

Konnech PollChief®

License, Maintenance and Support Agreement

Between

JOHNSON COUNTY, KANSAS ELECTION OFFICE

2101 East Kansas City Road

Olathe, Kansas 66061

and

Konnech, Inc.

4211 Okemos Rd., Ste. 3

Okemos, Michigan 48864

License, Maintenance and Support Agreement

THIS AGREEMENT is effective on the 6 day of May, 2016 by and between JOHNSON COUNTY, KANSAS ELECTION OFFICE, hereinafter referred to as the "Client", and KONNECH INC. hereinafter referred to as "Konnech" and "Contractor" (collectively, the "parties").

WITNESSETH:

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

1. System License. Konnech hereby grants CLIENT, and CLIENT hereby accepts from Konnech, subject to all the terms, covenants, conditions, and limitations set forth in this "System License and Maintenance and Support Agreement," its cover sheet and Exhibits A through F attached hereto (collectively the "Agreement"), a non-exclusive, nontransferable, indivisible, revocable-right and license (the "License") to use the computer-based PollChief® Election Management software package developed and owned by Konnech (the "System"), more fully described in "Exhibit A" attached hereto and the Documentation described in Paragraph 7 below. This License is granted upon the condition that CLIENT use only the designated computer hardware and peripherals compatible with the System that are recommended by Konnech as described in "Exhibit B" attached hereto.
2. Term of License. This License shall be in effect throughout the Term of this Agreement (as defined in Paragraph 10 below), but only so long as: (a) CLIENT is not in breach of, or in default under, this Agreement and has failed to cure such breach in the time provided for in Paragraph 21 below; 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
 - Exhibit E: Business Requirements
 - Exhibit F: Vendor Security Checklist

Konnech's proposal to CLIENT dated February 10, 2016 ("Proposal") is incorporated herein by reference and comprises part of this Agreement. In the event of a conflict between the

provisions of this Agreement and the provisions of any Exhibit or the Proposal, 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 in addition to the location of the Office of Elections at no additional cost.
5. Delivery and Installation of the System. Konnech shall provide the System described in this Agreement and the Documentation, which shall meet all the terms, conditions, specifications, and requirements set forth in this Agreement, including the Exhibits and the Proposal. The System shall be customized, installed, configured and tested in accordance with this Agreement, including the Exhibits and the Proposal, and the Documentation ("Contract Services"). Konnech shall provide project management for the Contract Services as more fully set forth in Paragraph 19 of this Agreement. The System and all Documentation agreed to be furnished by Konnech shall be delivered to CLIENT and installed by Konnech. Should CLIENT hardware not be compatible for installation of and use with the System, Konnech shall not be obligated to install the System until CLIENT at the CLIENT sole obligation and expense, purchases or otherwise acquires all hardware and non-Konnech software recommended by Konnech (see, Exhibit B: Recommended Hardware/Software). Konnech's judgment about the compatibility of hardware and software is based on Konnech's knowledge of the design of the System and will be exercised in CLIENT's best interest in order to insure the effective performance of the System.

Konnech shall commence work on the Contract Services no later than five (5) business days following the Effective Date. Within five (5) business days of commencement, Konnech will provide a written project plan ("Project Plan") for CLIENT's review and acceptance, to include the tasks to be performed by CLIENT and Konnech, deliverables, and preliminary timelines by module, application, customization, and data conversion. The Project Plan shall include the completion deadlines for the modules, mobile applications, customizations, and data conversion set forth in Exhibit A. All amendments to the Project Plan, including timeframes and completion deadlines, shall be made in writing and agreed to by CLIENT and Konnech.

At all times during the Initial Term and all Renewal Terms, the System shall function and operate in compliance with all relevant statutes, regulations, and laws of the State of Kansas.

Konnech shall meet the Go Live date for the live operation of each respective module as set forth in Exhibit A and the deadlines for the mobile applications, customizations, and data conversion set forth in Exhibit A. CLIENT has the option to request that Konnech be on-site at CLIENT's facilities for project kickoff, training, and go live for any modules.

In the event of such request, CLIENT shall reimburse Konnech for travel costs as set forth in Paragraph 6.

6. Annual Renewal Fees. CLIENT agrees to pay Konnech the one-time charge shown in Exhibit D, which includes the Contract Services, Development, License Fee and Hosting for the Initial Year of this Agreement. For the Initial Term, the one-time charge set forth in Exhibit D shall be due and payable as follows: (1) Fifty percent (50%) following Konnech's provision of a System log-in account to Client; (2) Thirty (30%) upon delivery of the PAMS and PHDS modules; and (3) Twenty percent (20%) following Final Acceptance of all modules, mobile applications, customizations, and Contract Services set forth in Exhibit A. For each Renewal Term (as defined in Paragraph 10 below), if CLIENT elects to renew the Agreement for each such Renewal Term, then CLIENT agrees to pay the Annual Renewal Term Fee shown in Exhibit D, which includes License Fee, Hosting, and Maintenance. The Annual Fee does not include any costs for the Recommended Hardware/Software needed for the operation of the System.

The fees and charges for the Initial Term and the Renewal Terms do not include Reimbursable Expenses. Konnech will bill CLIENT at cost for Reimbursable Expenses and CLIENT shall reimburse Konnech in accordance with CLIENT's reimbursement policy. All travel expenses must be approved by CLIENT in writing prior to commitment and verified by receipts. Reimbursable Expenses shall mean the reasonable, actual expenses incurred directly in connection with the services performed pursuant to this Agreement by Konnech, including travel and transportation. Travel expenses for airline expenses shall be for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. Shipping is not a Reimbursable Expense and shall not be paid by CLIENT. These expenses shall be invoiced monthly and each invoice shall identify the specific work or item for which the expenses were incurred. Payment will be processed according to CLIENT's regular payment procedures.

