END USER MUNICIPALITY LICENSE AGREEMENT

This End User License Agreement ("EULA"), effective as of the signature date ("Effective Date"), is by and between _____ ("Municipality"), and WI Civic Duty, Inc. ("Company"). Company and Municipality are each a "Party" and collectively the "Parties" to this EULA.

1. Grant of License.

Subject to the terms of this EULA, Company grants a license exclusively to the Municipality and its employees ("End Users") to use: (i) the Vote Movr Widget provided by PF Data, LLC (the "Services") to lookup voter registration status and capture entered data; (ii) the associated written documentation ("Documentation"); and, (iii) any updates, revisions or upgrades of the Services or the Documentation provided to Municipality (each an "Update") (the Services, the Documentation and any Update are, collectively, the "Software").

The Municipality is responsible for the safekeeping, proper use and management of all passwords or other access controls to the Software. The Municipality shall securely store (and ensure its Authorized Users securely store) the passwords to the Software and ensure the passwords are used only for the uses permitted under this EULA. If the Municipality learns of any loss or unauthorized use of passwords, the Municipality shall promptly notify Company of the same.

2. Prohibited Use.

The Municipality shall not nor permit any party, including any End User, to: (i) use the Software for the benefit of any third party, including without limitation, in an outsourcing or timesharing arrangement; (ii) sell, lease, sublicense, distribute, or otherwise transfer the Software or Municipality's usernames to any person, firm, or entity; or, (iii) copy, modify, adapt, translate, decompile, disassemble, create or attempt to create, by reverse engineering or otherwise, the source code or object code supplied hereunder in part or in whole. The Municipality shall not sell, reproduce, publish, disseminate or sublicense any portion of the Software. Further, under no circumstances does the Municipality or its End Users have any right to reverse, engineer, decompile, disassemble, modify or translate the Software. Municipality and its End Users agree not to access (or attempt to access) any of the Software by any means other than through the interface that is provided. All rights not expressly granted to the Municipality herein are hereby reserved.

3. Ownership.

The Municipality acknowledges this is a license agreement and not an agreement for sale. The Municipality shall not have any rights to or interest in any worldwide Intellectual Property Rights that are embodied in or related to the Software. For purposes of this EULA, the term "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The Municipality may not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Software. The

Municipality shall own all data submitted, uploaded, or created through its use of the Software ("Municipality Data"). PF Data, LLC will have no ownership or Intellectual Property Rights in Municipality Data and will only use or access Municipality Data solely for the purpose of providing the Software. Company will have no ownership or Intellectual Property Rights in Municipality Data and will not access or use Municipality Data in any manner or for any purpose.

4. Suspension.

Company may suspend this EULA at any time upon reasonable suspicion that Municipality or its End User have breached this EULA or for any other reason. Upon any such termination or expiration, the Municipality shall no longer be permitted to use the Software.

5. Term and Termination.

The term of this EULA shall equal one (1) year starting from the Effective Date ("Term"). Upon the expiration of the initial Term, renewal of the Term will occur automatically on a month to month basis unless otherwise agreed upon by the Municipality and Company in writing. Either party may terminate this EULA by giving the other party thirty (30) days written notice. This EULA and its license shall automatically terminate upon the end of a Term as detailed herein or upon Municipality's failure to comply with any of the terms of the EULA. Municipality shall have thirty (30) days after the date of termination to access the Software in order to retrieve, download or export all Municipality Data. After such time, the Municipality shall no longer have access through its username to the Software or Municipality Data.

6. Indemnification.

To the extent permitted by law, Municipality agrees to indemnify, defend, and hold harmless Company from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Municipalities or its End User's breach of this EULA.

7. Disclaimer of Warranties.

COMPANY DISCLAIMS WARRANTIES RELATED TO THE SOFTWARE AND DOES NOT MAKE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SOFTWARE.

8. Limitation of Liabilities.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF COMPANY FOR ALL CLAIMS RELATING TO THIS EULA SHALL BE LIMITED TO TWO HUNDRED DOLLARS ($200). SUBJECT TO APPLICABLE LAW

NEITHER PARTY IS LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR (ii) DAMAGES RELATING TO SECURITY, THEFT OR LOSS OF DATA, VIRUSES, OR SPYWARE. THE ABOVE LIMITATIONS APPLY EVEN IF COMPANY AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EULA SETS FORTH THE ENTIRE LIABILITY OF COMPANY AND IS MUNICIPALITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE.

9. Export Restrictions. The Municipality agrees to comply at all times with the provisions of all applicable laws and regulations regarding export controls or technology transfer restrictions of any applicable jurisdiction, including without limitation, those of the United States Departments of Commerce and State.

10. Severability. If any provision of this EULA is held void and unenforceable, the provision shall not render the EULA unenforceable.

11. Entire Agreement. This EULA contains the entire agreement between the parties with respect to its subject matter and may only be amended by the parties in writing.

12. Governing Law. This EULA shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to conflict of law principles. Venue and jurisdiction for any federal or state court litigation shall be Dane County, Wisconsin.

13. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

COMPANY: **MUNICIPALITY**:

By: _____   By: _____
Print Name: Print Name:
Title: Title:
Date: Date:

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