

Konnech PollChief®
System License, Maintenance and Support Agreement

Between

Fairfax County, Virginia
12000 Government Center Parkway, Ste. 323
Fairfax, VA 22035

and

Konnech, Inc.
4211 Okemos Rd., Ste. 3&4
Okemos, MI 48864

System License, Maintenance and Support Agreement for Konnech PollChief®

Terms and Conditions

1. **System License.** Konnech Inc. ("**Konnech**") hereby grants Fairfax County, Virginia (the "**Customer**") and the Customer hereby accepts from Konnech, subject to all the terms, covenants, conditions, and limitations set forth in this "System License, 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 cloud-based PollChief® Election Management software service, developed and owned by Konnech, including all releases, enhancements, customizations, and other changes thereto (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 the Customer uses 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) the Customer is not in breach of, or in default under, this Agreement; and (b) the Customer 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
 - Exhibit E: SaaS Support Service Levels
 - Exhibit F: Change Order Form

In the event of a conflict between the provisions of the main body of this Agreement and the provisions of any Exhibit, the provisions of the main body of this Agreement shall govern.
4. **Location of the System.** The location of the physical servers hosting the System and the data (the "**SaaS Location**") shall at all times be within the United States. Konnech shall ensure that the SaaS location remains within the United States throughout the Term of this Agreement (as defined herein).
5. **Delivery and Installation of the System.** The System and all Documentation will be made available by Konnech to the Customer following execution of this Agreement. Should the Customer's hardware not be compatible for use with the System, the Customer, at the Customer's sole obligation and expense, shall be required to purchase or otherwise acquire all hardware and non-Konnech software recommended by Konnech (see, Exhibit B: Recommended Hardware & Software) for successful access to, and implementation of, the System by Customer.

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6. **License Fees.** The Customer agrees to pay the License Fee (for License & Use Fee Renewal, Support, Maintenance and Hosting) as set out in Exhibit D – Fee Schedule.
7. **Documentation and Software.** The System will be accessible to the Customer through the following supported web browsers: Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, or Google Chrome, as set out in Exhibit B. The Documentation shall be accessible to the Customer through the Supported Web Browsers. The Documentation shall consist of the System Administration Manuals and Help Manuals, which will be revised and updated as needed in order to assist the Customer in the operation of the System. System Administration Manuals and Help Functions may be printed in hard copy by the Customer. Addenda and corrections to the Documentation will be supplied as the software develops.
8. **Customization.** For the purposes of this agreement, "**Customizations**" shall mean the situation where the Customer requests consulting support or customization of the System, which is in addition to or otherwise beyond (i) the scope of Konnech's obligations under the System Warranty (as described in Paragraph 11 below); or, (ii) Konnech's Maintenance and Support provisions, including but not limited to those described in Exhibit A attached hereto; or, (iii) requires Konnech to create new programming code not present in the System.

Any requests for Customizations by Customer shall be in writing and signed by the authorized representatives of both Customer and Konnech, as set out in Exhibit F. Should Konnech agree to perform such Customizations, all such Customizations requested by the Customer will be provided by Konnech at Konnech's then-current rates for the services requested, which shall be communicated by Konnech to Customer upon request. Furthermore, and if required, the Customer shall reimburse Konnech for all reasonable travel and living expenses incurred by consultants and employees of Konnech in implementing the Customizations, which expenses shall first be communicated in writing by Konnech, and thereafter accepted in writing by Customer.

9. **Confidentiality.** All information regarding the Customer'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 the Customer 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 the Customer. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of Konnech. The Customer 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.

Further to the provisions above, and notwithstanding any portion of this Agreement to the contrary, Konnech understands and acknowledges that the Customer is a public governmental body, and is such, is subject to the terms and conditions of the *Freedom of Information Act* ("**FOIA**"). Konnech further understands and acknowledges that any confidential information provided by Konnech to Customer may be legally compelled to be disclosed if Customer is

required to do so under FOIA, by an order of a court of tribunal, or in connection with a legal proceeding.

