

Administration
925.335.7899
925.335.7893 fax

Elections Division
925.335.7800
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Contra Costa County
Clerk-Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553

Deborah Cooper
County Clerk-Recorder
and Registrar of Voters



May 11, 2021

Via email: research@truethevote.org

RE: Your Public Records Act Request received on April 2, 2021

Dear Ms. Holsworth:

This responds to your Public Records Act request, received on April 2, 2021, seeking various documents related to PollChief by Konnech. The included documents are responsive to request #1.

Thank you.

Sincerely,

Sara Brady
Elections Services Manager
Contra Costa County Elections

Konnech PollChief®

License, Maintenance and Support Agreement

Between

Contra Costa County, on behalf of its Elections Department

555 Escobar Street

Martinez, CA 94553

and

Konnech, Inc.

4211 Okemos Rd., Ste. 3

Okemos, Michigan 48864

License, Maintenance and Support Agreement

THIS AGREEMENT is entered into on the 12th day of January, 2018 ("Effective Date"), by and between **Contra Costa County** on behalf of its Clerk-Recorder-Elections Department, hereinafter referred to as the "**Client**", and **KONNECH INC.** hereinafter referred to as "Konnech" or "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 related database and server, and hosting infrastructure (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.** The License shall be in effect throughout the Term (as defined in Paragraph 10 below) of this Agreement, 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 Elections Division at no additional cost.
5. **Delivery and Installation of the System.** The System and all Documentation to be furnished by Konnech hereunder 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**'s 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. **Fees.** **CLIENT** agrees to pay Konnech the fees shown in Exhibit D for the Term of this Agreement, which includes an initial fee for development, hosting, support and maintenance, and the License, and annual fees payable at the start of the second and third years of the Term (as defined in Section 10 below) for hosting, support and maintenance, and the License. The fees do not include any costs for the Recommended Hardware/Software needed for the operation of the System.
7. **Documentation and Software.** Konnech shall make the System available to **CLIENT** through the World Wide Web. Konnech will provide to **CLIENT** in electronic format copies of and updates to the System Administration Manuals, which will be revised and updated as needed in order to assist **CLIENT** in the operation of the System ("Documentation"). 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 that is 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 Paragraph 20 and 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.**

- (a) All information regarding **CLIENT's** business operations, business systems, and related confidential matters furnished or disclosed to Konnech in the course of the negotiation or performance 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 or disclosed 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**. Konnech shall protect, and shall cause its subcontractors to protect, from unauthorized disclosure, all data in the System and all data Konnech obtains from **CLIENT**, with the same degree of care that Konnech regularly employs to safeguard its own confidential information, but shall use no less than a reasonable degree of care to prevent the unauthorized disclosure of any such data. In the event of a breach of the security of the System potentially causing an unauthorized disclosure of such confidential information, Konnech shall promptly notify **CLIENT** of such breach.
- (b) **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 herein. Notwithstanding any provision of this Agreement to the contrary, the provisions of law shall prevail over the provisions of this Agreement. Notwithstanding anything contained herein to the contrary, **CLIENT** is a political subdivision of the State of California and is subject to the California Public Records Act (California Government Code Section 6250 et seq., the "Public Records Act"). Any of Konnech's confidential and/or proprietary information that **CLIENT** may be obligated to disclose under California law may be released and disclosed by **CLIENT** pursuant to the Public Records Act, and any such release or disclosure shall not in any way constitute a breach of this Agreement, nor will **CLIENT** be liable to Konnech for such release or disclosure. If **CLIENT** receives a request under the Public Records Act for disclosure of information that Konnech has specifically marked "confidential" or "proprietary," **CLIENT** will provide Konnech with written notice of such request (the "Notice of Request for Disclosure"). If Konnech has a reasonable basis for contending that the disclosure of such information is not required by the Public Records Act, Konnech shall, within eight (8) days following the date of mailing of the Notice of Request for Disclosure, notify **CLIENT** in writing of its objection to disclosure of the information and the basis therefor. If **CLIENT** determines that the information