7. Documentation and Software. System software will be accessible to CLIENT through web or other appropriate medium. Documentation includes the performance specifications for the System and the System software published or provided by Konnech. Electronic Documentation consists of the System Administration Manuals which are provided to CLIENT electronically and which will be revised and updated as needed in order to assist CLIENT in the operation of the System. Documentation includes all training materials, operating instructions, and user's manuals available online or provided to CLIENT. 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. Konnech shall provide the customizations and services described in this Agreement, including as described in Exhibit A, as part of and included in the fee for the first year described in Exhibit D. In the event CLIENT requests consulting support or customization of the System, which consulting support or customizations are beyond the scope of Konnech's obligations under the initial system design or System Warranty (as described in Paragraph 11 below) or Konnech's Maintenance and Support provisions, including but not limited to those described in Exhibit A and Exhibit D attached hereto, CLIENT shall notify Konnech in writing of its needs for such consulting support or customization. Should Konnech agree to perform such consulting support or customization, all such work requested by CLIENT will be provided by Konnech at Konnech's then current rates for these services. Any such additional consulting support or customization shall be effective only when incorporated in a written amendments to this Agreement and executed by authorized representatives of Konnech and the CLIENT.

9. Confidentiality and CLIENT Data.

A. In its performance of Contract Services and hosting of the System, Konnech may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to CLIENT's operations ("Licensee Data"). Konnech acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in CLIENT. Licensee Data, together with any and all duplicates and any and all products in any manner derived from the data, shall only be used by Konnech to perform services authorized by CLIENT under this Agreement and shall not be released, shared, distributed, or exchanged with or to any other person or entity or used for any other purpose including, but not limited to, solicitation to sell any product, property or service, either directly or indirectly, by Konnech or any third party, and such use is absolutely prohibited under the terms of this Agreement. Konnech shall not use Licensee Data in any proposals, examples, demonstrations, previews, or similar uses to or involving third parties. Konnech shall and hereby agrees to adopt and enforce policies and procedures to ensure that its use of Licensee Data complies with this Section and with K.S.A. 45-230 and amendments thereto. Pursuant to K.S.A. 45-220(c)(2), Konnech certifies that it "does not intend to, and will not: (A) Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (B) sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the records or information the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed."

B. In the event Konnech ceases doing business, CLIENT shall also be entitled to the return of all Licensee Data within ten (10) days of Konnech ceasing to do business. In the event data is returned to CLIENT, it will be provided in comma delimited file format or another format mutually agreed to by both parties.

Upon CLIENT's request, Konnech shall delete Licensee Data or portions thereof stored or otherwise retained by Konnech.

- C. Licensee Data and all records, data or information regarding CLIENT's business operations, business systems, and related confidential matters furnished or disclosed to Konnech in the course of the negotiation and implementation of this Agreement shall be held in confidence by Konnech, unless such information: (a) was previously known by Konnech free of any obligation to keep it confidential; (b) has been, or is subsequently, made public by CLIENT or a third party lawfully in possession of such information; or (c) is in the public domain. Konnech agrees and understands that voter registration records are confidential and Konnech hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by CLIENT. Neither Konnech nor the System shall have access to voter registration records for any reason. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of CLIENT. CLIENT agrees to similarly treat any information provided to it by Konnech and to instruct its employees who will work with the System about the restrictive covenants and conditions of this Agreement and about the safeguarding, security, and copying requirements hereinafter discussed. Notwithstanding any portion of this Agreement to the contrary, the provisions of law shall prevail over the provisions of this Agreement.
- D. Upon termination of this Agreement, Konnech, at its expense, shall cease any use of Licensee Data and all other records, data, and information belonging to CLIENT, and shall return to CLIENT any and all Licensee Data and any other CLIENT records, data, and information and shall erase, delete, or destroy all Licensee Data and any other CLIENT records, data, and information in its possession. Konnech shall not retain any copies of Licensee Data or any other CLIENT records, data, and information. Upon request, Konnech shall provide to CLIENT written certification of such destruction. These restrictions on Konnech's use of Licensee Data or any other CLIENT records, data, and information and Konnech's obligations under this section shall survive the termination of this Agreement.
- E. The terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.

10. Term. This Agreement will commence on the latter date shown on the execution page of this Agreement (the "Commencement Date"). The Initial Term shall commence on December 1, 2016, so long as Final Acceptance has occurred, and end twelve (12) months thereafter (the "Initial Term"). This Agreement may be renewed by CLIENT for additional years ("Renewal Term") upon payment of the Annual Renewal Term Fee shown in Exhibit D. As used herein, the word "Term" refers to both the Initial Term and any Renewal Term(s). The Agreement will be automatically renewed upon CLIENT's payment of the Annual Renewal Term Fee following receipt of an invoice from Konnech as described in Paragraph 20(b) of this Agreement. This Agreement may be terminated by CLIENT as the end of any Renewal Term by providing written notice of such termination 30 days prior to the expiration of the then-current Renewal Term. Upon the giving of such notice, the Agreement shall terminate at the end of the then-current term.
11. Warranty. During the Term of this Agreement, Konnech warrants that the System will perform and operate free from defects and in the manner described in the Documentation supplied by Konnech and this Agreement provided CLIENT has not made any changes to the System except as provided in this Agreement, subsequently agreed to by the parties, or which are made by CLIENT pursuant to procedures received from Konnech for rectification of errors or malfunctions in the System. Konnech is entitled to 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. Any defects discovered during System testing or during normal operation of the System shall be promptly communicated to Konnech by fax or email. Whatever additional materials that Konnech shall request relating to the defects or problems (such as information described in Paragraph 20 below) shall be promptly provided by CLIENT on the appropriate medium. Upon such notification, Konnech will promptly rewrite, repair or replace, at its cost, any part of the System which is not functioning according to this warranty, and will bear all labor, travel and lodging expenses for its personnel used in connection with warranty work. If Konnech is unable to promptly repair or replace the System, it will, after the return of the System and Documentation, refund to CLIENT all fees paid by CLIENT under this Agreement for the current Term and this Agreement will automatically terminate without additional liability to CLIENT. This warranty provision shall not apply to software repairs or deficiencies caused by improper operation or deliberate acts by CLIENT or its employees. In such cases, Konnech shall be entitled for reasonable expenses incurred in making system repairs. 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.

