PENNSYLVANIA DEPARTMENT OF STATE

ATTACHMENT C TO THE DIRECTIVE FOR ELECTRONIC VOTING SYSTEMS

INDEMNIFICATION AND WARRANTY

For valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned, Corporate Name, a corporation of State, having a mailing address of Address, "Corporate Name", for itself and its agents, successors and assigns, states the following with respect to election-related products manufactured and/or sold by Corporate Name that have been certified according to statute by the Secretary of the Commonwealth of Pennsylvania ("The Products"):

I. INDEMNIFICATION

A. Corporate Name hereby indemnifies and agrees to hold harmless the Commonwealth of Pennsylvania and any election jurisdiction therein (collectively referred to as "Pennsylvania") from and against any and all claims of third parties arising out of or in connection with the use by Pennsylvania of The Products and based upon allegations that any of The Products infringe one or more patents or copyrights owned by, or under which rights are held by, such third parties, provided Pennsylvania notifies Corporate Name in writing of any such claims within sixty (60) days after receipt thereof by Pennsylvania; Corporate Name will respond to Pennsylvania within thirty (30) days after receipt of such notification. All fees, costs and damages related to such third party claims and defense or settlement thereof, including, without limitation, attorney fees, court costs, expenses and damages resulting from any injunction prohibiting Pennsylvania's use of The Products, shall be borne by Corporate Name, provided, however, that Corporate Name shall have the right to select its own counsel for defense of any such claim.

II. WARRANTIES

Corporate Name hereby warrants and represents as follows:

A. That The Products conform to all applicable requirements of 25 P.S. §3031.7.

B. That neither The Products nor any separable component thereof will be sold or otherwise transferred to Pennsylvania by Corporate Name unless such Product or component has been duly certified by Pennsylvania for election use.

C. That it has the right to manufacture and/or sell The Products free of any known patent or copyright claim of any third party.

D. That it will notify the Secretary of the Commonwealth of Pennsylvania and any existing or prospective purchasing jurisdictions within said Commonwealth of any claim or pending legal action relating to The Products, including but not limited to claims or actions arising under the United States Intellectual Property Laws; that such notification will be made within ten days of the earlier of 1) the receipt of the claim by Corporate Name, 2) filing of the action against Corporate Name, or 3) the time of the examination; in any such case Corporate Name agrees to give such security,

including but not limited to suitable bond, as shall be deemed appropriate by the Secretary of the Commonwealth under the circumstances.

III. **RELIANCE BY PENNSYLVANIA**

Corporate Name acknowledges that Pennsylvania is relying on the foregoing indemnification and warranties as a condition of certification of The Products for use in Pennsylvania, and that failure of Corporate Name to abide by the terms herein may result in decertification of The Products.

IV. **PENNSYLVANIA LAW TO APPLY**

Corporate Name agrees that this indemnification shall be interpreted and enforceable under and in accordance with the laws of Pennsylvania or the United States of America, as applicable, and that Corporate Name will accept jurisdiction of the federal and state courts of Pennsylvania for the purposes of resolving any disputes hereunder.

IN WITNESS WHEREOF, _____, by its duly authorized officer, has executed this Indemnification on the date set forth below.

Corporate Name

By: _____ _____
(Name and Title) (Date)

Attest: _____
(Name and Title)

STATE OF)
) ss:
COUNTY OF)

On this, the _____ day of _____, 20____, before me, the undersigned officer, a Notary Public in and for said State and County, personally appeared _____, who acknowledged himself/herself to be the _____
of Corporate Name, and that _____he/she, as such _____ being authorized to
do so, executed the foregoing Indemnification for the purposes therein contained by signing the name of said Corporation by himself/herself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ My Commission Expires: _____
Notary Public