

INDEPENDENT VOTERS ALLIANCE (IVA)©
ELECTRONIC END USER LICENSE AGREEMENT

for IVA Web Pages©, IVA© support files, and IVA© instructional materials

NOTICE TO USER:

THIS IS A CONTRACT. BY COPYING THIS SOFTWARE FOR USE OR MODIFICATION YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Independent Voters Alliance (IVA)© Electronic End User License Agreement must accompany the IVA Web Pages©, IVA© support files, and IVA© instructional materials “Software” product. The term “Software” also shall include any upgrades, modified versions, or updates of the Software licensed to you by the IVA, Richard L. Stevenson, or RLS Design as the owners of the IVA copyrights. The term “Software” also shall include any edited IVA Web Pages©, IVA© support files, and IVA© instructional materials edited by the licensee for any use whatsoever or by any means whatsoever.

Please read this Agreement carefully. After you have read this agreement, you can make a decision to accept this agreement, in which case you will be able to use the Software to modify and publish IVA Web Pages© to the Internet for electoral districts where you maintain your status as a legally registered voter, or, if you do not wish to accept this Agreement in all its particulars, to decline this agreement, in which case you will not be able to modify or use the Software anywhere for any purpose whatsoever.

Upon your acceptance of this Agreement, the IVA, Richard L. Stevenson, and RLS Design grants to you a nonexclusive license to use the Software for the sole purpose of operating IVA Web Pages© as an IVA participant on a non-commercial basis, provided that you agree to the following:

1. RESTRICTIONS. You agree to not modify, adapt, or use the IVA Web Pages©, IVA© support files, and IVA© instructional materials for any bipartisan use whatsoever that may benefit or accrue to the benefit of any person or organization related in any manner whatsoever to the Democratic and Republican Parties, their Candidates, their committees, their subdivisions, or supporters of their activities on any level. The Software is licensed and distributed by the IVA, Richard L. Stevenson, and RLS Design for the sole purpose of expanding ballot access for the direct benefit of all non-partisan independent voters in each of the United States of America and to establish self-government for all the people of the United States of America.

All persons associated with the Democratic Party or the Republican Party are expressly prohibited from possession of or use of any IVA Web Pages©, IVA© support files, IVA© instructional materials, or derivative IVA© Software materials for any purpose whatsoever.

2. USE OF THE SOFTWARE.

— You may copy the Software on to a hard disk or other storage device; copy the Software on to a file server for use on a network for the purposes of (i) permanent installation onto hard disks or other storage devices or (ii) use of the Software over such network; and to make backup copies of the Software. All copyright information and trademark information including this License Agreement will be fully retained everywhere a copy of the Software is stored or used. All copyright information and trademark information will be retained on every IVA Web Page© as modified and published to the Internet. All references to Common Sense II Political Reforms (CSII)© will be retained in the Software and on every IVA Web Page© published to the Internet.

— You may make and distribute unlimited copies of the Software, including copies for non-commercial distribution, as long as each copy that you make and distribute contains this License Agreement and the same copyright and other proprietary notices pertaining to this Software that appear in the Software. If you downloaded or copied the IVA Software from the Internet or similar on-line source, you must include all IVA© copyright notices and this License Agreement with any on-line distribution, or distribution on any media, of the Software, to include any version or modification of any part of the Software.

— The licensee will not modify the text content of the Software unless by written majority consent of duly elected State IVA Central Committee members, Richard L. Stevenson, or RLS Design designees. The only modifications allowed by this license agreement are to all hyperlinks necessary to permit

the web pages to function properly for the intended Internet web page location. Also, text can be re-written on all Software pages in the specific instance where the new text is necessary to make the Software fully comply with the state law under which the IVA web pages© are operated. The Software text must accurately reflect details of state election law in each state. Modifications to comply with and reflect state law in each state are subject to the review and approval of the relevant duly elected State IVA Central Committee, Richard L. Stevenson, or RLS Design designees.

3. COPYRIGHT AND TRADEMARK RIGHTS. The IVA, Richard L. Stevenson, RLS Design and their suppliers own the Software; and the Software's structure and organization are the valuable trade secrets of the IVA, Richard L. Stevenson, RLS Design and their suppliers. United States Copyright Law also protects the Software. You may use trademarks (and Logo versions contained in IVA Software) only insofar as required to comply with *Section 2.* of this Agreement and to identify printed output produced with the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark (Logo) does not give you any rights of ownership in that trademark (Logo). Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

4. NO WARRANTY. The Software is being delivered to you AS IS and the IVA, Richard L. Stevenson, and RLS Design makes no warranty as to its use or performance. The IVA, Richard L. Stevenson, and RLS Design AND their SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. The IVA, Richard L. Stevenson, and RLS Design AND their SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL the IVA, Richard L. Stevenson, and RLS Design OR their SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF the IVA, Richard L. Stevenson, or a RLS Design REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

5. GOVERNING LAW AND GENERAL PROVISIONS. This Agreement will be governed by the laws of the State of Ohio, U.S.A., excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified per written permission signed by at least thirty-four duly elected IVA State Chairpersons, by Richard L. Stevenson, or by RLS Design designees.

Unpublished-rights reserved under the copyright laws of the United States. Independent Voters Alliance (IVA), P.O. Box 123, Hillview, KY 40129-0123.

YOUR ACCEPTANCE OF THE FOREGOING AGREEMENT WAS INDICATED DURING THE PROCESS OF YOUR COPYING IVA FILES TO YOUR HARD DRIVE OR OTHER STORAGE DEVICE FOR YOUR USE OR MODIFICATION.

IF YOU DO NOT ACCEPT THE FOREGOING AGREEMENT IN ANY DETAIL WHATSOEVER, YOU MUST REMOVE ALL IVA SOFTWARE FILES, AS RECEIVED OR MODIFIED, FROM ANY AND ALL STORAGE DEVICES AND DESTROY ANY AND ALL COPIES OF IVA SOFTWARE FILES, AS RECEIVED OR MODIFIED, IN YOUR POSSESSION OR UNDER YOUR CONTROL.

MODEL LOCAL IVA PAGES: <http://cs2pr.us/hamco/>