Konnech warrants that all services provided under this Agreement, including maintenance and support, shall be provided by qualified, trained individuals in a professional and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, requirements, and deadlines of this Agreement.

Konnech warrants it is a corporation in good standing under the laws of the State of Michigan, is authorized to do business in the State of Kansas, is authorized to enter into this Agreement, and that the person signing this Agreement has the power and authority to bind Konnech. Konnech warrants that it is the owner of the System and has the right to license the System and System software and to customize, install and implement it and to perform all services as set forth in this Agreement.

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 REFUND. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF CLIENT AND IS IN SUBSTITUTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WRITTEN, ORAL, OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.
13. Limitation of Actions and Liability. THE LIABILITY OF KONNECH TO CLIENT FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE SOFTWARE SYSTEM, PROVIDED, HOWEVER, THAT THIS LIMITATION ON LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO CLAIMS ARISING UNDER AND/OR COVERED BY THE INDEMNIFICATION PROVISION SET FORTH IN SECTION 23 OR BY THE HOLD HARMLESS PROVISION SET FORTH IN SECTION 35 OF THIS AGREEMENT.
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 identified by Konnech as confidential 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 except as provided in this Agreement, subsequently agreed to by the parties, or which are made by CLIENT pursuant to procedures received from Konnech for rectification of errors or malfunctions in the System. Additionally, Client is expressly authorized to create data extracts and/or reports. 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.

15. Copying the System or Documentation. Except for ordinary and necessary training, test instances, production instances, or backup or archival purposes, CLIENT shall not copy, duplicate, print, or reproduce the System or Documentation or any part or portion thereof. CLIENT further agrees not to disassemble, reverse compile or reverse engineer the System or any part thereof.
16. Use Restrictions. CLIENT is restricted to using the System exclusively for CLIENT 's own use.
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. Project Management; Progress Reports/Meetings.
 - A. Konnech will utilize trained, qualified employees and/or contractors capable of providing the Contract Services. All work shall be performed in a professional and workmanlike manner consistent with industry standards. Konnech shall arrange for such employees and/or contractors, if any, to execute and deliver the Contract Services in accordance with the terms, specifications, and requirements set forth in the Contract

Documents by the specified dates agreed upon between Konnech and CLIENT. Konnech will not reassign or replace its key personnel except for extenuating circumstances, for example: death, termination of employment, personnel issues, or illness. If such extenuating circumstances arise, then Konnech will make a good faith effort to present to CLIENT an individual replacement, who shall be subject to CLIENT's approval

B. CLIENT has designated Janette Scobey as its Project Manager to facilitate and coordinate completion of this Agreement. Whenever this Agreement requires or when Konnech needs to advise, communicate with, or seek the approval of CLIENT in rendering services under this Agreement, Konnech shall direct all such communications and requests for approvals to CLIENT's Project Manager. CLIENT's Project Manager or a designee assigned by CLIENT shall be on-site whenever Konnech is on-site at CLIENT's facilities.

C. Within ten (10) days of the effective date of this Agreement, Konnech shall designate a Project Manager to oversee the Contract Services. The Project Manager will serve as the primary point of contact with CLIENT and shall be available to meet with CLIENT as needed to plan and coordinate the Contract Services. At all times during the term of this Agreement, the Project Manager shall be accessible to CLIENT and shall communicate with CLIENT on project management and implementation. The Project Manager shall be responsible for effecting Konnech's compliance with this Agreement. The Project Manager shall communicate as requested (either by conference call or written status report) with CLIENT on project status and any relevant issues, respond by telephone or e-mail within twenty-four (24) hours to any questions raised by CLIENT, and supervise Konnech personnel and subcontractors. At a minimum, the Project Manager shall attend and conduct weekly project status meetings by telephone conference call.

D. Konnech shall provide up to 70 hours of webinar training for no additional fees. However, if CLIENT requests on-site training, travel expenses incurred by Konnech for on-site training shall be reimbursable according to Paragraph 6 of this Agreement. CLIENT shall have the right to record and videotape all training courses. CLIENT shall have the right to copy and use for internal purposes any training course materials provided by Konnech. During Renewal Terms, Konnech shall provide up to 20 hours of training at no additional cost.

20. Maintenance and Support.

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

Provide year round support 24 hours a day, seven days a week for the resolution of emergency issues.

Provide toll free telephone and email for emergencies.

Provide unlimited toll free telephone support in the effective use of the System on weekdays during the hours of 8:00 A.M. to 6:00 P.M. (Eastern Standard Time).

