

Konnech, Inc. Service Agreement

This Agreement is made and entered on the 6 of April 2012, between Konnech Inc., located in Okemos, Michigan ("Konnech"), and The Board of Commissioners of the County of Allen ("Client"), to use Konnech's PollChief Election Management Service ("Service"), subject to and in accordance with the following terms and conditions.

Service

Konnech agrees to provide the Service during the term of this Agreement for the Client and its constituent members, including, but not limited to, the Allen County Election Board. The Allen County Election Board's main place of operations is located at: 1 West Superior Street, Fort Wayne IN 46802.

The Service coverage is for those people or Members in the following groups:

- Election Administrators and Staffs of Allen County, Indiana
- Poll Workers
- Polling location owners and managers
- Other parties who have a business need for the access

Konnech will provide periodic updates to the Service and reserves the right to make changes in the Client's service. Konnech will not change any feature without providing for a similar or enhanced functionality.

1. Term of Agreement

This Agreement shall remain in force for an initial term of one year (12 months). During that year, Konnech will build, test, host, train, operate and support the system. After the first year, Client may annually renew the Service for the same Annual Fee listed on Schedule 1 for up to five consecutive annual renewal periods. During that five years, this Agreement will automatically be renewed for consecutive one year terms unless either the Client or Konnech provides written notice to the other party at least sixty (60) days prior to the end of the original or any renewal agreement to terminate the Agreement at the end of the current term, or terminated as otherwise provided in this Agreement.

2. Payment and Scope of Work are quoted in the attached Schedule 1 and 2.

3. Ownership of Equipment and Data

Konnech or its assignee will own the equipment and database architecture of the hardware and software system. Ownership of the underlying data in the system and its integrity remains the responsibility of Client.

4. Obligations of Client

Client, at its own expense, shall supply appropriate and in good working order electrical, and network infrastructure, including Personal Computers to access the service through the Internet, according to Konnech's reasonable requirements.

Except as otherwise required by law, Client shall furnish Konnech the current database or list of poll locations, poll worker, and other needed information in electronic form on either CD-Rom, VPN access or via Microsoft SharePoint or FTP upload. Client shall verify the accuracy of the information in the converted database and update necessary lists via web interfaces provided by Konnech.

To the extent permitted by law, Client represents and warrants that it is the owner of the data provided to Konnech, and it agrees and consents to the conversion of the data. Client shall indemnify and hold Konnech harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty. It is mutually agreed that the Client assumes full responsibility for the data entered into the system and any errors that result.

5. Obligations of Konnech; Limitations

Client understands that service is dependent on the public internet, which is outside Konnech's control. There will be times when Internet access methods, such as cellular, public, or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method utilized under this Agreement also can experience an inability to communicate alert signals. Client agrees that it is solely responsible for selecting of the type of communication method to be used and determining whether the utilization of multiple communication methods is required. It is understood that the communication method provider is not an agent of Konnech and Konnech will not be liable for the communication method provider's negligent performance or delay in performance.

It is agreed by the Client and Konnech that Konnech's notification service provided in this system is designed to facilitate the Client's election logistic management and communications with its members; that the payments provided are based solely on the value of the services described and are unrelated to the value of anything else. In the event Konnech's service sites, internet, telephone lines, or wires are, by any cause beyond the control of Konnech, destroyed or so substantially damaged that it is commercially impractical to continue service to Client, Konnech will not be required to provide service while any such cause continues. Client shall be entitled to a no-fee contract extension equivalent to the period for which service was unavailable for any reason.

6. Confidentiality

Konnech and the Client agree to maintain the confidentiality of the other party's confidential information (as defined below), with no less than a reasonable degree of care. The term "confidential information" shall include, but not be limited to, the Service and all documents relating to the provision of Service including, but not limited to, the User Guide, Quick Reference Guide, training manuals and the Client's data. Each party agrees to limit access to the confidential information to those of its employees and other parties who have a business need for the access and who have entered into appropriate confidentiality agreements. Client may disclose confidential information in response to a Freedom of Information Act request or if such information is deemed a public record under the Michigan Public Records law or

similar Indiana law provided that the Client agrees to give Konnech notice prior to such disclosure.

7. Termination

Konnech may terminate this Agreement immediately upon written notice:

In the event Client defaults in the performance of any of the terms and conditions of this Agreement, and fails to cure such default within thirty (30) days after written notice of same from Konnech, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of the Agreement will become immediately due and payable. Client agrees to pay reasonable attorney and/or collection fees, not to exceed an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Client's account; or in the event Konnech's Customer Service Center, the telephone lines, wires, or Konnech's equipment within Client's premises are, by any cause beyond the control of Konnech, destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises, the Client shall be reimbursed a prorated portion of any pre-paid amounts; or

Client may terminate the Agreement provided the following:

Upon 90 days written notice and agreement to pay a termination fee equal to 50% of the value of the remaining payments due under the Agreement through the end of the current term.

