

EVoteOnline.com Electronic Voting Contract (REVISED Jan 2010)

General Information

EVoteOnline.com provides online electronic voting as part of a range of services offered through MJC Online Solutions LLC. This contract is between MJC ONLINE SOLUTIONS LLC, hereafter referred to as EVoteOnline/WE/US/OUR, and the name of the Contracting Organization appearing on the final page of this contract, hereafter referred to as YOU/YOUR and CLIENT.

This contract exists solely between the two parties for specified voting services and only for the timeframe mentioned herein. Only representatives authorized to enter into contractual agreements should sign this contract and should be familiar with all parts before doing so.

Be sure to download a copy of this contract for YOUR records. Copies must be signed in ink and mailed along with payment to: MJC Online Solutions LLC, Attn: EVoteOnline, P.O. Box 9105, Green Bay, WI 54308-9105.

Terms of Contract

Specific details of YOUR election are outlined on the final page of this contract. EVoteOnline agrees to do the following:

- 1) Provide webserver space and maintain that space for the time allotted to CLIENT'S pre- and post- election processes,
- 2) Provide valid email and postal addresses for submitting nomination and other election information and for contacting US regarding technical issues,
- 3) Assign the CLIENT a unique Election Code and CLIENT'S members individual Account Names and Passwords in order to access ballots and other information relating to CLIENT'S election,
- 4) Notify each member with voting rights of the pending election via email or postal mail, as specified herein,
- 5) Offer a secure and private electronic voting "booth" at www.EVoteOnline.com for CLIENT'S membership to access at any time in the period specified on the final page of this contract, but for no more than fourteen (14) days. (For exceptions, see subsection regarding Close Elections),
- 6) Send paper ballots through regular mail postmarked no later than three (3) days prior to the starting day of YOUR election and quickly process ballots returned by postal mail from members without Internet access,
- 7) Computer generate all nomination forms for candidates and forward this information to the CLIENT contact person named on the final page of this contract,
- 8) Computer generate election and post the election results almost immediately after election closing,
- 9) Assign CLIENT a separate Administrative Account/Password to access posted election results,
- 10) In the case of close elections, notify CLIENT of pending results and if necessary, to also hold a runoff election as outlined in CLIENT bylaws and articles of organization and provided for on the final page of this contract,
- 11) Hold all election results for a period of up to thirty (30) days following the election for online review and printing,

- 12) Destroy all paper ballots and delete online election results after the period outlined in this contract and
- 13) Keep confidential all personal data of CLIENT's members, voting trends during election and the election results.

YOU, the above named CLIENT, agree to:

- 1) Hold elections for legal business activities only and submit as candidates on YOUR ballot only names of actual, living persons,
- 2) Prepay for voting services with checks written in good faith and drawn from United States banking establishments. YOU further agree that if Runoff Election services are needed, you will be billed soon after the first election closing and agree to pay this bill prior to US releasing Runoff Election results.
- 3) Use the assigned Election Code only as contracted. YOU agree that no attempt will be made to sell, lend, give, lease, trade, barter, or in any other way share or provide any other organization(s) access to YOUR contracted and reserved server space,
- 4) Submit a valid, working email for a single contact person who will receive emailed nomination information and for US to contact regarding technical issues throughout the election process,
- 5) Submit valid working emails and/or postal addresses for all members with voting rights by the date outlined in this contract in a manner as described in the subsection on Notifying Members and that failure to do so could cause a delay in election processes through no fault of US,
- 6) Grant permission for US to send private email reminders directly to YOUR members as described in the Election Process Timeline,
- 7) Provide US complete and appropriate candidate narratives and photos as well as other information needed to set up YOUR ballot, and release to US the limited right to use YOUR organization logo and other copyrighted materials, if needed, for a period of thirty (30) days post election,
- 8) Provide US written documentation giving US plans for action to follow close election results, or submit photocopies of bylaws or voting regulations pertaining to YOUR election rules. Either submission should explain what constitutes the terms "a winning candidate" and "sufficient voter turnout,"
- 9) Access election results using YOUR Administrative Account Name and Password and to make these results available to YOUR members, either by YOU sharing this account/password information or YOU printing out and distributing these results within thirty (30) days of the election closing, and
- 10) Permit MJC ONLINE SOLUTIONS LLC to confidentially destroy all paper ballots after the election closing.

Statement of Nonbiased Operations

EVoteOnline.com has no ownership in or material interest in any organization using electronic voting services and makes no claims of support toward any political, charitable, educational or other causes for which electronic voting services have been contracted.