Provide CLIENT with the latest and most up to date version of the System and Documentation, including any and all enhancements, improvements, updates, patches, upgrades, new releases, new versions, and modifications to them (but not including new products developed by Konnech for use in conjunction with the System and sold separately). Konnech shall ensure that all such updates, patches, upgrades, enhancements, improvements, new releases, new versions, and modifications do not require modifications or reconfigurations to CLIENT's existing System configurations and customizations. Konnech shall give CLIENT at least fifteen (15) business days' notice of any such updates, patches, upgrades, enhancements, improvements, new releases, new versions, and modifications and shall provide the ability for the CLIENT to preview, test, and approve all such Updates, patches, upgrades, enhancements, improvements, new releases, new versions, and modifications before they are applied to the production environment. With such notice, Konnech shall provide release notes detailing the changes and corresponding Documentation. Konnech shall provide (1) training for the use of the System changes and (2) relevant, customized user manuals and guides detailing the use of the System changes.

CLIENT shall be allowed up to 20 refresher webinar hours per year at no additional cost.

Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to Konnech and that significantly affects the performance of the System. Such correction, replacement, or services will be promptly accomplished after CLIENT has identified and notified Konnech of any such error in writing via facsimile or email. When contacting Konnech, Customer shall classify the priority level of the problem based on the criteria set forth below. Konnech shall not re-classify the problem without CLIENT's prior approval. Konnech shall respond to any problems reported by CLIENT based on the following priority levels:

Priority Level 1:

(a) Definition: The problem causes an immediate major impact on CLIENT's operations. The System or a significant component thereof is inoperable or substantially deviates from the specifications.

(b) Response: Konnech shall (1) respond to CLIENT within one hour of CLIENT's report; and (2) provide an initial status report to CLIENT within two hours of the report and regularly communicate thereafter.

(c) Resolution: Within one business day or an agreed upon due date.

Priority Level 2:

(a) Definition: The problem impacts daily processing or day-to-day functions of CLIENT.

(b) Response: Konnech shall (1) respond to CLIENT within one hour of CLIENT's report; and (2) provide an initial status report to CLIENT within two hours of the report and regularly communicate thereafter.

(c) Resolution: Within two to five business days or an agreed upon due date.

Priority Level 3:

(a) Definition: The problem requires correction but does not affect daily processing.

(b) Response: Konnech shall (1) respond to CLIENT within one hour of CLIENT's report; and (2) provide an initial status report to CLIENT within one day of the report and regularly communicate thereafter.

(c) Resolution: Within four to ten business days or an agreed upon due date.

At all priority levels, if a workaround is available or reasonably feasible, Konnech shall provide a workaround to CLIENT within two (2) hours of CLIENT's report. Provision of a workaround shall not cause the error to be re-prioritized.

If Konnech fails to resolve a problem or defect within the priority time frames set forth above, Customer shall receive a credit of \$100.00 for each hour beyond the applicable time frame not to exceed \$16,000 per year until an acceptable resolution is provided by Konnech. Any such credits shall be applied to the charges for the next annual support period. Konnech's invoice for each renewal term shall reflect any credits earned during the previous term and the reduction to the annual fee for the upcoming renewal period.

When necessary to identify or address errors or malfunctions with the System, 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 within the response times set forth above. Remote access shall only be granted pursuant to CLIENT's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the System software operates and Konnech shall not be granted access to CLIENT's other equipment or networks. Corrections for difficulties or defects traceable to CLIENT errors or unauthorized System changes, however, will be billed at Konnech's standard time and material rates and Konnech shall not perform any such services except with CLIENT's prior written approval.

Konnech agrees to comply with CLIENT's remote access policies, procedures, and guidelines. Prior to obtaining remote access, Konnech shall agree to and execute a Vendor Technology Access Request, to be provided by CLIENT. Konnech shall ensure that its employees comply with all of CLIENT's remote access policies, procedures, and guidelines.

(b) *Annual Fee and Annual Renewal.* Following Final Acceptance as set forth in this Agreement, Konnech shall invoice CLIENT for the Initial Term in the amount set forth in Paragraph 6. Thereafter, the annual fee for Use/Maintenance/Support shall be due and payable prior to each forthcoming Renewal Term. Each such fee will be due upon receipt of invoice and must be paid in full within thirty (30) days of said receipt unless this Agreement is terminated or not renewed by CLIENT. Konnech shall not increase the annual fees until after the final renewal of the contract, which is five (5) years including the Initial Term. Thereafter Konnech shall have the option to increase said fee by not more than three percent (3%) of the prior year's annual fee. In order to give notice of the fee for budgeting purposes and also renew this Agreement annually, Konnech shall provide written notice to CLIENT not later than 30 days before the expiration of the annual contract of the amount of the annual Use/Maintenance/Support fee for the next Renewal Term.

All invoices under this Agreement shall be sent to the attention of Johnson County Election Office, ATTN: Accounts Payable, 2101 East Kansas City Road, Olathe, KS, 66061. Payment will be processed according to CLIENT's regular payment procedures.

(c) *Late Charges; Termination.* CLIENT understands and agrees that each annual Use/Maintenance/Support fee is a fee for the right to continue to have a License to use the System and Documentation and receive the Maintenance and Support described above for an additional twelve (12) months, and payment therefore is due and payable upon receipt of Konnech's invoice as provided in Subparagraph 20(b) above unless this Agreement is terminated or not renewed by CLIENT. Subject to

the provisions of Paragraph 21 below, in the event CLIENT fails to timely pay any such annual fee, CLIENT's License to use the System and Documentation shall terminate as of the year-end of the then-current Renewal Term.

