

Purchase Order Number 14493

This Number Must Appear on all
Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
Order Date: 03/24/17
Requested Date: 03/24/17
Cost Center: 1022

Vendor Address	Vendor and Shipping Information	Ship To Information
KONNECH INC 4211 OKEMOS ROAD STE 3 & 4 OKEMOS MI 48864	Phone: FAX: e-mail: Delivery:	ADAMS COUNTY RECORDING DEPARTMENT 4430 SOUTH ADAMS COUNTY PARKWAY SUITE E3102 BRIGHTON CO 080601-8203
VENDOR NUMBER: 469913		

Purchase Order for the renewal of maintenance services per Service Agreement 2016.111 Attached hereto. Agreement new term date: February 16, 2018. BD

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Konnech- 2017		EA	0.0000	23,000.00	1022.7562 W 10221701	00009653

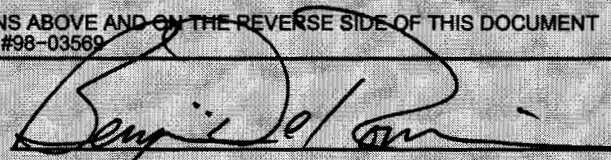
Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 23,000.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050

Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050



350103 DEROMANIS, BENJAMIN R

ADAMS COUNTY AUTHORIZED SIGNATURE

ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.



Konnech' Inc.

PollChief & ABVote Divisions
4211 Okemos Road, Suite 2, 3, & 4
Okemos, MI 48864

Invoice

Date	Invoice #
1/30/2017	76333

Bill To
Adams County A/P 4430 South Adams County Parkway Suite C400A Brighton, CO 80601-8212

Ship To
Adams County A/P 4430 South Adams County Parkway Suite C400A Brighton, CO 80601-8212

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/30/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Service	2017 PollChief Election Logistic Management System Service and Hosting Fee per contract signed on 2/16/2016	23,000.00	23,000.00
		Sales Tax	6.00%	0.00
<i>Approved</i> <i>Coburn 2.6.17</i> <i>1701 1022. 7562</i>				

			Total	\$23,000.00
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Konnech PollChief®

License, Maintenance and Support Agreement

Between

Adams County Colorado

and

Konnech, Inc.

4211 Okemos Rd., Ste. 3

Okemos, Michigan 48864

License, Maintenance and Support Agreement

THIS AGREEMENT is effective on the ____ day of February, 2016 by and between Adams County Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "Client", and KONNECH INC. hereinafter referred to as "Konnech" and "Contractor" (collectively, the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **System License.** Konnech hereby grants **CLIENT**, and **CLIENT** hereby accepts from Konnech, subject to all the terms, covenants, conditions, and limitations set forth in this "System License and Maintenance and Support Agreement," its cover sheet and all Exhibits attached hereto (collectively the "Agreement"), a non-exclusive, nontransferable, indivisible, revocable-right and license (the "License") to use the computer-based PollChief® Election Management software package developed and owned by Konnech (the "System"), more fully described in "Exhibit A" attached hereto and the Documentation described in Paragraph 7 below. This License is granted upon the condition that **CLIENT** use only the designated computer hardware and peripherals compatible with the System that are recommended by Konnech as described in "Exhibit B" attached hereto.
2. **Term of License.** This License shall be in effect throughout the Term of this Agreement (as defined in Paragraph 10 below), but only so long as: (a) **CLIENT** is not in breach of, or in default under, this Agreement; and (b) **CLIENT** is covered under Konnech's Maintenance and Support Program described in Paragraph 20 below.
3. **Exhibits.** Attached and made a part hereof for all purposes are the following Exhibits:
 - Exhibit A: Description of Modules
 - Exhibit B: Recommended Hardware and Software
 - Exhibit C: Hosting Service
 - Exhibit D: Fee Schedule

In the event of a conflict between the provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall control.

4. **Location of the System.** The System shall be used at the location indicated on the cover page of this Agreement. **CLIENT** may use the System at other locations of the **CLIENT** in addition to the location of the Office of Elections at no additional cost.