10. **Term.** This Agreement will have a term of four (4) years (the “Agreement Term”). This Agreement Term will commence on July 1, 2021 (the “Commencement Date”) for an initial one (1) year term (“First Year Term”), this Agreement will automatically continue for successive, three (3) one (1) year terms (“Renewal Term”). This Agreement may be extended by the Customer for an additional one (1) year term (each a “Extension Term”) upon payment of the Renewal Term Fee shown in Exhibit D. Either party may terminate this Agreement by providing written notice one-hundred and eighty (180) days prior to the expiry of the then current Renewal Term.

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 no Customizations have been implemented. Any Customizations shall be subject to the warranty terms determined at the time said Customizations are agreed to between the parties hereto.

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.

The Customer 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 no later than January 1 of any regularly-scheduled election year (said election years to be communicated by Customer to Konnech within a reasonable time following the Commencement Date).

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 the Customer using 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 otherwise make the System functional for the Customer in accordance with the Documentation, Customer shall have the right to terminate this Agreement without liability, and upon so doing, Konnech shall refund to the Customer fees already paid to Konnech on a pro-rata basis. The pro-rata refund will be based on the number of months remaining in the then-current Term.

The foregoing warranty does not replace or eliminate in any way the Customer’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 THE CUSTOMER 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 THE CUSTOMER 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 parties agree that no action may be instituted hereunder more than one (1) year after the cause of action occurred or should have been discovered by reasonable due diligence of the customer. THE LIABILITY OF KONNECH TO THE CUSTOMER FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE SYSTEM.

14(A): Title to the System, and Protective Covenants. The Customer 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 the Customer 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 the Customer in the same manner and subject to the same exceptions as Konnech is obligated to maintain the confidentiality of Customer 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 the Customer, or its agents or employees. All programs, documentation, and materials in machine-readable form, if any, that may have been supplied to the Customer under the License contained in this Agreement shall be kept in a secure place under access and use restrictions not less strict than those applied to the Customer's most valuable and sensitive programs and data.

14(B): Title to Customer Data. For the purposes of this Agreement, "**Customer Data**" shall mean any information, material, data, metadata, dataset, database that is (i) provided by or on behalf of the Customer to Konnech for use, processing, storing or hosting by Konnech in the provision of the System, or (ii) created, produced or derived from the use, processing, storing or hosting of that information, material, data, dataset, or database from Konnech's provision of the System.

The parties hereto agree and acknowledge that the Customer retains all right, title and ownership to Customer Data, including any intellectual property rights associated with Customer Data. Konnech understands it has no right, title or interest in Customer Data. Konnech will not access, use or modify, or permit third parties to access, use or modify, Customer Data except: (i) to the extent required to perform this Agreement; or, (ii) in accordance with all applicable law, upon notice to the Customer.

Konnech shall provide commercially reasonable assistance to the Customer in relation to Customer Data including identification, labelling, searching, reporting, copying, retrieval and modification of Customer Data.

Konnech will notify the Customer upon becoming aware of any loss, destruction, breach, unauthorized access or damage to any Customer Data.

Upon termination of this Agreement, Konnech shall cooperate and provide assistance to the Customer in retrieving any and all Customer Data from the System and/or the SaaS Location.

- 15. Copying the System or Documentation.** The Customer 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 or contractors of the Customer for use by them in their regular services to the Customer in operating the System. The Customer further agrees not to disassemble, reverse compile or reverse engineer the object code of any part of the System (including any Customizations thereof) or otherwise attempt to derive the source code of the System, except to the extent permitted by law. The Customer 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 the Customer shall take appropriate action to ensure that these obligations will be and are fulfilled.
- 16. Use Restrictions.** The Customer is restricted to using the System exclusively for the Customer's own use and may not use the System to process the data of another jurisdiction or any other governmental 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. 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 the Customer's consultants or other counties or 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.** The parties acknowledge that the System is a cloud-based, "Software-as-a-Service" (or "SaaS") solution, and the parties hereto agree to work together in good faith to ensure successful implementation and connectivity to the System.
- Konnech shall be solely responsible to ensure that the System, and any necessary infrastructure at the SaaS location, is ready for the Customer's access and implementation as at the Commencement Date.
- Furthermore, the Customer shall be solely responsible for the preparation of its hardware and related network infrastructure to permit the Customer's access to and implementation of the System.
- 19. Progress Reports/Meetings.** Konnech and the Customer shall conduct meetings to review progress on a regular basis, with the schedule for said meetings to be jointly determined by the parties.