- (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, improvements, updates, patches, upgrades, modifications, corrections, or alterations to, or new releases or 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's prior written approval of any on-site support or maintenance and estimated travel expenses is required. Travel expenses incurred by Konnech for on-site support or maintenance pre-approved by CLIENT shall be reimbursable according to Paragraph 6 of this Agreement.
- (g) *Availability of System.* Konnech shall maintain the System in Operational Status at least 99.5% of the time, which shall mean 24 hours per day, 7 days per week, and 365 days per year. ("Operational Status" shall mean that all of the System's features and functionality are operating in accordance with Konnech's specifications and this Agreement and are available for CLIENT's use.) The System shall not be down or unavailable for any more than .5% of the time. In the event Konnech fails to meet 99.5% Operational Status in any calendar month, then CLIENT may terminate this agreement immediately and shall receive a prorated refund of the annual fee for the then current Term.

Konnech shall provide to CLIENT a written monthly report of Operational Status that shall include the actual amount of downtime and availability of the System for each calendar month. The Monthly Report shall provide the Operational Status percentage for the month and shall set forth how this amount was calculated.

In the event of a disaster that renders the System unavailable, Konnech shall use commercially reasonable efforts to re-establish access to the System within 24 hours by redirecting access to the System to alternate hardware in the primary data center or by transferring service to a secondary data center.

21. Termination; Breach/Default Generally.

A. Termination By Konnech:

In the event CLIENT is in default in the payment of any Fee set forth above and that payment is not in dispute or fails to carry out any other requirement of this Agreement, Konnech shall notify CLIENT in writing by certified mail. If CLIENT fails to remedy the default or breach within thirty (30) days of receipt of such notification, Konnech shall have the right, at its option, to terminate this Agreement and take possession immediately of the System, the Documentation, and all accompanying materials and documents (excluding CLIENT's hardware and equipment). In the event of such default or breach, CLIENT agrees to immediately cease use of the System, remove the System from any medium onto which CLIENT has downloaded it, and deliver to Konnech or delete 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 will not be considered a default under this Agreement.

B. Termination by CLIENT:

1. CLIENT may choose not to renew after the Initial Term or any subsequent renewal period by providing written notice of CLIENT's intention not to renew to Konnech prior to the date of expiration of the current term. Upon the giving of such notice, the Agreement shall terminate at the end of the current term.
2. In the event Konnech does not satisfactorily deliver or complete the implementation of the System or provide services in accordance with the terms of this Agreement, or if Konnech materially breaches any of the terms, conditions, warranties or representations set forth in this Agreement, CLIENT may, at its option, notify Konnech of CLIENT's intention to terminate this Agreement. CLIENT shall notify Konnech in writing of the intended termination and specify the breaches, violations, and deficiencies that must be corrected. Except as provided elsewhere in this Agreement, Konnech shall have thirty (30) days from receipt of the notice to cure such breach. Should Konnech fail to cure such breach, CLIENT shall then have the right to terminate this Agreement for cause by giving written notice to Konnech of such termination and specifying the effective date of such termination. In the event of termination for cause, CLIENT may pursue any rights or remedies available to it, including the option of completing by itself or by contracting with other sources, the services or software to be provided under this Agreement on terms and conditions CLIENT deems appropriate and to charge Konnech for any additional charges incurred thereby.
3. CLIENT may terminate this Agreement at any time for the convenience of CLIENT, without penalty or recourse, by giving Konnech written notice of termination at least thirty (30) days prior to termination. In the event of such termination, Konnech shall be compensated for services satisfactorily performed through and up to the effective date of such termination in accordance with the contract rates.

22. Breach/Default as to Certain Use/Disclosure Restrictions; Attorney's Fees. 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, Konnech may seek injunctive or other equitable relief that it may deem proper or necessary.
23. Patent and Copyright Indemnification. Konnech warrants that the System, System software, and Documentation will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. Konnech agrees to defend, indemnify and hold the CLIENT, Johnson County, Kansas, the Board of County Commissioners of Johnson County, Kansas, and their officers, employees, and agents harmless from any claim, suit, or action that the System or System software infringes any patent, copyright, or other intellectual property, proprietary or ownership interest of any third party, and shall pay all reasonable legal fees, costs, and expense of CLIENT incurred in the defense of any patent or copyright claim or suit, provided that: (a) CLIENT is not in default under any of the provisions of this Agreement; (b) the software against which the claim is made was manufactured, created, and developed by Konnech and not third parties; (c) CLIENT notifies Konnech promptly in writing of any patent or copyright claim; and (d) Konnech has an opportunity to fully participate in the defense and/or agrees to a settlement of any such claim. If a patent or copyright claim is made or in Konnech's opinion is likely to be made, Konnech may, at its sole option, either replace or revise the System or Documentation so that the System or Documentation will be non-infringing on claimant, obtain a right to use the System from the claimant, or refund to CLIENT the total License Fees paid hereunder.
24. Taxes and Duties. CLIENT is currently a tax-exempt entity and is not liable for any sales, service, use, excise, lease, or similar taxes and shall provide Konnech with a tax exemption certificate. In no event shall CLIENT be liable for any personal property taxes levied on Konnech or on any taxes levied on Konnech's employees' wages or any other taxes required to be paid by Konnech under federal or state law.
25. Use of the CLIENT's Name. CLIENT agrees that Konnech may include the CLIENT's name in marketing materials listing Konnech customers, for Konnech's own marketing efforts, subject to CLIENT's prior review and approval.
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 addressed to the parties at their respective addresses set forth in this Agreement and deposited with the United States Postal Service for delivery by certified or registered mail, postage prepaid and return receipt requested. Any notice so sent shall be deemed to be both given and received three (3) business days after being so deposited. Either party may from time to time change the notice address set forth herein

by delivering notice to the other party in accordance with this Paragraph, setting forth the new address and the date on which it will become effective.