5. **Delivery and Installation of the System.** The System and all Documentation agreed to be furnished by Konnech shall be delivered to **CLIENT** and installed by Konnech. Should **CLIENT** hardware not be compatible for installation of and use with the System, Konnech shall not be obligated to install the System until **CLIENT** at the **CLIENT** sole obligation and expense, purchases or otherwise acquires all hardware and non-Konnech software recommended by Konnech (see, Exhibit B: Recommended Hardware/Software). Konnech's judgment about the compatibility of hardware and software is based on Konnech's knowledge of the design of the System and will be exercised in **CLIENT**'s best interest in order to insure the effective performance of the System.
6. **Annual Renewal Fees.** **CLIENT** agrees to pay Konnech the one-time charge shown in Exhibit D, which includes Development, License Fee and Hosting for the Initial Year of this Agreement. For each Renewal Term (as defined in Paragraph 10 below), **CLIENT** agrees to pay the Annual Renewal Term Fee shown in Exhibit D, which includes License Fee, Hosting, and Maintenance. The Annual Fee does not include any costs for the Recommended Hardware/Software needed for the operation of the System.
7. **Documentation and Software.** System software will be accessible to **CLIENT** through web or other appropriate medium. Electronic Documentation consists of the System Administration Manuals which are provided to **CLIENT** electronically and which will be revised and updated as needed in order to assist **CLIENT** in the operation of the System. System Administration Manuals and Help Functions may be printed in hard copy by **CLIENT**. Addenda and corrections will be supplied as the software develops.
8. **Customization.** In the event **CLIENT** requests consulting support or customization of the System, which consulting support or customizations are beyond the scope of Konnech's obligations under the initial system design or System Warranty (as described in Paragraph 11 below) or Konnech's Maintenance and Support provisions, including but not limited to those described in Exhibit A and Exhibit D attached hereto, **CLIENT** shall notify Konnech in writing of its needs for such consulting support or customization. Should Konnech agree to perform such consulting support or customization, all such work requested by **CLIENT** will be provided by Konnech at Konnech's then current rates for these services. In addition, **CLIENT** shall reimburse Konnech for all reasonable and actual travel and living expenses incurred by consultants and employees of Konnech in implementing such services at the then current rates allowed **CLIENT** employees traveling on **CLIENT** business.
9. **Confidentiality.** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The

County does not guarantee the confidentiality of any records. All information regarding **CLIENT's** business operations, business systems, and related confidential matters furnished or disclosed to Konnech in the course of the negotiation and implementation of this Agreement shall be held in confidence by Konnech, unless such information: (a) was previously known by Konnech free of any obligation to keep it confidential; (b) has been, or is subsequently, made public by **CLIENT** or a third party lawfully in possession of such information; or (c) is in the public domain. Konnech agrees and understands that voter registration records are confidential and Konnech hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by **CLIENT**. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of **CLIENT**. **CLIENT** agrees to similarly treat any information provided to it by Konnech and to instruct its employees who will work with the System about the restrictive covenants and conditions of this Agreement and about the safeguarding, security, and copying requirements hereinafter discussed. Notwithstanding any portion of this Agreement to the contrary, the provisions of law shall prevail over the provisions of this Agreement.

10. **Term.** This Agreement will commence on the latter date shown on the execution page of this Agreement (the "Commencement Date"), and end twelve (12) months thereafter (the "Initial Term"). This Agreement may be renewed by **CLIENT** for additional one (1)-year terms (each a "Renewal Term") upon payment of the Annual Renewal Term Fee shown in Exhibit D. As used herein, the word "Term" refers to both the Initial Term and any Renewal Term(s).
11. **Warranty.** During the Term of this Agreement, Konnech warrants that the System will perform in the manner described in the Documentation supplied by Konnech provided **CLIENT** has not made any changes to the System. Konnech is entitled to written notice of any failure of the System and granted the exclusive right to undertake and complete changes, corrections or repairs necessary under the warranty promptly. **CLIENT** shall use the testing facilities provided by the System to conduct trials, fully exercising all the essential functions of the System. Such System testing shall be done sufficiently in advance of, and at least ninety (90) days before, each election cycle so as to allow time for the resolution of any defects of the System and a re-test to verify proper performance of the System. Any defects discovered during System testing or during normal operation of the System shall be promptly communicated to Konnech by fax or email. Whatever additional materials that Konnech shall request relating to the defects or problems (such as information described in Paragraph 20 below) shall be promptly provided by **CLIENT** on the appropriate medium. Upon such notification, Konnech will promptly rewrite, repair or replace, at its cost, any part of the System which is not functioning according to this warranty, and will bear all labor, travel and lodging expenses for its personnel used in connection with warranty work. If Konnech