20. Maintenance, Support Levels and Uptime Commitments.

For the purposes of this section, "Defect" shall mean a failure of the System (including the SaaS Location) to comply with the specifications as contained in the Documentation.

- (a) *Coverage.* During the Term of this Agreement, subject to renewal or termination as otherwise provided herein, Konnech agrees to:

Provide support as set out in Exhibit E.

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- Provided the Customer with the configurable version of the System and Documentation, including any and all improvements to them (but not including new products developed by Konnech for use in conjunction with the System that are sold separately).
- (b) *Fees.* The fee for System 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 have the option to increase said fee by not more than five percent (5%) of the fee charged for the previous Term or Renewal Term, or the rate of inflation as measured by the Consumer Price Index as at the date of renewal, 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 the Customer, not later than 90 days prior to the expiry of the then-current Term, of the amount of the annual System Use/Maintenance/Support fee for the next Renewal Term.
 - (c) *Late Charges; Termination.* The Customer 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 herein 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 15 above, in the event the Customer fails to timely pay any such annual fee, or any other fees or charges provided for in this Agreement, the Customer's License to use the System and Documentation shall terminate on the earlier of one-hundred eighty (180) 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 the Customer may, by mutual written agreement signed by authorized representatives of Konnech and the Customer, 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., additional days of training and the like).
 - (e) *Enhancements and Corrections.* Any enhancements, updates, corrections, or alterations to, or new versions of the System or Documentation shall be delivered or otherwise made available to the Customer by Konnech in the manner set out in Paragraph 8 above.
 - (f) *Travel Expenses.* The Customer shall reimburse Konnech for any travel expenses incurred by Konnech at the then current rates allowed by Customer employees traveling on business. Such expenses shall be pre-approved in writing by the Customer and may include travel to and from the Customer's site, lodging, meals, telephone, shipping, and the like.
21. **Breach/Default Generally.** In the event the Customer is in default in the payment of any fee set forth above or fails to carry out any other requirement of this Agreement, Konnech shall notify the Customer in writing by email or certified mail. If the Customer 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 the Customer's hardware and equipment). In the event of such default or breach, the Customer agrees to immediately cease use of the System, remove the System from any medium onto which the Customer has downloaded it, and deliver to Konnech the System and all System backups,

Documentation, and other materials delivered by Konnech to the Customer. Konnech shall have no duty to perform under this Agreement in the event the Customer defaults under or breaches this Agreement and fails to remedy such default or breach as provided herein.

- 22. Breach/Default as to Certain Use/Disclosure Restrictions; Attorney's Fees.** The Customer 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 proceeding (including litigation, arbitration, mediation, or other legal proceedings) 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 litigation.
- 23. Patent and Copyright Indemnification.** Konnech agrees to defend, indemnify and hold the Customer harmless from any claim, suit, or action relating to a patent or copyright infringement arising out of the Customer'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 the Customer incurred in the defense of any patent or copyright claim or suit, provided that: (a) the Customer 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) the Customer 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 the Customer the License fee paid hereunder.
- 24. Taxes and Duties.** The Customer 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, the Customer agrees that it and not Konnech will be liable for and promptly pay any such taxes or duties that may become due as a consequence of this Agreement.
- 25. Use of the Customer's Name.** Konnech may include the Customer's name in any marketing materials listing Konnech customers, for Konnech's own marketing efforts, provided it has received Customer's prior written authorization to do so, which authorization may not be reasonably withheld by Customer.
- 26. 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 may be given by one party to the other party by being:
- (i) posted to the party's current postal address for notices by pre-paid ordinary mail or airmail (as relevant), in which case it will be deemed to be given 5 Business Days after the date of posting;
 - (ii) delivered by hand, in which case it will be deemed to be given as on the date of delivery;

- (iii) sent by email, in which case it will be deemed to be given on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered; or
 - (iv) given in any other way permitted by Law;
- except that a delivery by hand or email received after 5:00pm (local time of the receiving party) will be deemed to be given on the next Business Day.