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. 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. **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.
30. **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.
31. **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, epidemic, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.
32. **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.
33. **Termination Due to Unavailability of Funds.** Konnech acknowledges that CLIENT is subject to certain laws that require it to operate on a cash basis. If, in the judgment of CLIENT, sufficient funds are not appropriated to continue the services performed under this Agreement and for the payment of the charges hereunder, CLIENT may terminate this Agreement at the end of any of CLIENT's fiscal year. CLIENT agrees to give written notice of termination to Konnech at least 30 days prior to the end of such fiscal year, if such cause is known at least 30 days prior to the end of the fiscal year. If such 30-day notice is not possible because CLIENT did not know that sufficient funds would not be available or appropriated, CLIENT

shall give as much notice as reasonably possible to Konnech prior to the end of the fiscal year. The termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to CLIENT or to Konnech.

34. Testing and Acceptance.

A. Acceptance Testing shall be performed prior to first production use of the System based on this Agreement and the published specifications. If errors are discovered during Acceptance Testing, they will be corrected by Konnech. If errors are discovered that prevent the System from operating and performing according to the published specifications then Client may suspend the Acceptance Testing. If such suspension occurs, CLIENT shall provide Konnech with written notice of the errors or operational failures that must be corrected before the System can be accepted. Konnech shall thereafter undertake its best efforts to correct such errors and failures no later than five (5) business days following notification. Upon correction of the same, Konnech shall immediately notify CLIENT of completion of corrections, and follow-up Acceptance Testing shall occur. However, if the period of time required for corrections of errors or failures identified by CLIENT in a single notice exceeds five (5) business days, CLIENT may terminate all or a portion of this Agreement for cause in accordance with the terms of this Agreement. Notwithstanding any of the foregoing, in no event shall CLIENT have less than ten (10) business days following completion of any corrections by Konnech to test any such corrections.

B. Upon failure of the System to successfully complete the Acceptance Testing without the occurrence of errors or failures, CLIENT shall have the option to extend the performance period or terminate all or a portion of this Agreement for cause in accordance herein and to thereafter seek relief as provided under this Agreement.

C. After the November 2016 General Election and upon successful completion of the Acceptance Testing and live operation of all modules, mobile applications, and customizations of the System for thirty (30) continuous days following first production use with no outstanding or unresolved errors that interrupt, prevent, or inhibit normal business procedures, and completion of all remaining Contract Services and deliverables under this Agreement and successful operation of the System and the help desk during the General Election with no significant errors that interrupt the election management process, CLIENT shall notify Konnech in writing of CLIENT's acceptance of the System ("Final Acceptance") and authorize payment of the remainder of the fee for the Initial Term as set forth in Paragraph 6 of this Agreement.

35. Hold Harmless. Konnech agrees to protect, defend, indemnify and hold CLIENT, Johnson County, Kansas, the Board of County Commissioners, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character

arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the Konnech. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Konnech further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

36. Insurance. Konnech shall, for the duration of this Agreement including all Renewal Terms, comply with and maintain the following insurance requirements:

Konnech shall carry and maintain in force for the duration of the Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

- A. Professional Liability (software errors & omissions) including copyright infringement
 - 1. \$1,000,000 per occurrence
 - 2. \$2,000,000 annual aggregate
- B. Data Security / Data Privacy Liability
 - 1. \$1,000,000 per occurrence
 - 2. \$2,000,000 annual aggregate
- C. Commercial General Liability:
 - 1. \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
 - 2. \$1,000,000 annual aggregate

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor's Protection. Konnech shall maintain the full limit of coverage as stated above for the Statute of Repose
- D. Workers' Compensation and Employer's Liability:
 - 1. Statutory Workers' Compensation including an all states endorsement
 - 2. Employer's Liability (E.L. and Disease):
 - a. Bodily Injury by Accident \$300,000 Each Accident:
 - b. Bodily Injury by Disease \$300,000 Policy Limit
 - c. Bodily Injury by Disease \$300,000 Each Employee
- E. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

The Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agencies and employees, ("BOCC") and the Elections Office shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the BOCC and Contractor under this Contract.

Prior to contract execution, Konnech shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Agreement. Within five (5) business days of expiration of any insurance coverage, Konnech shall provide renewal Certificate(s) of Insurance as required by this Agreement. The Certificate Holder shall be as follows:

Board of County Commissioners and Election Office
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

The full description of the services to be performed and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal Konnech or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in Konnech's insurance coverage. It is Konnech's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Konnech of its obligations under this Contract.

It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Konnech.

In the event Konnech procures insurance coverage that is not written on an "occurrence basis" Konnech shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Konnech occurring in whole or in part during the term of this Agreement (hereinafter "Continuing Coverage"). Konnech may procure such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Agreement, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Konnech during the term of this Agreement, or such other method acceptable to Client.

37. Compliance. Konnech agrees to abide by all federal, state or local laws, ordinances and regulations applicable to this Agreement and this project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

In connection with the furnishing of equipment, supplies, and/or services under this Agreement, Konnech and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Konnech hereby agrees that it will comply those portions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services (DHHS) as found in 45 C.F.R. Parts 160 through 164, and the HITECH Act, as such laws and regulations may be amended from time to time, and as applicable to business associates, and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

38. Equal Opportunity. In connection with the furnishing of equipment, supplies, and/or services under this Agreement, Konnech and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, age, genetic information, or other circumstance prohibited by federal, state or local law, rule or regulation. If discrimination by Konnech is found to exist, CLIENT shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of this Agreement and/or removal from bidder's lists issued by CLIENT until corrective action by Konnech is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.
39. Independent Contractor. This Agreement is and shall be deemed an independent contract for services and Konnech and all persons providing services on behalf of Konnech under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances employees of CLIENT.
40. Subcontracting. . In the event that Konnech intends to subcontract some services required under this Agreement, Konnech agrees to obtain prior written approval from the County of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of Konnech and not CLIENT, and Konnech shall remain fully liable to CLIENT for the proper discharge of all the services required hereunder regardless of by whom they are performed.
41. Conflict of Interest. Konnech hereby covenants that as of the Effective Date, Konnech has no other contractual relationships, which would create any actual or perceived conflict of

interest. Konnech further agrees that during the term of this Agreement neither Konnech nor any of its employees or subcontractors shall acquire any other contractual relationships that would create such a conflict.