requested is not exempt from disclosure and intends to release the requested information in compliance with the Public Records Act, then it will provide written notice of such intent to Konnech ("Notice of Disclosure"), and Konnech shall then have ten (10) days from the date of the Notice of Disclosure to seek relief from disclosure required under the Public Records Act in court. If **CLIENT** receives no written objection from Konnech within ten (10) days of the date of the Notice of Disclosure, **CLIENT** may disclose the information referenced in the Notice of Disclosure.

10. **Term.** This Agreement will commence on the Effective Date and end thirty-six (36) months thereafter (the "Term"). After expiration of the Term, this Agreement may be extended by the parties through an amendment to this Agreement..
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 reasonably requests 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 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, telephone, shipping, and the like. 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** WITH RESPECT TO THE PERFORMANCE OF THE SYSTEM 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. **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. Notwithstanding the fact that Konnech is hosting **CLIENT**'s data on the System, **CLIENT** owns all right, title and interest in and to the data in the System and Konnech has no ownership in the data.
15. **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. Except as required by law, **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. Except as required by law, **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.

16. **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 person or entity.
17. **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.
18. **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**.
19. **Progress Reports/Meetings.** Konnech and **CLIENT** shall conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.
20. **Maintenance and Support.**
 - (a) Coverage. During the Term of this Agreement, Konnech shall:
 - (i) Provide year-round support 24 hours a day, seven days a week for the resolution of emergency issues.

- (ii) 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).
 - (iii) 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).
 - (iv) Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to Konnech and that affects the performance of the System. Such correction, replacement, or services will be promptly provided by Konnech 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 Virtual Private Network (VPN) or modem to **CLIENT**'s system, 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 caused solely by **CLIENT** or unauthorized **CLIENT** System changes, however, will be billed at Konnech's standard time and material rates set forth in Exhibit D (Fee Schedule) attached hereto.
- (b) Annual Fees. **CLIENT** will pay Konnech the initial fee and subsequent years' annual fees set forth on Exhibit D (Fee Schedule) attached hereto for the use, maintenance and support of the System and the modules set forth on Exhibit A (Description of Modules). Konnech will invoice **CLIENT** for the annual fee for the second and third years of the Term at least ninety (90) days prior to the beginning of such year. **CLIENT** shall pay each annual fee within thirty (30) days of receipt of the invoice, but in no event later than the start of the forthcoming year. After the expiration of the Term, Konnech shall have the option to increase the annual 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 for the Bay Area, whichever is greater.
- (c) Late Charges; Termination. **CLIENT** understands and agrees that each annual fee is a fee for the right to continue to have the License to use the System and Documentation and receive the maintenance and support described herein for each twelve month period during the Term, and payment therefor is due and payable 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' written notice from Konnech, and the expiration of the then-current Term for which payment has been made.

- (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.

21. **Breach/Default Generally.**

- (a) **Client Breach.** In the event **CLIENT** is in default in the payment of any fee set forth herein 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**. **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 are not considered a default under this Agreement. Prior to termination of this Agreement, Konnech will return all **CLIENT** data in the System to **CLIENT** in a format acceptable to **CLIENT**.
- (b) **Konnech Breach.** Konnech's failure to perform any provision of this Agreement, or to render its performance under this Agreement in a timely manner, is a default. If

Konnech's default is curable, **CLIENT** may, but is not required to, deliver written notice to cure a default to Konnech ("Notice to Cure"). Within thirty (30) days following the mailing of the Notice to Cure, Konnech shall cure the default. If Konnech fails to cure such default within thirty (30) days of the date the Notice to Cure is mailed, then, in addition to any other rights available to under law or equity, **CLIENT** may terminate this Agreement without further notice. If a default is not curable or if **CLIENT** elects not to give Konnech a Notice to Cure, then, in addition to any other rights available to it under law or equity, **CLIENT** may immediately terminate this Agreement without notice. Upon termination by **CLIENT** for Konnech's default, Konnech shall provide **CLIENT** with a pro-rata refund of all Maintenance and Support Services fees and Software license Fees paid in advance, and return all **CLIENT** data in the System to **CLIENT** in a format acceptable to **CLIENT**.

