

1999-2000

**SEQUOIA PACIFIC VOTING EQUIPMENT INC.
ANNUAL EDS ELECTION MANAGEMENT
SOFTWARE MAINTENANCE AGREEMENT**

This agreement is entered into this the 3rd day of June, 1999, between Sequoia Pacific Voting Equipment Inc. with offices located at 811 North Main Street, Jamestown, New York 14701, hereinafter referred to as SPVE and Union County, New Jersey, with offices at 2 Broad Street, Elizabeth, New Jersey 07207, and hereinafter referred to as LICENSEE.

SPVE agrees to sell and LICENSEE agrees to purchase a five (5) PC License, for as long as the LICENSEE uses the EDS Election Management Software product and SPVE provides the services defined hereinafter, the Annual EDS Election Management Software Maintenance Agreement. The price of Ten-thousand dollars (\$10,000) is to become payable annually beginning one year from the date of the initial installation. SPVE reserves the right to adjust this fee from time to time with sixty (60) days advance notice to the LICENSEE, but such change cannot exceed a 10% increase in any given year. This agreement will automatically renew annually.

As part of the Annual EDS Software Maintenance Agreement, SPVE agrees to provide the LICENSEE the following:

1. Free telephone support on election day for the hours from 8:00 a.m. to 5:00 p.m. EST or such other days and hours as are reasonably requested in advance.
2. On-site support at any time at the rates then in effect at the time of the support request.
3. An EDS warranty extension which includes, at no charge, software upgrades, correction of software errors, and the documentation as it shall be released to support the above.
4. Telephone support during normal business hours of 8:00 a.m. and 5:00 p.m. EST, or such other times as may be arranged by the LICENSEE in advance, up to eight (8) hours after which time phone support will be billed in quarter hour increments at the reduced rate of \$60 per hour.
5. Custom DOS EDS software modifications as may be mutually agreed between the SPVE and LICENSEE at the reduced rate of \$75 per hour.
6. Invitation to product training seminars, if any, at reduced rates.
7. Other services or communication as SPVE may provide from time to time.

The LICENSEE agrees that for the purposes of telephone support, there shall be a single point of contact with the LICENSEE. The LICENSEE'S contact person is **Joanne Rajoppi**.

This agreement has been executed by the LICENSEE and SPVE as of the day and year first above written and LICENSEE in executing this agreement acknowledges that it has read and understands all provisions contained herein.

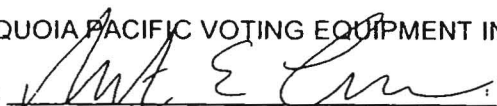
Amounts expended pursuant to this agreement shall not exceed the control amount without written amendment hereto.

BY: _____

TITLE: _____

DATE: _____

SEQUOIA PACIFIC VOTING EQUIPMENT INC.

BY:  _____
Robert Click, General Manager