Client may terminate upon 60 days written notice prior to the end of one year if the service does not meet the performance standard identified in the Scope of Work.

In the event this Agreement is terminated, Konnech is entitled to disable all Client accounts and remove all Client data from any servers. Upon written request within 30 days of termination, Konnech will return Client data at Client expense. Konnech will have no obligation to retain or maintain Client data after the 30-day period or after its return to Client.

8. Manual

Konnech will provide Client with the User Manuals to be used as a reference guide in using the Service.

9. Assignment

Konnech may assign its right to payment, along with all terms and conditions related to that right, or any interest in the Agreement. Client may assign this Agreement with Konnech's prior written consent, which shall not be unreasonably withheld provided that the assignee is determined to be creditworthy by Konnech in its sole and reasonable discretion. If Konnech does not consent to Client's assignment, Client may terminate the Agreement; provided that Client must pay Konnech all payments for services rendered up to and including the point of termination.

10. Miscellaneous

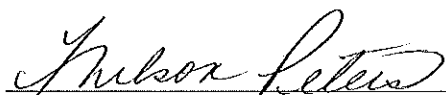
Nothing in this Agreement grants or transfers to Client any ownership rights in the Service or materials pertaining to the provision of the Service. Each Party may seek any relief, including

equitable relief provided under law. Except for the obligation for payment, neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes, acts of war, governmental regulations, public utilities or telecommunication providers. Konnech will obtain the prior written consent of the Client if it wishes to use messages for marketing, demonstration, and/or training purposes relating to the Service. In no event shall such messages include personally identifiable information about a voter or citizen. This Agreement will be governed and interpreted in accordance with the laws of the State of Michigan. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under law, such invalidity will not invalidate the whole Agreement.

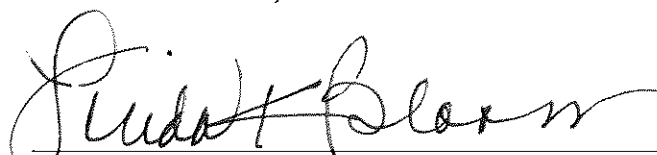
11. Governing Law and Dispute. Resolution

This Agreement shall in all respects be governed by and interpreted, construed, and enforced in accordance with the laws of Indiana.

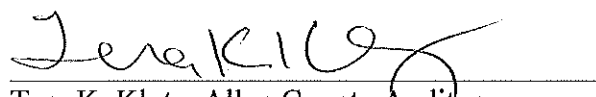
CLIENT REPRESENTATIVE


F. Nelson Peter, Commissioner

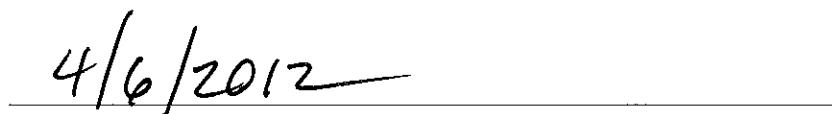

Therese M. Brown, Commissioner


Linda K. Bloom, Commissioner

ATTEST:


Tera K. Klutz, Allen County Auditor

DATE



APPROVED AND ACCEPTED BY KONNECH, INC.

NAME

Laura L Potter

TITLE

Business Development Director

DATE

3/30/2012

NOT BINDING ON KONNECH WITHOUT AUTHORIZED MANAGEMENT APPROVAL
SIGNATURE

SCHEDULE 1 - PAYMENT

<i>Description</i>	<i>Cost</i>
Initial Setup--PLMS, PWMS, PWAS, poll location, worker, and poll worker web access -- build, test, host, train, operate and support	\$40,000
Annual Fee (Commencing 91 st day)	\$8,000

SCHEDULE 2 – SCOPE OF WORK

Konnech will perform all the necessary steps for the setup and initial configuration of all servers, network hardware, backup system, and physical space in the hosting site for the PollChief System. Konnech will train client's staff as detailed in Konnech's proposal. Konnech will provide help desk service as detailed in the proposal.

We will provide a suite of tools as described in our proposal that work out of the data warehouse to streamline the election management process. The modules to be included are briefly described below.