22. **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 Paragraphs 9, 14, 15, 16 and 17 (and only Paragraphs 9, 14, 15, 16 and 17), 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 court of competent jurisdiction.
23. **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 or the System 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) the software against which the claim is made was manufactured, created, and developed by Konnech and not third parties; (b) **CLIENT** notifies Konnech promptly in writing of any patent or copyright claim; and (c) 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 the claimant, obtain a right to use the System from the claimant, or refund to **CLIENT** the License Fee paid hereunder.
24. **Indemnification.** Konnech shall defend, indemnify, save, and hold **CLIENT** and its officers and employees harmless from any and all claims, demands, losses, costs,

expenses, and liabilities for any death, or injury to person(s) or property, or the unauthorized disclosure of data in the System, arising directly or indirectly from or connected with the services provided under this Agreement that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Konnech, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by **CLIENT**, Konnech shall defend any such suits at its sole cost and expense. If **CLIENT** elects to provide its own defense, Konnech shall reimburse **CLIENT** for any expenditures, including reasonable attorney's fees and costs. Konnech's obligations under this Section 24 exist regardless of concurrent negligence or willful misconduct on the part of **CLIENT** or any other person; provided, however, that Konnech is not required to indemnify **CLIENT** for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of **CLIENT**, its officers and employees.

25. **Insurance.** During the entire term of this Agreement and any renewal or modification hereof, Konnech shall keep in effect insurance policies meeting the following insurance requirements:
- (a) **Commercial General Liability Insurance.** Konnech shall provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Konnech shall cause such insurance to be endorsed to include **CLIENT** and its officers and employees as additional insureds as to all services performed by Konnech under this Agreement. Such policies must constitute primary insurance as to **CLIENT** and its officers, agents, and employees, so that other insurance policies held by them or their self-insurance programs will not be required to contribute to any loss covered under Konnech's insurance policy or policies.
 - (b) **Workers Compensation.** Konnech shall provide workers' compensation insurance for its employees with statutory limits as required by the Labor Code of the State of California.
 - (c) **Documentation of Coverage.** Konnech shall submit to **CLIENT** properly executed certificates of insurance clearly evidencing all coverages and limits required above and copies of additional insured endorsements required above on or before the Effective Date of this Agreement. Konnech agrees to maintain current certificates of insurance evidencing the above-required coverages, limits, and endorsements evidencing the above-specified requirements on file with **CLIENT** for the duration of this Agreement. If Konnech renews an insurance policy or acquires either a new insurance policy or

amends the coverage afforded through an endorsement to a policy at any time during the term of this Agreement, Konnech shall provide a current certificate of insurance.

- (d) **Notice of Cancellation and Material Changes.** No later than five days after Konnech's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Konnech's insurance coverage required by this Agreement; or (ii) a notice of a material change to Konnech's insurance coverage required by this Agreement, Konnech shall provide **CLIENT** a copy of such notice of cancellation, intention to cancel, lapse of coverage, or material change. Konnech's failure to provide **CLIENT** the notice as required by the preceding sentence is a default under this Agreement.
- (e) **Policy obligations.** Konnech's indemnity and other obligations are not limited by the foregoing insurance requirements.
- (f) This Section 25 shall survive termination of this Agreement.

26. **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.

27. **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.

28. **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. Notices to **CLIENT** must be addressed to the department head of **CLIENT** department for which this Agreement is made. 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.

29. **Waiver or Modification.**

- (a) No waiver or modification of this Agreement or 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.