is unable to repair or replace the System, it will, after the return of the System and Documentation intact and in proper condition, refund to **CLIENT** the Annual Use/Maintenance/Support Fee on a pro-rata basis and this Agreement will automatically terminate without additional liability to **CLIENT**. The pro-rata refund will be based on the number of months remaining in the then-current Renewal Term. If it is determined by the parties that the defects are attributable to changes made to the System by **CLIENT** or others in **CLIENT**'s employ or at **CLIENT**'s direction, **CLIENT** will pay Konnech within forty-five (45) days of Konnech's invoice for: (a) the time spent by Konnech personnel in evaluating the stated defects, at Konnech's then current rates for such services; and (b) the reasonable and actual travel expenses of Konnech's personnel incurred in connection with such evaluation of non-warranty work, at the then current rates allowed **CLIENT** employees traveling on **CLIENT** business, which such expenses shall be deemed pre-approved by **CLIENT** and shall include travel to and from **CLIENT**'s site, lodging, meals at a cost no greater than the current allowed Federal per diem rate. The foregoing warranty does not replace or eliminate in any way **CLIENT**'s obligations under Konnech's Maintenance and Support program as described in Paragraph 20 below.

12. **Exclusion of All Other Warranties.** THE SOLE LIABILITY OF KONNECH TO **CLIENT** FOR THE PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY OF REPAIR, REPLACEMENT, OR PRO-RATA REFUND. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF **CLIENT** AND IS IN SUBSTITUTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WRITTEN, ORAL, OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.
13. **Limitation of Actions and Liability.** THE LIABILITY OF KONNECH TO **CLIENT** FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE SOFTWARE SYSTEM.
14. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
15. **Title to the System/Protective Covenants.** **CLIENT** acknowledges that the System and Documentation (including changes, enhancements, alterations, and additions

provided under Maintenance and Support) are the sole and exclusive property of Konnech; that the System and Documentation and all parts and components thereof constitute valuable assets and trade secrets, and give proprietary rights to Konnech; that neither legal nor equitable title to the System or Documentation passes to **CLIENT** under the terms of this Agreement or under any other agreement or theory; and that any information with respect to the System and Documentation is strictly confidential and will be maintained in confidence by **CLIENT** in the same manner and subject to the same exceptions as Konnech is obligated to maintain the confidentiality of **CLIENT** information per Paragraph 9 above, whether or not all or any portion of the System or Documentation has been copyrighted or patented. No part or portion of the System or Documentation may be altered, modified or enhanced by **CLIENT** or its agents or employees. All programs, documentation, and materials in machine-readable form supplied under the License shall be kept in a secure place under access and use restrictions not less strict than those applied to **CLIENT**'s most valuable and sensitive programs and data. All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

16. **Copying the System or Documentation.** Except for ordinary and necessary backup or archival purposes, **CLIENT** shall not copy, duplicate, print, or reproduce the System or Documentation or any part or portion thereof. Moreover, **CLIENT** shall not, without the prior written consent of Konnech, permit, either gratuitously or for consideration, any review, use, examination, or inspection of the System, or any part thereof or any Documentation provided in connection therewith, by any person or entity whomsoever for any purpose, including training, other than the necessary employees of **CLIENT** for use by them in their regular services to **CLIENT** in operating the System. **CLIENT** further agrees not to disassemble, reverse compile or reverse engineer the System or any part thereof. **CLIENT** shall not reveal to any person or entity and shall require its employees not to reveal to any person or entity any information with respect to the System and Documentation, and **CLIENT** shall take appropriate action to insure that these obligations will be and are fulfilled.
17. **Use Restrictions.** **CLIENT** is restricted to using the System exclusively for **CLIENT**'s own use and may not use the System to process the data of another **CLIENT** or any other non- **CLIENT** governmental entity.
18. **Assignment; Binding Effect.** Neither party hereto may assign its right or obligations under this Agreement without the prior written consent of the other party, except that Konnech may assign this Agreement to any entity which acquires all or substantially all of its business by merger, sale of assets, or otherwise upon notice to **CLIENT** . Without the prior written approval of Konnech, neither this Agreement nor the License

herein granted may be sub-licensed, transferred, given, assigned to, or leased or used by, any third party, including but not limited to **CLIENT** 's consultants or other counties or non- **CLIENT** governmental entities. Any such transfer is of special concern as it involves any present or potential competitor of Konnech, or anyone who might develop systems similar to the System, or who might use Konnech's proprietary information in any manner whatsoever. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' permitted assigns and successors.