42. Right to Examine and Audit Records. Konnech agrees that CLIENT, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of Konnech involving transactions related to this Agreement, or any change order or contract modification thereto, or with compliance with any clauses thereunder which may be associated with the services Konnech performs pursuant to the terms of Contract Document. Such records shall include hard copy as well as computer readable data. Konnech shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between Konnech and payee. Further, Konnech agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to CLIENT any and all such books, documents, papers, and records.
43. Investigation and Research. Konnech, by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by CLIENT or any of its officers, agents or employees, except as provided herein.
44. Change Requests. CLIENT may, in its sole discretion, request that changes be made to the specifications or other aspects of the Agreement and tasks associated with this Agreement. If CLIENT requests such a change, Konnech will use its best efforts to implement the requested change at no additional expense to CLIENT unless it exceeds the agreed number of hours in the pricing proposal and without delaying delivery and implementation of the System. In the event that the proposed change will, in the reasonable opinion of Konnech, require a delay in delivery or implementation of the System or would result in additional expense to CLIENT, then CLIENT and Konnech shall confer and CLIENT shall, in its discretion, elect either to withdraw its proposed change or require Konnech to deliver the System with the proposed change and subject to the delay and/or additional expense. Any accepted changes shall be effective only when incorporated in written amendments to this Agreement and executed by authorized representatives of the Konnech and CLIENT.
45. Cumulation of remedies. All remedies available for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

46. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and venue shall be in the state courts of Johnson County, Kansas.

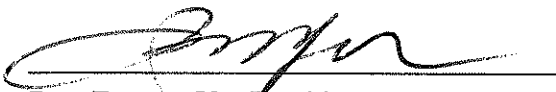
47. Security.

A. If the System is breached, compromised, hacked, or otherwise accessed without authorization (each, any or all of these being an "Incident"), Konnech shall notify CLIENT via email within twenty-four (24) hours of Konnech's discovery of an Incident and provide to CLIENT a description of the Incident, the scope of the Incident, the status of and implications to the security and integrity of the System and Licensee Data, and the measures being taken by Konnech to secure and restore the System and the integrity and protection of Licensee Data. Konnech shall use its best efforts to immediately remedy any Incident and shall reimburse CLIENT for any costs incurred by CLIENT in responding to and mitigating damages caused by an Incident.

B. At all times during the Initial Term and all Renewal Terms, Konnech shall comply with and maintain all security requirements and functionality as set forth in Exhibit F, the Vendor Security Checklist. If there are any proposed modifications to the responses provided by Konnech in the Checklist, Konnech shall, prior to its implementation, notify CLIENT in writing of the proposed modification and its implications to the security and integrity of the System and Licensee Data. CLIENT, in its sole discretion, may approve or disapprove of the proposed modification.

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

Konnech, Inc., Okemos, MI


By: Eugene Yu, President

Date: 5-3-2016

CLIENT: Johnson County, Kansas Election Office



By: Robin Lynes, Johnson County Purchasing Manager

Date: 5-6-16

Exhibit A:Description of Modules

Exhibit A: Description of Modules

Konnech shall meet the Go Live date specified for each module.

PollChief® Platform Management System (PPMS) Go Live: June 13, 2016

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

Poll Worker Management System (PWMS) Go Live: June 13, 2016

PWMS organizes poll workers. In accordance with discussions with CLIENT the PWMS module will be fully developed for this project. The PollChief® PWMS module will accept ESM data of worker title and location assignment to populate in the PAMS and PHDS modules.

Poll Worker Recruiting and Training Link (PRTL) Go Live: June 13, 2016

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) Go Live: September 1, 2016

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

Poll Help Desk System (PHDS) Go Live: September 1, 2016

PHDS provides a call center for recording and resolving issues that arise.

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
- Help desk app

Go Live date for the Training Attendance and Work Attendance apps is July 1, 2016. The Go Live date for the remaining above apps is September 1, 2016

The following customizations are included as part of the System for this client and the cost for effecting them are including in this contract:

Special Instructions field to building profile
Dynamic label in communications for letters and email of Special Instructions
Drop-off locations
Receipt for the deliveries to polling places
Driver photograph delivery storage point in assets app

Extract of data for election worker payroll

Reports: The reports set forth in Exhibit E shall be customized for CLIENT's use with the System.

These customizations shall be completed, including testing and resolution of outstanding issues, and installed in the respective modules prior to the Go Live date for each such module. The extract of data for election worker payroll shall be completed, including testing and resolution of outstanding issues, and installed prior to June 13, 2016.