The address for notices for each party are as follows:

If to Konnech:

Eugene Yu
4211 Okemos Road, Ste 3 & 4
Okemos, MI, USA, 48864

If to the Customer:

Scott Konopasek, General Registrar
Fairfax County Office of Elections
12000 Government Center Parkway, Suite 323
Fairfax, VA, 22035

Either party may, from time to time, change the notice address set forth in this Agreement 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.

27. **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.
28. **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.
29. **Entire Agreement.** This Agreement, including its exhibits 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. The Customer acknowledges that it has

not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.

30. **Applicable Law.** The laws of the State of Michigan and the federal laws of the United States applicable therein shall govern this Agreement.
31. **Dispute Resolution.** The parties hereto submit to the exclusive jurisdiction of the courts of Michigan for the adjudication of any disputes arising under this Agreement.
32. **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.
33. **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.
34. **Multiple Copies or Counterparts of this Agreement.** The original and one or more copies of this Agreement may be executed by the parties hereto. In such event, all of such executed copies shall have the same force and effect of a fully executed original.
35. **Non-Appropriation of Funds.** All funds for payment by the Customer under this Agreement are subject to the availability of an annual appropriation for this purpose by the Customer. In the event of non-appropriation of such funds by the Customer for the services provided under this Agreement, the Customer may terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Konnech with sixty (60) days' prior written notice, but failure to give such notice shall be of no effect and the Customer shall not be obligated under this Agreement beyond the date of termination.

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SIGNATURE PAGES FOLLOW

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: _____

Date: _____

Office of Elections, Fairfax County, VA

By: _____

Date: _____

Exhibit A: Description of Modules

PollChief® Election Logistic Modules

1. PollChief® Platform Management System (PPMS)
2. PollChief® Worker Management System (PWMS)
3. PollChief® Pollworker Recruiting and Training Link (PRTL)
4. PollChief® Asset Management System (PAMS)
5. PollChief® Help Desk Management System (PHDS)
6. PollChief® Administrator Command Dashboard (PACD)

Exhibit B: Recommended Hardware and Software

Personal computers, including Microsoft Surface Pro and Surface Book with internet access (Dell or comparable standard desktops and laptops)

Most current browsers which are compatible with the Microsoft.Net programming technologies (e.g., Google Chrome, Mozilla Firefox)

Bar code scanners C70 devices (Symbol Technology Models LS2208 and remote scanners connecting to Smartphone)

Plain paper printers for printing bar code labels (Desktops are HP Laser Jet Pro 400; others are RICOH models: C2525, 4500, C811DN, C7501, etc.) All new and old printers are subjected to test effort.

Exhibit C: Hosting Service

Microsoft Azure will be used for the Production Environment.

Konnech uses the Lansing Metro Datacenter for Testing Environment and Backup, located within a 15 mile radius of Konnech's world headquarters; and redundant Backup at the Server Farm which is within a 5 mile radius of Konnech's world headquarters.

The Lansing Metro Datacenter offers us direct connection to multiple backbone connections and our traffic will get 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.

Exhibit D: Fee Schedule

Initial Year Term -- Implementation of PAMS, PHDS, and PACD modules including design, training, data conversion of asset data, with updated license & user fees, and hosting cost	
• PollChief® Asset Management System (PAMS)	\$33,000 one-time charge
• PollChief® Help Desk Management System (PHDS)	\$33,000 one-time charge
• PollChief® Administrator Command Dashboard (PACD)	\$15,000 one-time charge
• License & user fees, system hosting cost	\$39,375 one-time charge
Total	\$120,375 one-time charge

Renewal Term Fee — License & user fees renewal, support, maintenance, and hosting cost	\$39,375 per year
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The Customer recognizes that it is purchasing all necessary Recommended Hardware/Software directly from the manufacturer or its sales agents. Konnech shall have no obligation to repair, replace, maintain, modify, or otherwise perform any services to any hardware or other equipment on which the System is installed or used. Any and all warranties, if any, on the Recommended Hardware/Software or hardware or software acquired independently by the Customer shall be provided solely by the manufacturer thereof. Konnech makes no express or implied warranties whatsoever with respect to the Recommended Hardware/Software and shall have no liability or responsibility for the fitness, merchantability, performance, maintenance, or condition of same. Konnech is not responsible for maintaining the Customer hardware, maintenance and management of the network, Microsoft Domain security, or data backup.