19. **Installation Responsibility.** **CLIENT** shall be solely responsible for site preparation, including unpacking, uncrating, and installing the hardware and making the hardware ready for operational use. The installation of all necessary cable, power, utility, and network and communications connections and services shall be performed by **CLIENT**.
20. **Progress Reports/Meetings.** Konnech and **CLIENT** shall conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.
21. **Maintenance and Support.**
 - (a) Coverage. During the Term of this Agreement, subject to renewal or termination as otherwise provided herein, Konnech agrees to:
 - Provide year round support 24 hours a day, seven days a week for the resolution of emergency issues.
 - Provide unlimited telephone support in the effective use of the System on weekdays during the hours of 8:00 A.M. to 5:00 P.M. (Eastern Standard Time).
 - Provide **CLIENT** with the latest and most up to date version of the System and Documentation, including any and all enhancements and improvements to them (but not including new products developed by Konnech for use in conjunction with the System and sold separately).
 - Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to Konnech and that significantly affects the performance of the System. Such correction, replacement, or services will be promptly accomplished after **CLIENT** has identified and notified Konnech of any such error in writing via facsimile or email. At its expense, **CLIENT** agrees to provide Konnech with information, including, but not limited to, sufficient access via Citrix, file dumps, screen dumps and error reports, as requested by Konnech, and with sufficient support and test time on **CLIENT**'s computer system to duplicate the problem encountered in order to ascertain that the problem is with the System and to correct the problem. Corrections for difficulties or defects

traceable to **CLIENT** errors or unauthorized System changes, however, will be billed at Konnech's standard time and material rates.

(b) *Annual Fee and Annual Renewal.* The annual fee for Use/Maintenance/Support shall be due and payable prior to each forthcoming Renewal Term. Each such fee will be due upon receipt of invoice and must be paid in full within thirty (30) days of said receipt and in any event not later than forty-five (45) days prior to the start of the forthcoming Renewal Term. Konnech shall not increase the annual fees until after the Third renewal of the contract. Thereafter Konnech shall have the option to increase said fee by not more than five percent (5%) of the prior year's annual fee or the rate of inflation as measured by the Consumer Price Index, whichever is greater. In order to give notice of the fee for budgeting purposes and also renew this Agreement annually, Konnech shall provide written notice to **CLIENT** not later than 30 days before the expiration of the annual contract of the amount of the annual Use/Maintenance/Support fee for the next Renewal Term.

(c) *Late Charges; Termination.* **CLIENT** understands and agrees that each annual Use/Maintenance/Support fee is a fee for the right to continue to have a License to use the System and Documentation and receive the Maintenance and Support described above for an additional twelve (12) months, and payment therefore is due and payable upon receipt of Konnech's invoice as provided in Subparagraph 20(b) above. Subject to the provisions of Paragraph 21 below, in the event **CLIENT** fails to timely pay any such annual fee, or any other fees or charges provided for in this Agreement, **CLIENT**'s License to use the System and Documentation shall terminate on the earlier of thirty (30) days' notice from Konnech, or as of the year-end of the then-current year's Maintenance and Support services for which payment is due.

(d) *Changes in Terms and Conditions.* Konnech and **CLIENT** may, by mutual written agreement signed by authorized representatives of Konnech and **CLIENT** change the terms and conditions of this Agreement, and pricing may change from time to time for Konnech's services not covered by Maintenance and Support (e.g., onsite visits and the like).

(e) *Enhancements and Corrections.* Any enhancements, corrections, or alterations to, or new versions of, the System or Documentation delivered to **CLIENT** by Konnech under this Agreement shall be limited to one (1) copy of such enhanced, corrected, altered, or new System or Documentation. Program changes, including training in the use and implementation of such program changes, made in order to meet any new statutory requirements will be provided as per Subparagraph 20(a) above

(f) *Travel Expenses.* **CLIENT** shall reimburse Konnech for any reasonable and actual travel expenses incurred by Konnech at the then current rates allowed **CLIENT**

employees traveling on **CLIENT** business. Such expenses shall be pre-approved by **CLIENT** and may include travel to and from **CLIENT**'s site, lodging, meals, telephone, shipping, and the like.