- (b) The waiver by **CLIENT** or Konnech of any breach of any term or provision of this Agreement will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein. Except as expressly set forth in this Agreement, inspections, approvals, or statements by any officer, agent or employee of **CLIENT** indicating that Konnech's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of such performance, or payments therefor, or any combination of these acts, do not relieve Konnech's obligation to fulfill this Agreement as prescribed; nor is **CLIENT** thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
- 30. **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.
- 31. **Litigation Costs.** Except as otherwise expressly provided herein, each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.
- 32. **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.
- 33. **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 or in the Documentation.

34. **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.
35. **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.
36. **Termination.**
- (a) **CLIENT Termination.** In addition to the termination rights granted under Section 21 (Default), **CLIENT** may terminate this Agreement in whole or in part, with or without cause, at any time by providing thirty (30) days advance written notice of termination to Konnech.
 - (b) **Konnech Termination.** Konnech may terminate this Agreement at any time by providing **CLIENT** thirty (30) days advance written notice of termination. In the event Konnech terminates this Agreement before the end of the initial twelve month period or any subsequent twelve month period, Konnech shall reimburse **CLIENT** a pro rata portion of the fee paid for such twelve-month period. After Konnech sends **CLIENT** a notice of termination or receives **CLIENT**'s notice of termination, Konnech shall: (a) comply with the instructions of **CLIENT** with respect to stopping or continuing work until the termination date; and (b) return to **CLIENT** all Confidential Information and **CLIENT** data, along with all copies and notes made from it and a certificate signed by Konnech's authorized representative evidencing compliance with this provision. If this Agreement is terminated by Konnech for reasons other than a breach hereof by **CLIENT**, **CLIENT** is entitled to a pro-rata refund of all Maintenance and Support Services fees and software license fees paid in advance.
37. **Parties' Relationship.** The parties intend that Konnech, in performing the services specified herein, is acting as an independent contractor and that Konnech shall control the work and the manner in which it is performed. This Agreement is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Nothing contained in this Agreement authorizes either party to act as the agent or legal representative of the other for any purpose. No provision of this Agreement grants either party any express or implied right of authority to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Konnech and its employees, subcontractors, and subcontractors' employees are not, and will not be deemed to be, employees of **CLIENT**. This Agreement does not give Konnech any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits **CLIENT** provides to its employees. If **CLIENT** exercises its right to terminate this Agreement, Konnech expressly

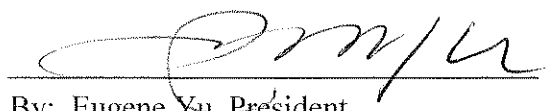
agrees that it shall have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees. Konnech and its subcontractors are solely responsible for the payment of their respective employees' compensation, including employee taxes, workers' compensation, and any similar taxes associated with their employment.

38. **Choice of Law and Personal Jurisdiction.** This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement. Any action relating to this Agreement must be instituted and prosecuted in the courts of Sacramento County, State of California.
39. **Compliance with Law.** Konnech is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Agreement, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination. Should federal or state regulations or laws touching upon the subject of this Agreement be adopted or revised during the term hereof, this Agreement will be deemed amended to assure conformance with such federal or state requirements. Konnech agrees that all goods and services under this Agreement will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
40. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of **CLIENT**, the State of California, and the United States Government, Konnech's regular business records and such additional records pertaining to this Agreement as may be required by **CLIENT**.
- (a) **Retention of Records.** Konnech must retain all documents pertaining to this Agreement for five years from the date of submission of Konnech's final payment demand or final cost report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Agreement's funding period. Upon request, Konnech must make these records available to authorized representatives of **CLIENT**, the State of California, and the United States Government.
- (b) **Access to Books and Records of Konnech.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Konnech must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Agreement, make available to **CLIENT** or any of its duly authorized representatives, this Agreement and books, documents, and records of Konnech necessary to certify the nature

and extent of all costs and charges hereunder. Further, if Konnech carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to **CLIENT** or any of its duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

