements or that the use of the Software will be uninterrupted or error-free. The foregoing warranty applies only to failures in operation of the Software that are verifiable and does not apply to: (i) Software that is modified or altered by Customer or any third party, without Hart's express written authorization and direct supervision, (ii) Software that is otherwise operated in violation of this Agreement or other than in accordance with the Documentation, or (iii) failures which are caused by other software or hardware products which are not Products. As Customer's sole and exclusive remedy and Hart's entire liability for any breach of the foregoing warranty, Hart will, at its sole option and expense, promptly repair or

replace such medium or Software, or terminate the applicable Software license and refund to Customer the applicable fees paid upon return of the Product for a refund. For purposes of this Limited Software Warranty only, the term "Software" includes Open Source Software. In addition, due to the continual development of new techniques for intruding or attacking networks, Hart does not warrant that the Software will be free of vulnerability to intrusion or attack.

Hardware Warranty Terms. All hardware delivered as part of the Product is hardware provided to Hart by third party suppliers ("Hardware"). Such Hardware includes software pre-installed by such third party suppliers ("Third Party Software"). The Hardware and Third Party Software is not warranted by Hart. Hart will, to the extent possible, flow down to Customer all applicable warranties provided by the manufacturer/licensor of such Hardware and any warranties provided through the third party supplier of the Hardware for Third Party Software. Customer shall contact the third party supplier of the Hardware directly for warranty support. Extended warranty support may be obtained directly from the third party supplier of the Hardware for the Hardware.

Warranty Exclusions. Neither Hart nor its independent contractors, suppliers, licensors or program developers (collectively, "Suppliers") has obligations or responsibilities of any kind, whether in warranty or to provide support services, with respect to: (a) problems caused by Customer's failure to install or use the Product in a suitable environment as specified by Hart or its authorized reseller, (b) problems which are not caused by defects in the Product, (c) problems caused by Customer's failure to implement and operate the Product in accordance with the Documentation and any other written instructions supplied by Hart or its authorized reseller, (d) problems resulting from Customer's failure to implement solutions, error corrections, and improvements to the Product supplied by Hart or its authorized reseller, (e) problems in the use or functioning of the Product caused by hardware or software not provided by Hart, or (f) any modifications or other alterations of the Product by any person or entity other than one authorized by Hart. No written or oral statement made about any Product by an employee or agent of Hart will be effective to extend or change the warranty for the Products. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty coverage.

DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. HART DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HART DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. CUSTOMER BEARS THE ENTIRE RISK AS TO QUALITY AND PERFORMANCE OF THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH. HART'S DISCLAIMER ALSO APPLIES TO ANY OF SUPPLIERS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion will apply even if the express warranty above fails of its essential purpose.

SOFTWARE SUPPORT SERVICES

Description of Software Support Services. Subject to the terms and conditions of this Agreement, Hart will provide Customer the Software Support Services described below. Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Warranty Exclusions above. Hart shall have no obligation to provide any onsite support. If Hart, in its discretion, provides Support Services (including onsite support) in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses.

General Software Support. General Software Support will consist of assisting the Customer in the general operation of the Hart Software. Requests for such assistance must be initiated through Hart's on-line Help System or through a request to the Hart Customer Support Center (CSC) during regular hours of operation via telephone, email, or fax.

Software Support Services. Software Support Services will consist of periodic updates and any software "bug" corrections to Hart Software. A software "bug" is any malfunction that prevents the Hart Software from performing substantially as described in the then-current operator's manual for the Hart Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Hart reserves the right to

determine whether any reported, claimed software malfunction is in fact a "bug." Software "bugs" must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a short term or permanent remedy.

Customer Responsibilities. Client shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Hardware and Software and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Hardware and Software to operate properly. Client shall properly store the Hardware and Software when not in use.

Customer Suggestions and Recommendations. Customer may propose, suggest, or recommend changes to the Hart Software at any time in writing to Hart. Such proposals, suggestions, or recommendations will become Hart's property. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Hart Software updates. Hart is under no obligation to change, alter, or otherwise revise the Hart Software according to Customer's proposals, suggestions, or recommendations.

Software Support Services Contact Information. Support contact information is as follows:

Customer Support Center:	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax:	1-512-252-6925 or 1-800-831-1485
E-mail Address:	hartsupport@hartic.com
Online Help System:	http://hartsupporthartic.com
Hart InterCivic, Inc. Switchboard:	1-800-223-HART (4278)