22. **Breach/Default Generally.** In the event **CLIENT** is in default in the payment of any Fee set forth above and that payment is not in dispute or fails to carry out any other requirement of this Agreement, Konnech shall notify **CLIENT** in writing by certified mail. If **CLIENT** fails to remedy the default or breach within thirty (30) days of receipt of such notification, Konnech shall have the right, at its option, to terminate this Agreement and take possession immediately of the System, the Documentation, and all accompanying materials and documents (excluding **CLIENT**'s hardware and equipment). In the event of such default or breach, **CLIENT** agrees to immediately cease use of the System, remove the System from any medium onto which **CLIENT** has downloaded it, and deliver to Konnech the System and all System backups, Documentation, and other materials delivered by Konnech to **CLIENT**. Konnech shall have no duty to perform under this Agreement in the event **CLIENT** defaults under or breaches this Agreement and fails to remedy such default or breach as provided herein. **CLIENT** will pay any amounts not disputed but if a payment is in dispute, payment will be withheld pending verification of the amount claimed and the validity of the claim. Payments in dispute will not be considered a default under this Agreement.
23. **Breach/Default as to Certain Use/Disclosure Restrictions; Attorney's Fees.** **CLIENT** agrees that for any breach of the restrictions upon the use, sale, transfer, or disclosure of the System as provided for in Paragraphs 9, 14, 15, 16 and 17 of this Agreement, monetary damages shall not be a sufficient remedy or protection for Konnech, and Konnech shall be entitled to seek injunctive or other equitable relief that it may deem proper or necessary in a court of competent jurisdiction in addition to being entitled to seek any other legal or equitable relief. In any legal action which may arise from any breach or default relating to said Paragraphs (and only said Paragraphs), the prevailing party shall be entitled to recover all attorneys' fees, which is defined to include all costs, fees, collection costs, and other expenses of said legal action if so ordered by a competent court of jurisdiction.
24. **Patent and Copyright Indemnification.** Konnech agrees to defend, indemnify and hold the **CLIENT** harmless from any claim, suit, or action relating to a patent or copyright infringement arising out of **CLIENT**'s use as directed of the software developed by Konnech or tools employed in the development of its software and shall pay all reasonable legal fees, costs, and expense of **CLIENT** incurred in the defense of any patent or copyright claim or suit, provided that: (a) **CLIENT** is not in default under any of the provisions of this Agreement; (b) the software against which the claim is made was manufactured, created, and developed by Konnech and not third parties; (c) **CLIENT**

notifies Konnech promptly in writing of any patent or copyright claim; and (d) Konnech has an opportunity to fully participate in the defense and/or agrees to a settlement of any such claim. If a patent or copyright claim is made or in Konnech's opinion is likely to be made, Konnech may, at its sole option, either replace or revise the System or Documentation so that the System or Documentation will be non-infringing on claimant, obtain a right to use the System from the claimant, or refund to **CLIENT** the License Fee paid hereunder.

25. **Taxes and Duties.** **CLIENT** is currently a tax-exempt entity and is not liable for any sales, service, use, excise, lease, or similar taxes. However, should this status change during the Term of this Agreement, **CLIENT** agrees that it and not Konnech will pay any such taxes or duties that may become due as a consequence of this Agreement.
26. **Use of the CLIENT's Name.** **CLIENT** agrees that Konnech may include the **CLIENT**'s name in any marketing materials listing Konnech customers, for Konnech's own marketing efforts, subject to **CLIENT**'s prior review and approval.
27. **Notices.** Except to the extent otherwise specifically provided herein, any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be in writing and addressed to the parties at their respective addresses set forth in this Agreement and deposited with the United States Postal Service for delivery by certified or registered mail, postage prepaid and return receipt requested. Any notice so sent shall be deemed to be both given and received three (3) business days after being so deposited. Either party may from time to time change the notice address set forth herein by delivering notice to the other party in accordance with this Paragraph, setting forth the new address and the date on which it will become effective.
28. **Waiver or Modification.** No waiver or modification of this Agreement of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this Paragraph may not be waived except as herein set forth.
29. **Severability.** The provisions of this Agreement are severable, and in the event that any provision hereof is held by any court to be void, voidable or unenforceable, such provision shall be deemed stricken from this Agreement. All other terms and conditions shall remain in full force and effect, and the parties agree to remain bound by and perform in accordance with the terms hereof, as so amended.