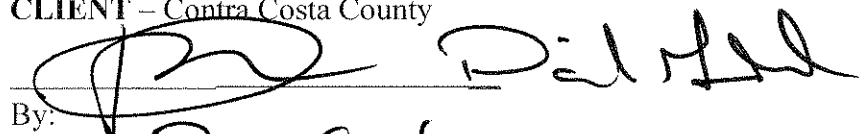
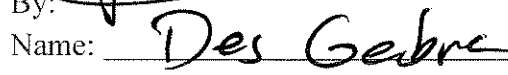
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to bind them as of the Effective Date.

Konnech, Inc., Okemos, MI


By: Eugene Yu, President

Date: 1-12-2018

CLIENT – Contra Costa County


By: 
Name: Des Gebre

David J. Gould, CPPO
Purchasing Manager
Contra Costa County
Purchasing Services Division

Date: 01/18/2018

FORM APPROVED
Sharon L. Anderson, County Counsel

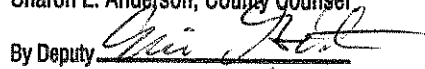
By Deputy 
Eric Goldstein

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.

Poll Worker Management System (PWMS)

PWMS organizes poll workers. It is used to hire applicants, appoint workers to election job titles and locations, enroll workers in training, take attendance at training, take attendance at work, and pre-process payroll for export to finance.

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, logic and accuracy tests, service records, warehouse property management records, planning, packing, and drayage.

The following mobile apps are included as part of the system for this client and the cost for effecting them are including in this contract:

- Site Survey App
- Training Attendance
- Work Attendance
- Asset check-in/out

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

Item	Initial Fee Due Upon the Effective Date	Annual Fee Due at the Start of Each Subsequent Year
Poll Platform Management System (platform with locations) with Poll Asset Management System	\$30,000	\$5,000
Poll Worker Management System (PWMS) with Poll Recruiting & Training Link	\$20,183	\$10,000
Site Survey Android App	\$1,000	\$0
Training Attendance Android App	\$1,000	\$0
Work Attendance Android App	\$1,000	\$0
Asset check-in/out app	\$1,000	\$0
TOTAL COSTS	\$54,183	\$15,000

Hourly Rate for services not covered in annual fee

\$175.00

Konnech' Inc.

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

Invoice

Date	Invoice #
1/18/2018	76387

Bill To
Account Payable Contra Costa County Elections Division 925-335-7841

Ship To
Alicia Little Contra Costa County Elections Division 925-335-7841

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/18/2018			
Quantity	Item Code	Description			Price Each	Amount
1	Service	Initial Fee Due for Konnech PollChief Election Logistic Management System with both Platform Management Sub-system and Asset Management Sub-system			54,183.00	54,183.00
		Sales Tax			6.00%	0.00

Konnech' Inc.

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

Invoice

Date	Invoice #
1/14/2019	76439

Bill To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
011653	Net 30		1/18/2019			
Quantity	Item Code	Description			Price Each	Amount
1	Service	Annual service and hosting for PollChief Modules: Poll Platform Management System (platform with locations) with Poll Asset Management System Poll Worker Management System (PWMS) with Poll Recruiting & Training Link			15,000.00	15,000.00
					8.75%	0.00

Konnech' Inc.

Invoice

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

Invoice #

76467

Bill To

Elections Office
555 Escobar Ave
County Clerk-Recorder
Martinez, CA 94553

Ship To

Elections Office
555 Escobar Ave
County Clerk-Recorder
Martinez, CA 94553

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Quantity	Item Code	Description			Price Each	Amount
12	Part	Chainway C70 Scanner			1,110.00	13,320.00T
1	Part	They want to order 23 holsters for the scanners			1,119.56	1,119.56T
		Sales Tax			6.00%	866.37

Konnech' Inc.

