

KanVote™

Subscription Agreement

This Agreement is entered into between you (hereinafter “Subscriber”) and Sharp Connections, LLC, a limited liability company organized under the laws of the State of Kansas (hereinafter “Sharp”), and contains the terms and conditions upon which Sharp agrees to provide you goods and/or services through the KanVote™ program and is set forth in its entirety below. Please read this Agreement carefully. By clicking “I AGREE”, you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

1. Subscriber is purchasing a subscription to the KanVote™ service (the “Service”) as provided by Sharp (the “Subscription”).
2. The Subscription will include providing Subscriber:
 - a. A completed application, meaning all required data entered into the application and only needing the Subscriber’s signature, for advance ballot for each election for which they are eligible during the Term (as hereinafter defined) of this Agreement (the “Application”); and
 - b. A pre-addressed, business reply envelope, postage pre-paid by Sharp (the “Reply Envelope”).

Sharp agrees to provide the above by depositing the Application and the Reply Envelope in the U.S. Mail, postage prepaid, addressed to the Subscriber at the address provided by Subscriber in connection with their enrollment in the Subscription at least thirty (30) days in advance of the election the Application pertains to.

3. This cost of the Subscription will be \$10.00 due and payable to Sharp Connections, LLC prior to Sharp enrolling Subscriber to the Service.
4. The term of the Subscription shall commence on January 1 or upon the Subscriber’s acceptance of this Agreement, whichever is later, and shall expire on December 31 of each calendar year unless sooner terminated as provided herein (the “Term”). Sharp may terminate this Agreement at any time in its discretion upon notice to Subscriber. Subscriber shall receive a refund of \$10.00 if Sharp terminates the Agreement prior to July 1 of each year and a refund of \$5.00 if Sharp terminates the Agreement on or after July 1 of each year.
5. SHARP DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND ANY OTHER DATA, INFORMATION, OR OTHER MATERIAL FURNISHED TO LICENSEE HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE CONDITION THEREOF; CONFORMITY TO ANY REPRESENTATION OR

DESCRIPTION; THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN; AND WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6. In no event shall Sharp be liable to Subscriber or any third party for any incidental, special, exemplary, or consequential damages; or any claims or demands brought against Subscriber, even if Sharp has been advised of the possibility of such damages.
7. Subscriber agrees to waive any right to seek an injunction or other equitable relief to enforce this Agreement.
8. Subscriber agrees that in any action for damages for breach of this Agreement the damages recoverable by either party shall be limited to the ten dollar (\$10.00) subscription fee.
9. Any notice due or to be given hereunder to Sharp shall be in writing by U.S. certified mail or commercial delivery service such as Federal Express and delivered to Sharp at Sharp Connections, LLC, 21109 W 81st Terrace, Lenexa, KS 66220.
10. The obligations of this Agreement are personal to Subscriber. Subscriber may not assign or transfer its rights or obligations under this Agreement without prior written consent of Sharp.
11. Should any provision of this Agreement be held to be unenforceable, the Agreement and remaining provisions shall survive and be treated as if the unenforceable provision were not included herein.
12. This Agreement shall be governed in accordance with the laws of the State of Kansas. Any dispute arising out of this Agreement shall be finally and exclusively settled in the state located in Johnson County in the State of Kansas or the federal courts located in Wyandotte County in the State of Kansas.
13. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof, and may only be amended by a writing executed by both parties.
14. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be deemed or construed to confer any rights or third-party beneficiary on any person.