A. LOCATION MANAGEMENT MODULE

1. Profiles—

- a. Building Profiles--name, address, owner/property manager with contact info, on-site personnel with contact info, map point, building set-up schematic, building photo, suitability, ADA needs, signage needs, equipment & supplies needs, parking/security/access/electrical outlet/delivery window notes, election history, election potential, status etc.
- b. Property manager/owner profiles—contact info for primary, secondary, and emergency contacts, lists of all potential locations under the control of this organization, rental amounts necessary for this organization
- c. Precincts – ID number, co-precinct groupings, polling place with address, number of registered voters broken down by Democrat, Republican, or no party affiliation with turnout number and percentage from most recent election, geo-political assignments, comments, precinct outline,

2. Lists—sort by: all buildings ever investigated, all unusable buildings, all potentially usable buildings, all actively selected buildings, training buildings, staging buildings, early voting buildings, property managers/owners

3. Maps— visually display buildings simultaneously on maps. Display their status for each election (unusable, potential, inactive, and active). Differentiate their status by colored balloons. Display basic building information from its profile when the building's balloon is clicked. Allow reassignment of a building from within the maps. Display the building's map point from within its profile. Display precinct outlines, precinct building assignments, nearest potential buildings if a precinct's location must be changed, precinct's number of registered voters, precinct's most recent turnout, all from within the Google maps.

4. Cost—rental amounts, create projected rental budget for each election

5. Communications— Mail Merge, Mass email with survey, Mass phone blast with interactive voice response. Create a spread sheet of each

recipient's response to each mass email or mass phone communication and analyze the responses numerically, percentagewise, and in pie chart graph. Report message delivery failures with the failure reason (incorrect phone number or email address, duplicate, went to voicemail, no answer, etc.) Offer back up method to re-try the same method for the delivery failures, or to try a different method for the delivery failures. Create a communications log for each location or property manager/owner attached to its personal profile.

6. Reports—rental budget, equipment needs, export to finance, etc. Individually selectable report factors.
7. Street Index—upload the county's street index tying addresses to precincts.

B. PWMS POLL WORKER MANAGEMENT MODULE

1. White Boards—display the progress in staffing each election. Toggle back and forth between multiple elections.
2. Staffing Balance—display at a glance the party/gender/ethnicity/language balance of assignments
3. Profiles—name, address, home, work, & mobile phone numbers , email addresses, secondary languages, SSN, gender, DOB, Race, Political Party, home precinct, election work experience, complaint history, work evaluation, comments, problem resolution
4. Lists—display a brief snapshot of workers' training, history, availability, capability, and suitability in list format. Sort lists by: All poll workers; All terminated poll workers; All poll workers who've; received complaints; All poll workers who've been assigned to training; All poll workers who've attended training; All poll workers who've been given an election work assignment; All poll workers whose work performance was rated excellent, good, average, or poor; All poll workers assigned to a particular polling location; All poll workers assigned to a particular category of election job; All poll workers who've been paid;
5. Training –evaluate training needs, assign to training, issue mass training class invitation via letter/postcard and email (with survey reply), confirm plans with mass e-mail (with survey reply), determine attendance with bar-code scanning, assure payment for training class attendance Work Assignment—assign to specific jobs, select best polling , view most convenient area, assess performance, scan attendance, add comments
6. Payroll—set up a formula for calculating pay for each poll worker. Create a payroll budget projection. Adjust pay for Election Day activities. Export payroll to finance. Populate data for 1099 forms
7. Reports—budget reports, payroll reports, training reports, Equal Employment Opportunity reports, precinct staffing reports, etc.
8. Communications--Mail Merge, Mass email with survey, Mass phone blast with interactive voice response. Create a spread sheet of each

recipient's response to each mass email or mass phone communication and analyze the responses numerically, percentagewise, and in pie chart graph. Report message delivery failures with the failure reason (incorrect phone number or email address, duplicate, went to voicemail, no answer, etc.) Offer back up method to re-try the same method for the delivery failures, or to try a different method for the delivery failures. Create a communications log for each poll worker attached to his/her personal profile.

9. Assignment—map workers' home addresses in relation to polling locations to select appropriate work places; display the workers skill/training level while simultaneously displaying the staffing needs at the locations of the nearest surrounding polling places; warn of mis-assignments.
10. Reports—payroll budget, staffing lists, individually selectable report factors

C. PWAS POLL WORKER WEB ACCESS SYSTEM

A separate, distinct website for the poll workers, interactive with the elections administrators' PWMS Poll worker Management Site.

Class Requests

On line Course Requests

Work Assignment Requests

Help inquiries

Course Completion Notices

Quiz Results

Class/Online course assignments

Approvals/Denials to classes, online courses, work assignments

Access Codes for online courses

Payroll History

Communications history

Contact data updates.

Help query.