To ensure fair elections, WE defer to CLIENT bylaws, Articles of Organization or other regulations governing the rights to fair election process. If it is in accordance, WE allow a short narrative platform along with a photograph for each candidate. *Comments on opponent qualifications/platforms and advertisements are not permitted at a candidate's weblink.* Also, WE will not give out an approximation of votes midway through an election (voting trends) or engage in any form of exit polling that could favor one candidate over another. If a Runoff Election occurs, only after the General Election closes will voting information and percentage splits between candidates be released.

Confidentiality and Privacy Protection Statement

WE hold the identity of all persons with voting rights in the strictest confidence. Only members of YOUR organization should have access to the Election Code reserved for YOUR election. Every potential voter will be given a unique Account Name and Account Password to cast a ballot. Members may confidentially review all candidates by clicking on a name and going to his/her weblink. *To protect identity, EVoteOnline.com operates a secure Internet site of the type used to collect credit card information for Electronic-commerce. This site is guaranteed to be free from spamming, sponsor information, banner advertisements and hit counters.*

Once votes are submitted and the ballot is cast, neither the password nor voting selections can be altered. Emails from US regarding YOUR election are singularly addressed to each member so that no other member is aware that others may or may not have voted. Furthermore, EVoteOnline does not engage in ANY personal information exchange about YOUR membership with any outside companies.

Notifying Members and Election Timeline

WE will attempt to contact all members with voting rights regarding YOUR election. YOU must compile a list of member names and either a working email address or a valid postal address and email this information to: Elections@EvoteOnline.com. If using Microsoft Word, submit the document no later than fourteen (14) days before the election start date. If using an Excel Table, ACCESS Database or ASCII. text file, submit it no later than seven (7) days prior to this date.

Elections run fourteen (14) days, unless CLIENT bylaws specifically state differently. The electronic voting "booth" opens at 8:01 a.m., Central Time, on the start date given in this contract and remains open until 11:59 p.m. on the date of election closing. WE send email reminders three times to notify members to log on to EVoteOnline.com and vote. The first one is sent on the first day of the election. A second reminder is emailed one week prior to the close of election and the third on the last day of voting, as stated on the final page of this contract. *Only those who have not yet voted receive these (singularly addressed) second and final reminders.*

Members without a working email receive a paper ballot only. Paper ballots are postmarked no later than four (4) days following the election start date. Members may choose to log on to EVoteOnline.com and vote if Internet access can be reached. Otherwise members fill out the ballot and send it to US by return mail. Paper ballots must be postmarked no later than three (3) days before YOUR election closing date to count in your election tally.

Undeliverable Mail/Switchover Option

Responsibility lies with the CLIENT to validate and to provide both working email and current postal addresses for all members with voting rights. EVoteOnline is not responsible for lost, misdirected, or illegible mail, for late ballot submissions, insufficient voter turnout, or election results connected to submission of email addresses that cannot receive OUR correspondence.

To maintain election integrity, WE offer a Switchover Option, which CLIENT must choose to accept or decline when filling out this contract. Accepting the Switchover Option automatically includes the person with a defaulting email address in the group to receive mailed paper ballots, which will be sent to the supplied postal address. Declining removes the person from the election process further. If accepted, CLIENT will be billed the difference between email

and postal mail services for all contracted election processes as listed on the final page of this contract. *Election results will not be released until all charges are paid in full.* For a nominal fee, CLIENT may purchase a complete list of defaulting emails for accurate record keeping, but should request this at the start of the contract.

The Voting Process

Candidate Platforms should be submitted as a Microsoft Word document sent as an email attachment to: TechSupport@EVoteOnline.com no later than 7 days prior to the election start date. Please put YOUR Election Code in the Subject heading when emailing us YOUR information.

Platforms consist of name, one photograph, an introduction paragraph with up to 125 words and a bulleted list of up to ten (10) items. Photos should be sent electronically as either a gif or jpg file. Candidate's names on the ballot are weblinks to this Platform.

