

**ForceBI.com dba Force Business Intelligence**  
Voter Magic 2022  
Software License Agreement

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5. TERM AND TERMINATION. Except as otherwise provided in this Agreement, the term of the license granted herein is perpetual and becomes effective when you install or use Voter Magic. You may terminate this license at any time by destroying any and all copies of Voter Magic or by returning all such copies to ForceBI.com. This Agreement and the associated license for Voter Magic will terminate automatically and without provision of notice by ForceBI.com if you fail to comply with any of the terms or conditions of this Agreement or if you cease permanent use of Voter Magic, for whatever reason. Upon termination of this Agreement for any reason, you agree that you will destroy all copies of Voter Magic or return all such copies to ForceBI.com. In addition to this sentence and the previous sentence, not complying with Sections 3, 4 and 6-12 shall cause termination of this Agreement.

6. LIMITED WARRANTY. ForceBI.com warrants that Voter Magic will perform substantially in accordance with its accompanying documentation, when operated in the execution environment specified in such documentation, for the warranty period ending thirty (30) days following the date on which you first install or first use Voter Magic. This limited warranty is void if failure of Voter Magic to conform to such warranty is caused in whole or in part by (a) any defect in any hardware or other equipment used with Voter Magic; (b) any failure of any hardware or any other equipment used with Voter Magic to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification or enhancement of Voter Magic by you or anyone other than ForceBI.com; (d) any failure by you or anyone else to follow ForceBI.com's instructions with respect to proper use of Voter Magic; or (e) improper use, abuse, accident, neglect or negligence on the part of you or anyone other than ForceBI.com. ForceBI.com will not be obligated to honor the limited warranty or provide any remedy thereunder unless Voter Magic is returned to ForceBI.com along with the original dated receipt. Any replacement Software will be warranted for thirty (30) days following the date on which ForceBI.com provides it to you. You understand that no Software updates or upgrades are included with this limited warranty and that ForceBI.com may update or revise Voter Magic at any time and, in so doing, incurs no obligation to furnish such updates or revisions to you.

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8. INDEMNIFICATION. To the extent authorized by law, you agree to defend, indemnify, and hold ForceBI.com and all of its employees, agents, representatives, directors, officers, partners, shareholders, attorneys, predecessors, successors, and assigns harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of Voter Magic, or any breach of this Agreement, except to the extent such claim relates to or arises from a violation by ForceBI.com of any third party copyright, trademark, trade secret or other intellectual property right.

9. EXPORT. You agree that you will not export or transmit Voter Magic or any Applications, directly or indirectly, to any restricted countries or in any manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States government, including the Export Administration Act of 1979, as amended, and any applicable laws or regulations issued thereafter.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. If you are licensing Voter Magic on behalf of the U.S. Government or any of its agencies ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of Voter Magic by the Government is subject to restricted rights in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. Voter Magic is commercial. Use of Voter Magic by the Government is further restricted in accordance with the terms and conditions of this Agreement.

11. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. No waiver of any right under this Agreement shall be effective unless given in writing by an authorized representative of ForceBI.com. No waiver by ForceBI.com of any right shall be deemed to be a waiver of any other right of ForceBI.com arising under this Agreement. This Agreement is solely between you and ForceBI.com and shall not be construed to create any third-party beneficiary rights in any other individual, partnership, corporation, or other entity. This Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to its provisions governing conflicts of law.

In the event of a dispute arising out of or under this Agreement that cannot be resolved by the parties, the parties agree that they shall proceed, in good faith, to mediation. The parties will jointly appoint a mediator acceptable to both parties and will share equally in the cost of mediation. Mediation shall be a precondition to the commencement of any litigation. Venue for all dispute resolution (mediation and litigation) shall be in Mesa County, Colorado and jurisdiction shall be in State Court.

12. ENTIRE AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FORCEBI.COM, AND THAT IT SUPERSEDES ANY PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO VOTER MAGIC AND THE SUBJECT MATTER HEREOF. FORCEBI.COM SHALL NOT BE BOUND BY ANY PROVISION OF ANY PURCHASE ORDER, RECEIPT, ACCEPTANCE, CONFIRMATION, AND CORRESPONDENCE OR OTHERWISE, OR BY ANY AGREEMENT BETWEEN YOU AND ANY OTHER PARTY, UNLESS FORCEBI.COM SPECIFICALLY AGREES TO SUCH PROVISION IN WRITING. NO VENDOR, DISTRIBUTOR, PROVIDER, RESELLER, OEM, SALES REPRESENTATIVE, OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE REGARDING VOTER MAGIC WHICH IS DIFFERENT FROM THOSE SET FORTH IN THIS AGREEMENT.

Accepted by:

**City of Grand Junction**

Company name

Signature

Printed Name

Title

*Greg Caton*  
Greg Caton

City Manager

6/2/2022

**Force Business Intelligence**

Company name

Signature

Printed Name

Title

*Gregory Houston*

Gregory Houston

COO

5/19/2022