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

Invoice

Date	Invoice #
2/11/2020	76503

Bill To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

Ship To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
011653	Net 30		1/14/2020			
Quantity	Item Code	Description			Price Each	Amount
1	Service	Annual service and hosting for PollChief Modules: Poll Platform Management System (platform with locations) with Poll Asset Management System Poll Worker Management System (PWMS) with Poll Recruiting & Training Link			15,000.00	15,000.00
					8.75%	0.00

Konnech' Inc.

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

Invoice

Date	Invoice #
4/13/2018	76396

Bill To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

Ship To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
011653	Net 30		4/13/2018			

Quantity	Item Code	Description	Price Each	Amount
11	Scanner	Department Requisition Number CL-011-18-16276CL - Clerk-Recorder Buyer: Gebre, Des 925-313-2152 •11 scanner:guns and accessories (Brand: Chainway, Model: C70) •The services to program each gun •Shipping is included •Taxes	1,110.00	12,210.00T
			8.75%	1,068.38
			Total	\$13,278.38



Purchase Order

Page 1 of 1

Alicia Little

Contra Costa County
Public Works
PURCHASING SERVICES
255 GLACIER DR.
Martinez, CA 94553

V E N D O R	Alt ID #:13073
	Konnech Inc
	4211 Okemos Road, Suite 3 & 4
	Okemos, MI 48864

PO Date: 04/13/2018	Purchase Order Number
Buyer: Gebre, Des	P 011653
Phone: 925-313-2152	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.
FOB: F.O.B., Destination	
Terms: Net 30	

S H I P T O	Elections Office
	County Clerk-Recorder
	555 Escobar Ave
	Martinez, CA 94553

I N V O I C E	Elections Office
	County Clerk-Recorder
	555 Escobar Ave
	Martinez, CA 94553

Department		Requisition Number	Bid Number		Delivery Date
CL - Clerk-Recorder		CL-011-18-16276			
Item #	Item Description	Quantity	Unit	Unit Price	Total
1	THIS PURCHASE ORDER IS FOR THE FOLLOWING AS PER THE ATTACHED QUOTE #2029: SCANNER GUNS AND ACCESSORIES WITH SERVICES TO PROGRAM EACH GUN (BRAND: CHAINWAY, MODEL: C70) Dept. Contact: Contact Alicia Little at (925)335-7841	11.00	EA	\$1,110.00	\$12,210.00
				SUBTOTAL:	\$ 12,210.00
				DISCOUNT:	\$0.00
				TAX:	\$1,068.38
				TOTAL:	\$13,278.38

This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at www.cccounty.us.

EN	ORGN	SUBO	TAS	OPT	ACT/WAP	Percent	Amount
01	-2353	-2132	-	-		100%	\$13,278.38

Deil Little
Purchaser Manager / Buyer

Konnech' Inc.

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

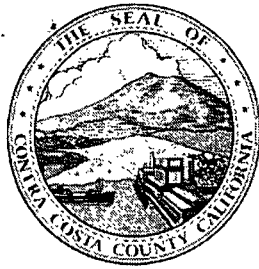
Invoice

Date	Invoice #
12/18/2019	76417

Bill To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
017847	Net 30		12/18/2019			
Quantity	Item Code	Description			Price Each	Amount
1	Service	New election made, user can import KML file to import precincts and location for the election (15 hours)			2,625.00	2,625.00
					8.75%	0.00



Purchase Order

Contra Costa County
Public Works
PURCHASING SERVICES
40 Muir Road, 2nd Floor
Martinez, CA 94553

V E N D O R	Alt ID #:13073	PO Date: 12/18/2019	Purchase Order Number
	Konnech Inc 4211 Okemos Road, Suite 3 & 4 Okemos, MI 48864	Buyer: Briones, Adrian Phone: 925-957-2493 FOB: F.O.B., Destination Terms: Net 30	P 017847 ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

