

License Agreement  
between  
Smartmatic International Corporation ("Smartmatic")  
and  
Dominion Voting Systems ("Dominion")  
Date April 4th, 2009

1. Dominion hereby grants to Smartmatic a non-exclusive license, except for the Republic of the Philippines, which shall be exclusive, to use and manufacture hardware, software and firmware using Dominion's Licensed Technology in the Territory, as defined hereunder.
2. Territory: worldwide, except for the United States of America and Canada
3. Term: Five years from the date hereof.
4. Licensed Technology: All relevant technology owned by Dominion required to market, sell and implement PCOS technology (including all current and future versions of them), specifically inclusive of PCOS hardware, all software and firmware resident on the hardware, and EMS software, including the Democracy Suite EMS and Democracy Suite Image Cast PCOS.
5. Dominion hereby acknowledges, certifies and warrants that the Licensed Technology, including the Democracy Suite EMS and Democracy Suite Image Cast PCOS have been successfully deployed and used in the elections for the following jurisdictions:

Province of New Brunswick	Municipal Elections	May 12, 2008
	Special Elections (By-Elections)	June 23, 2008 July 14, 2008 November 24, 2008
Province of Ontario	Special Elections (By-Elections)	March 5, 2009
State of New York	New York State Primary	September 5, 2008
	General US Elections	November 4, 2008

THE SMART  
TECHNICAL PROPOSAL  
COPY NO. 1

Dominion hereby agrees and confirms that Smartmatic has the right and authority to offer the Democracy Suite EMS and Democracy Suite Image Cast PCOS to the Commission on Elections of the Republic of the Philippines for the 2010 Synchronized National and Local Elections under the following model name "SAES 1800".

6. Ownership: During the Term, all hardware manufactured by Smartmatic, using the Licensed Technology shall be owned by Smartmatic and all software and firmware, including the Democracy Suite EMS and Democracy Suite ImageCast PCOS are hereby licensed to Smartmatic with the right to sublicense the right to use such software to the Commission on Elections for the Republic of the Philippines ("COMELEC") Smartmatic shall offer said Democracy Suite EMS and Democracy Suite Image Cast



FROM : ROGUE & BUTUYAN LAW OFFICES

FAX NO. : +63 2 8973893

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PCOS to the Commission on Elections of the Republic of the Philippines for the 2010 Synchronized National and Local Elections as part of Smartmatic's SAES 1800.

- 7. Except as provided herein, all technology and related IP remains the sole property of Dominion. All specifications, drawing, etc. re: hardware will be provided to Smartmatic, to enable them to undertake manufacturing of the Democracy Suite Image Cast PCOS. Dominion will retain sole liability to amend, change or develop all software, or firmware or EMS.
- 8. Fees: During the Term,
  - (i) in the Exclusive Territory, Smartmatic shall pay to Dominion a licensing fee as follows:
    - A) A one time discounted price of US \$75 per unit for each PCOS hardware system and each individual single use license granted for a copy of the software licensed for use with a PCOS hardware system delivered by Smartmatic that uses the Licensed Technology;
    - B) US \$225 for each individual subsequent multiple use license for a copy of the software licensed for use with a PCOS hardware system delivered by Smartmatic that uses the Licensed Technology. Such fee for the individual subsequent multiple use licenses shall be paid within 6 business days of receipt of funds from the exercise of any purchase option by COMELEC.
  - (ii) in the non - exclusive Territory, Smartmatic shall pay to Dominion a licensing fee To Be Determined per unit for each PCOS hardware system and each individual license granted for a copy of the software licensed for use with a PCOS hardware system delivered by Smartmatic that uses the Licensed Technology
- 9. Responsibility for Costs: Each party shall be solely responsible for all costs they incur (including taxes) in the performance of this agreement.
- 10. Non-Compete: Smartmatic undertakes not to develop, market or sell any other PCOS voting technology in the US market in the next eighteen (18) months, and outside the US within the next five (5) years. Smartmatic will be allowed to develop its own voting PCOS one (1) year before the end of the non-competes, but it will inform Dominion in writing if it's doing so.
- 11. Additional Confidentiality Obligations: During the Term, Smartmatic shall not, directly or indirectly, reproduce, re-engineer, reverse engineer or otherwise develop any products, including any hardware, firmware or software, that are functionally similar to the product for which Dominion delivers to Smartmatic specifications, manufacturing details and other similar information, except for similar Smartmatic technology that was developed prior to this signing of this Agreement.
- 12. Applicable Law: This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such jurisdiction but giving effect to the choice of law principles of such state that would require or permit the application of the laws of

THE COMMISSION ON ELECTIONS  
 DOMINION A. BUTUYAN  
 ROGUE & BUTUYAN LAW OFFICES  
 1000...  
 [Handwritten signatures and initials]



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another jurisdiction. This Agreement represents the complete understanding of the parties with respect to the Licensed Technology.

- 13. **Dispute Resolution:** The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any court located within Wilmington, State of Delaware over any dispute arising out or relating to this Agreement or any of the transaction contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action, proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SMARTMATIC INTERNATIONAL CORPORATION

By:

Date: 4 April 2009

DOMINION VOTING SYSTEMS

By:

Date: 4 April 2009

THE STATE  
 TECHNICAL REGISTRY  
 06-11-09



ACKNOWLEDGMENT

MAY 01 2009

BEFORE ME, a Notary Public for and in Makati City and on this \_\_\_ day of \_\_\_ 2009, personally appeared Mr. Antonio Mugica, with Passport No. P ESP X727040 issued on 16 March 2005 at Spain, and National I.D. No. 11.313.544 issued on 21 April 2005 at Venezuela, and Chris Iskander with Passport No. JR 925652 issued on 10 July 2007 at Toronto, Canada, and Driver's License No. 13 058-12427-512 issued on 19 June 2007 at Ontario, Canada known to me and to me known to be the same persons who executed the foregoing License Agreement, and acknowledged to me that the same is their own free and voluntary act and deed, and the free and voluntary act and deed of the corporations they are representing.

This instrument, consisting of four (4) pages including this page of the Acknowledgment, refers to a License Agreement and that the same has been duly signed by the parties hereto.

WITNESS MY HAND AND SEAL on the date and at the place first above-written.

Doc. No. 129  
Page No. 2A  
Book No. I  
Series of 2009.



*Vera M. Guzman*  
VERA M. GUZMAN  
Notary Public  
Until December 31, 2009  
PTR No. 1576465 - 01/09/09 - MAKATI  
IBP No. 770209 - 01/08/09 - QUEZON CITY  
Appointment/Commission No. M-84 (2009/2010)  
Roll No. 35704  
Angela Abel - Concepcion Regala & Cruz Law Offices  
ACCREDITED BY THE COMMISSION ON ELECTIONS  
Legal Services - Makati City

TIM-SIGAT  
TECHNICAL STAFF



*[Handwritten signature]*