The electronic voting "booth" is open at 8:01 a.m. C.S.T. and remains open until 11:59 p.m. C.S.T. on the start and end dates listed in this contract. Members must use the Election Code and uniquely assigned Account Name and Password to log in to EVoteOnline.com to cast votes, as well as view candidates and platform information. **Electronic ballots are cast only when the Submit option is chosen. This allows members to return if the review process of candidates is interrupted.*

Members receiving paper ballots can opt to vote online using the Election Code/Account Name/Password on the mailed ballot or may cast votes by return mail. To ensure polls close on time and results are available promptly, members returning paper ballots must: 1) Fill it out in ink, 2) Ensure Account Name/Password are intact and 3) Have ballots postmarked no later than three (3) days before the election ends. Results will be computer tallied and posted almost immediately to the Administrative Account. Access to results of YOUR election is granted only after election closing and payment of any additional fees. Special account access to the results is available for 30 days post election for CLIENT to access and inform members of results.

The Nomination Process

Because the voting process and bylaws can vary between states and organizations, WE will contact the person whose name appears on the final page of this contract in order to get the specific details on the current election. Please address an email to Nominations@EvoteOnline.com if you have concerns regarding the nomination or election process.

It is the responsibility of the CLIENT to contact all nominated candidates to confirm acceptance of the nomination; to inform the candidate of the materials required in Platform and throughout the election process; and to insure that these materials, including Platform and biographical information are both current and ethical.

Runoff Elections, Revotes and Primary Elections

Depending on organization bylaws, WE accept email instructions on YOUR action plan on how we are to proceed should close election results occur which should be included when submitting membership lists. YOU may also attach a photocopy of YOUR regulations to this application when sending by postal mail. *Photocopies of regulations and bylaws will be kept on file for referencing during future elections. YOU need only send this for YOUR first election unless recent changes have occurred; however WE can only be responsible for following through in the most recent manner WE have been instructed.*

If YOUR bylaws require a Primary Election to narrow the field of candidates, YOU may not schedule this primary as a General Election and request a Runoff Election as the true election. Primary Elections are scheduled and billed as a separate election. If election results are close, WE do not automatically conduct a revote/runoff for this situation.

If YOUR bylaws require a revote for close elections, this contract includes one additional email notification of the close election and pending electronic Runoff Election without additional charge. * Should this occur, WE will provide server space for one (1) Runoff Election without additional charge. For those revoting by paper ballot, CLIENT will be billed the rate listed on the final page of this contract under Fees for paper Postal Mail Ballots only. No charges apply for a revote by email address. ****CLIENT must pay Runoff Election fees before the results will be released. Results are held up for 30 days post election as with other election results.***

Election Results

Election results will be available at 8:01 a.m. C.S.T. on the day after the election ends. CLIENTS must access EVoteOnline.com using the Administrative Account to obtain the Election Summary. Under no circumstances will results be available before election closing. The Election Summary includes the names of candidates, number of votes acquired and percentage of votes for each. No personal data regarding who has or has not voted will be released under any circumstances.

After election results post, YOU have fourteen (14) days to notify US by email or in writing if YOU wish to schedule a Runoff election. WE will hold this Runoff as mentioned above with one email reminder sent for the follow up election. Results will be held in the server space reserved for YOUR election for up to thirty (30) days.

Election Tampering

YOUR electronic election is subject to organization bylaws and all federal and state laws regarding voting. At OUR option, an election may be ceased and/or immediately canceled if it appears election tampering has occurred. Signs of tampering include, but are not limited to, providing false information in attempts to alter election results, multiple vote casting, altering OUR copyrighted programming code, allowing unauthorized use of YOUR allotted server space or knowingly conducting this election in conflict to governing regulations.

Errors, Omissions, Late Entrants

WE cannot be responsible for errors due to late or incorrect information submission, for omissions or for incomplete results due to insufficient voting process. Members must follow all instructions exactly for successful electronic voting. In fairness to the voting process, if bylaws permit, an original candidate roster will only be altered to accept Late Entrants if one or more positions has a candidate running for office uncontested.

Late Entrants may be added up to four (4) days before the first day of the election. No additional charges apply, however, information on Late Entrants should be submitted in the manner as described in the section on The Voting Process and should be submitted by email to: Nominations@EVoteOnline.com. WE cannot guarantee a Late Entrant will appear on YOUR ballot if candidate materials are not submitted in complete form at least 96 hours before YOUR election start date entered on the last page of this contract.

Denial of Access

It is unlikely that an inability to access EvoteOnline.com would exist for an extended period of time. Temporary denial of access could occur for several reasons, which cannot be predicted or controlled by US. Denial of access could occur temporarily if a server is knocked offline, if the system shuts down because unauthorized access (“hacking”) has been attempted, for periods of maintenance and during timeframes of high traffic demands.

