

2002 - 2003

**SEQUOIA VOTING SYSTEMS INC.
ANNUAL WinEDS SOFTWARE LICENSE AGREEMENT**

This agreement is entered into this the 1st day of July, 2002, between Sequoia Voting Systems Inc. with offices located at 811 North Main Street, Jamestown, New York 14701, hereinafter referred to as SVS and Union County, New Jersey, 2 Broad Street, Elizabeth, New Jersey 07207, and hereinafter referred to as LICENSEE.

SVS agrees to sell and LICENSEE agrees to purchase, for as long as the LICENSEE uses the WinEDS® product and SVS provides the services defined hereinafter, the Annual WinEDS® Software License Agreement. The price of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) is to become payable annually beginning one year from the date of the initial WinEDS® installation. SVS 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 WinEDS® Software License Agreement, SVS agrees to provide the LICENSEE the following:

1. Unlimited use of the WinEDS® software by the Licensee. Please Note: Unlimited use pertains to the WinEDS® software only. Licenses for third party software used in conjunction with WinEDS such as Microsoft® SQL Server, Word, and Visio must be purchased separately from the third party vendor.
2. On-site support at any time at the rates then in effect at the time of the support request.
3. A WinEDS® warranty extension which includes, at no charge, software upgrades and the documentation as it shall be released to support the above.

The LICENSEE acknowledges that the LICENSEE'S WinEDS® license may expire by its failure to pay, on a timely basis, the Annual License Charge.

This agreement has been executed by the LICENSEE and SVS as of the day and year first above written and LICENSEE in executing this agreement acknowledges that it has read and understands all the provisions contained and represents as to those provisions not understood, that the LICENSEE has obtained the advice of legal counsel with respect to their signing.

BY: *Grace Ryznar*
 TITLE: *Union County Clerk*
 DATE: *July 20, 2002*

SEQUOIA VOTING SYSTEMS
 BY: _____