S H I P T O	Elections Office County Clerk-Recorder 555 Escobar Ave Martinez, CA 94553	I N V O I C E	Elections Office County Clerk-Recorder 555 Escobar Ave Martinez, CA 94553

Department		Requisition Number		Bid Number		Delivery Date
CL - Clerk-Recorder		CL-011-20-26297				
Item #	Item Description	Quantity	Unit	Unit Price	Total	
1	THIS PURCHASE ORDER IS FOR THE FOLLOWING: -IMPORT SHAPE FILE IN ELECTION SETTING: -POLLING PLACES -PRECINCTS ASSIGNED TO THE POLLING PLACES -PRECINCT PROFILE POPULATED WITH VOTER COUNT, VOTE BY MAIL COUNT, SPLITS (15 HOURS) Dept. Contact: Contact JESSAMYN HAZZARD at (925)335-7851	15.00	HR	\$175.00	\$2,625.00	
				SUBTOTAL:	\$ 2,625.00	
				DISCOUNT:	\$0.00	
				TAX:	\$0.00	
				TOTAL:	\$2,625.00	

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This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at www.cccounty.us.

EN	ORGN	SUBO	TAS	OPT	ACT/WAP	Percent	Amount
01-2353-2251-			-	-		100%	\$2,625.00


Purchaser Manager / Buyer

Konnech' Inc.

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

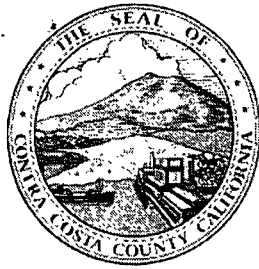
Invoice

Date	Invoice #
12/18/2019	76417

Bill To
Elections Office 555 Escobar Ave County Clerk-Recorder Martinez, CA 94553

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
017847	Net 30		12/18/2019			
Quantity	Item Code	Description			Price Each	Amount
1	Service	New election made, user can import KML file to import precincts and location for the election (15 hours)			2,625.00	2,625.00
					8.75%	0.00



Purchase Order

Contra Costa County
Public Works
PURCHASING SERVICES
40 Muir Road, 2nd Floor
Martinez, CA 94553

V E N D O R	Alt ID #:13073
	Konnech Inc
	4211 Okemos Road, Suite 3 & 4
	Okemos, MI 48864

PO Date: 12/18/2019	Purchase Order Number
Buyer: Briones, Adrian	P 017847
Phone: 925-957-2493	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER.
FOB: F.O.B., Destination	SUBMIT AN INVOICE TO THE
Terms: Net 30	"INVOICE TO" DEPT FOR PAYMENT.

S H I P T O	Elections Office
	County Clerk-Recorder
	555 Escobar Ave
	Martinez, CA 94553

I N V O I C E	Elections Office
	County Clerk-Recorder
	555 Escobar Ave
	Martinez, CA 94553

Department		Requisition Number		Bid Number		Delivery Date
CL - Clerk-Recorder		CL-011-20-26297				
Item #	Item Description	Quantity	Unit	Unit Price	Total	
1	THIS PURCHASE ORDER IS FOR THE FOLLOWING: -IMPORT SHAPE FILE IN ELECTION SETTING: -POLLING PLACES -PRECINCTS ASSIGNED TO THE POLLING PLACES -PRECINCT PROFILE POPULATED WITH VOTER COUNT, VOTE BY MAIL COUNT, SPLITS (15 HOURS) Dept. Contact: Contact JESSAMYN HAZZARD at (925)335-7851	15.00	HR	\$175.00	\$2,625.00	
				SUBTOTAL:	\$ 2,625.00	
				DISCOUNT:	\$0.00	
				TAX:	\$0.00	
				TOTAL:	\$2,625.00	

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This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at www.cccounty.us.

EN	ORGN	SUBO	TAS	OPT	ACT/WAP	Percent	Amount
01-2353-2251-			-	-		100%	\$2,625.00


Purchaser Manager / Buyer