EVoteOnline will extend the election process a proportionate amount of time should an unacceptable length of denial of access occur. Members would then be notified of the new closing date and reasons for extension in an email. Should YOU experience any denial of access, report this to US at: TechSupport@EVoteOnline.com.

Refusal of Service

WE retain the right to refuse service to or cancel all electronic activities without notice for any person or group that seeks to tamper with the results of this election, that does not follow election laws of the United States of America or regulatory guides of the CLIENT. WE also retain the right to place a hold on elections that do not meet the terms of this contract and cancel illegal elections. WE additionally retain the right to either place on hold or to cancel elections where the CLIENT uses electronic voting services after remitting payment from a checking account with insufficient funds.

Right to Cancel

WE understand YOU enter into this contract in good faith by YOUR authorized representative's signature on the final page of this contract. Should YOU have unforeseen circumstances arise where YOU would need to cancel this contract, certain restrictions apply to issuing a refund.

Only the person whose name is entered on the final page of this contract (the Organization Contact Person) has the right to take action to cancel OUR services. YOU should send an email to: Sales@EVoteOnline.com or notify us by regular mail as soon as possible. No phone cancellations can be accepted. Email cancellations are effective the date sent and are preferred. Cancellations confirmed by regular mail are effective on the date received at our location and will be confirmed by email response to the email address given on the final page of this contract.

By signing this contract, YOU agree to the terms in this contract and that the initial setup fee given on the final page of this contract is nonrefundable. A refund schedule will apply as follows: If canceling prior to start of YOUR nominations or primary election, all amounts (100%-less setup fee) will be returned in full. If the nomination process has begun or if nominations have ended but the general election has not begun, one-half the amount (50%-less setup fee) will be refunded. If the election has begun and YOUR voting booth is open, or if the date for US to mail out paper ballots has passed, no amount will be refunded.

Contacting US and Completing Your Application

Print out a copy of the complete contract. YOU will need two (2) copies of the application, which is the final page of this contract. Fill out all lines completely and retain a copy for your records. *Fees for services must be paid at the time of application. Be sure to sign YOUR application.*

Because of the nature of our services, WE can only accept a business check, cashier's check or money order payable to MJC Online Solutions LLC. Mail YOUR payment together with your application to US at: MJC Online Solutions LLC Website Enhancements, Attn: Electronic Voting, P.O. Box 9105, Green Bay, WI 54308-9105.

If YOU have questions regarding the contract, making an application or the voting process, send an email to US at: CustomerService@EVoteOnline.com. YOU will receive email confirmation as soon as YOUR application has been received.

Application for Electronic Voting Services

Applications must be signed. We cannot set up accounts/passwords without valid email address and a completed timeline for your election. If we have questions regarding the application, we will contact you immediately.

DATE: _____ Number of Voting Members: _____
Full Name of Organization: _____
Contact Person: _____ **Email:** _____
Phone: _____ **Alt Phone:** _____

NOTE: All elections begin at 8:01 a.m. Central Standard Time and end at 11:59 p.m. Central Standard Time. Results will be posted to the Administrative Account at 8:01 a.m. the day following election close.

SERVICES	Length	Starting Date	Results Available on:
Nominations for General Election			
Primary Election			
General Election			

FEES and CHARGES	Price	Number	Total
Organization Setup Fee	-----	-----	\$ 85.00
Nominations (Email Only)	NO charge*		
Nominations (Postal Mail)	\$ 0.80 per member		
Primary Election (Email Only)	\$ 0.65 per member		
Primary Election (Postal Mail)	\$ 0.95 per member		
General Election (Email Only)	\$ 0.65 per member		
General Election (Postal Mail)	\$ 0.95 per member		
Additional Email Reminder	\$ 20.00 each		
List of Undeliverable Emails	\$ 20.00		
TOTAL AMOUNT DUE			

*NOTE: Nominations are not offered as a separate service at this time. Emailed nomination requests are included for organizations contracting for other electronic services.

Switchover Option for undeliverable email addresses: Accept Decline

By signing below, I agree to all terms within this contract as an authorized representative of the above named organization.

 Signature of Client's Authorized Representative

FOR OFFICE USE ONLY BELOW THIS LINE

RECD _____ AMT _____ CH # _____ ECODE _____ ADPASS _____

NST _____ NEND _____ PST _____ PEND _____ GST _____ GEND _____

LIST by MW EXC ASC ADB Comments: _____

SLATES by _____ Email1 _____ Email2 _____ FinalEmail _____ Addl _____