30. **Contractual Disputes.** The Contractor shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim. The Contractor shall not institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees, unless otherwise ordered by a court of competent jurisdiction.
31. **Counterparts.** This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.
32. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous written or oral agreements between the parties with respect to such subject matter of this Agreement. All prior proposals, bids, negotiations, discussions, conversations, representations, and statements of every nature whatsoever are integrated and merged into this instrument, and only this Agreement shall have any force or effect hereafter. **CLIENT** acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.
33. **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.
34. **Section and Paragraph Headings.** Section and Paragraph headings used throughout this Agreement are for reference and convenience only and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.
35. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.
36. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May

13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 36.1 The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 36.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 36.3 The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 36.4 At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 36.5 The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 36.6 If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 36.7 Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to bind them as of the date signed by the last party to sign this Agreement as indicated below.

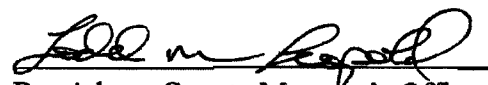
Konnech, Inc., Okemos, MI



By: Eugene Yu, President

Date: 2-16-16

Adams County Colorado



By: Adams County Manager's Office

Date: 2/16/16

APPROVED AS TO FORM
COUNTY ATTORNEY


Exhibit A: Description of Modules

PollChief® Platform Management System (PPMS)

PPMS sets elections, set roles and access levels, maintains location information, maintains the street index, and communicates with building contacts. In accordance with discussions with CLIENT, a Training Zone will be developed for CLIENT's PPMS.

Poll Worker Management System (PWMS)

PWMS organizes poll workers. In accordance with discussions with CLIENT the PWMS module will not be fully developed for this project. The PollChief® PWMS module will accept DIMS data of worker title and location assignment to populate in the PAMS and PHDS modules.

Poll Worker Recruiting and Training Link (PRTL)

PRTL provides poll workers a portal to access their own personal pages to update their personnel information, view, enroll, withdraw, and switch in-person classes, take online training classes, review training materials, and view their messages and pay records from the election administrators.

Poll Asset Management System (PAMS)

PAMS organizes inventory, asset tracking, warehouse property management records, planning, packing, and drayage. In accordance with discussions with CLIENT the PAMS system will be attuned to receive RFID signals.

Poll Help Desk System (PHDS)

PHDS provides a call center for recording and resolving issues that arise. In accordance with discussions with CLIENT, a GPS tracking map will be developed to run in CLIENT's PHDS.

Exhibit B: Recommended Hardware and Software

All personal computers with internet access (Dell or comparable standard desktops and laptops)

Most current browsers which are compatible with the Microsoft.Net programming technologies (e.g., Internet Explorer)

Exhibit C: Hosting Service

Konnech will host the system.

Konnech will host the production server in the Microsoft Azure Cloud.

Konnech will host the backup server at a telecommunications company with data and T1 PRI service located at the Lansing Metro Datacenter (1800 N. Grand River Ave., Lansing, MI 48906). The Lansing Metro Datacenter offers direct connection to multiple backbone connections and traffic gets to its destination quickly and efficiently. The datacenter is double hulled, essentially a building within a building complete with a redundant roof. A highly secure and controlled environment featuring on site 24-hour, 365 days a year operations and resilient power systems backed by APC UPS's, generator, air conditioning and comprehensive physical security.

Konnech will host the testing server at 4211 Okemos Road, Okemos, MI 48864.

Exhibit D: Fee Schedule

PollChief ®

<u>Module:</u>	<u>Initial Set-Up Cost:</u>	<u>Annual Renewal Cost:*</u>
Poll Chief Platform (includes locations) (PPMS)	\$30,000.00	\$23,000.00
Poll Worker Management System (PWMS)	\$5,000.00	Included
Totals:	\$35,000.00	\$23,000.00

Fees Include:

- Hosting
- Remote backup of customer data
- Annual software releases with system upgrades
- Help desk support
- "Bug" fixes
- 10,000 voice calls/year from Konnech communication server

*Annual Renewal Fee will not begin until one year after the date of the original contract