Other Services

The Customer may purchase other Services offered by Konnech and not set out in this Exhibit D. Such Services will be provided at Konnech's then current price / rate / fee as applicable, which is subject to change.

Other Service Charges (2020-2021)		
Item	Description	Hourly Rate
1	Konnech professional staff services, including in-person activities	\$110.00
2	Customization, out-of-scope, or additional programming	\$110.00

Exhibit E: SaaS Support Service Levels**1) Severity Level Definitions**

- (a) Defects raised with the SaaS and any Customizations will be prioritized for triage and resolution in accordance with the following definitions:

Severity Level	Description
Severity 1 (Emergency)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to materially cease operation or otherwise severely impedes the access to or use of a core function or feature of the SaaS to the extent the Customer is unable to carry on its business.
Severity 2 (Critical)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to lose a material portion of its functionality or features critical to the Customers' ability to conduct business. Failure in the operation of the SaaS to meet the Specifications when used in a non-production environment which causes the SaaS to materially cease operation.
Severity 3 (Normal)	Failure in the operation of the SaaS to meet the Specifications when used in any environment where the SaaS is operational, but a technical issue exists that needs to be resolved as soon as practical.
Severity 4 (Low)	Any other Incident, error, query or failure which is less severe than an Incident Severity Level 3, including for example misspelled error messages and Documentation errors not requiring a rapid turnaround.

2) Rectification of Defects

Severity Level	Response Target	Service Resolution
Severity 1 (Emergency)	1 hour	As soon as possible
Severity 2 (Critical)	4 hours	1 to 2 Business Days
Severity 3 (Normal)	6 hours	5 Business Days
Severity 4 (Low)	1 Business Day	2 Weeks

a) General Service Rectification Schedule

b) Election Period Service Rectification Schedule

- i) The table below will be used for escalation of issues during the dates of advanced votes and voting day.

Severity Level	Response Target	Fix Target	Service Resolution
Severity 1 (Emergency)	30 minutes	1 - 2 hours	As soon as possible
Severity 2 (Critical)	1 hour	2 - 5 hours	As soon as possible
Severity 3 (Normal)	5 hours	1 Business Day	5 Business Days
Severity 4 (Low)	1 Business Day	5 Business Days	2 Weeks

The following meanings apply for the interpretation of the tables above:

“Severity Level” is defined in section 1(a) of this Exhibit E.

“Response Target” means the time elapsed between the time (a) the Customer reports the Defect to Konnech; or (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a response to the Customer (either via phone or email) confirming receipt of the Defect notification and advising an estimated to workaround or fix.

“Fix Target” means the elapsed time between the time (a) the Customer reports the Defect to Konnech; or (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a fix to correct the Defect or otherwise provide a workaround.

“Service Resolution” means the target for the date which Konnech will apply to the Customer’s Live site the fix or workaround for the Defect.

Exhibit F: Change Order Form

Konnech ID:						
JIRA #:						
Requested Customization		Function/Feature		Design/Layout		Major
						Minor
Is this customization in connection to a current or previous request?		Yes, please list the JIRA #(s) below:				
		No				
Requester Details	Name		Signature		Contact Phone	
Statement of Customization Provide a brief description of the requested change						
Date of Request	Date Request Needed		Browser/Platform (if applicable)		Module(s) for customizing	
Path:	<i>Please use the "Module --> Tab--> Feature" format.</i>					
Description of Customization Provide a detailed description of the current problem, including images, and the circumstances leading to the requested change, and how the end customization should function.						