Data conversion and importing of CLIENT's legacy/historic data is included as part of the System and the Contract Services for this client and the cost for performing data conversion services is included in this Agreement. CLIENT shall identify the data to be converted and Konnech will develop, test, and manage all aspects of importing Client's historic data into the System. **Data conversion of poll worker and polling place data shall be completed, including testing and resolution of outstanding issues, by June 13, 2016. Data conversion of asset management data shall be completed, including testing and resolution of outstanding issues, by September 1, 2016. Appointment letters to poll workers advising them of their assignments shall be ready to send by June 13, 2016.**

Exhibit B: Recommended Hardware and Software

Exhibit B: Recommended Hardware and Software

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

Most current (minus1) browsers which are compatible with the Microsoft.Net programming technologies (e.g., Internet Explorer)

During the Initial Term and all Renewal Terms, the System shall be compatible with current Johnson County browser standards.

Exhibit C: Hosting Service

Exhibit C: Hosting Service

Konnech will host the system.

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

Konnech will host the backup server and the phone messaging service at a telecommunications company with data and T1 PRI (for telephone messaging) service located at the Lansing Metro Datacenter (1800 N. Grand River Ave., Lansing, MI 48906) or a comparable back server farm. 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 in the company's internal server farm located at 4211 Okemos Road, Okemos, MI 48864.

Konnech shall use a Tier 1 ISP for the System and all services provided under this Agreement. Upon CLIENT's request, during the term of this Agreement, Konnech shall provide written confirmation of its ISP.

Exhibit D

Exhibit D: Fee Schedule

Year One (commencing on December 1, 2016): \$ 91,000

Breakdown of Initial and Year One Cost:

Item	Initial Fee*
<i>PollChief® Platform (essential)</i>	47,000
<i>PWMS Poll Worker Management</i>	8,000
<i>PRTL Poll Worker Portal</i>	8,000
<i>PAMS Asset Management</i>	8,000
<i>PHDS Help desk/Call Center</i>	8,000
<i>Addition of Special Instructions field to building profile</i>	800
<i>Creation of dynamic label in communications for letters and email of Special Instructions</i>	1,600
<i>Addition of drop-off locations</i>	800
<i>create a receipt for the deliveries to polling places</i>	800
<i>Driver photograph delivery storage point in assets app</i>	1,000
<i>Site Survey App</i>	1,000
<i>Training Attendance</i>	2,000
<i>Work Attendance</i>	1,000
<i>Asset check-in/out</i>	2,000
<i>Help desk app</i>	1,000
Total Initial cost	91,000

Year Two (commencing December 1, 2017): \$ 31,800

Year Three (commencing December 1, 2018): \$ 31,800

Year Four (commencing December 1, 2019): \$ 31,800

Year Five (commencing December 1, 2020): \$ 31,800

Johnson County, KS - EXHIBIT E - 5/2/2016

Requirements for Polling Place Management Functionality (but not limited to if Poll Chief has more capabilities):

1. Repository of all polling places and potential polling places.
 - a) Flag as Active, Inactive, Prospective, Available, Unavailable per Election
 - b) Ability to schedule multiple elections to one polling site I.E. April, August, November.
2. Keep information about the polling place:
 - a) Polling Place Name
 - b) Address, Mailing Address
 - c) Phone Number,
 - d) email,
 - e) fax,
 - f) hours of operation
 - g) Polling place contact info (main contact, election morning contact, emergency contact)
Name, Phone, Contact type, times to contact
 - h) Delivery instructions – What door to deliver too, where to put the machines, etc
 - i) Pickup instructions – Is there a specific day pick up must be made
 - j) Election day polling place entrance information
 - k) Open/close special instructions (Keys required, Code required, Etc.)
 - l) Special notes
 - m) Ability to save attachments to polling place record, Emails, pictures, contracts, etc.
 - n) Election Specific Precinct assignments
 - o) Election Precinct Code – EP code assigned to polling place for an election based on alphabetical order of polling places for that election, can change per election.
 - p) PPID – Unique Polling Place Identifier
 - q) Precinct Code the Polling place is physically located in
 - r) Voting Tabulation District (VTD) - (Number assigned to a precinct that is the geo desc, assigned by the SOS to report to Feds) Column L of Condensed Precinct Parts with Districts.xls
3. Route the delivery and pickup based on the day that delivery or pickup is scheduled, polling place scheduled hours of operation, and what polls are in the active election.
4. Ability to create drop sites (polling place consolidation for election night PC card & supply drop-off)
5. Assign Polling Places to Field Supervisors areas
6. Assign Field supervisors and setup teams to a location per election
7. Ability to share dates & times with the polling location, for the following operations

- polling place setup/tear down
- Machine Delivery / Machine pickup
- 8. Ability to make diagrams of the room available for polling place and election date so the workers know how to setup the room
- 9. Ability to store photos of the polling place
- 10. Generate letters of availability for each polling place, schedule email delivery of those letters. Letters may also be printed and sent USPS. Generate error log of any emails that were not sent.
- 11. Generate a Picking/Packing List of Supplies for each Polling Location

Requirements for Election Worker Management Functionality (but not limited to if Poll Chief has more capabilities):

1. Track all election workers or potential election workers.
 - a. Name, First, Middle, Last, Suffix, Preferred Name
 - b. Birthdate
 - b. Address physical & mailing
 - c. Assignment ID as it pertains to Oracle for payroll
 - d. Current Precinct
 - e. default role
2. Ability to flag them as available or unavailable per election and flag as active, removed, or DNU (do not use) .
3. Ability to schedule more than one election to an election worker and election worker assignment (Role, Place) for that election for at least an entire calendar year.
4. Ability for workers to login independently:
 - a. update availability for the year
 - b. phone numbers
 - c. email addresses
 - d. select training
 - e. choose different assignments they are interested in
5. An on-line training area for Election Workers
6. Ability to assign workers based on the last election and multiple selectable categories including but not limited to; home precinct, distance from home, position last worked, previous trained and/or selected positions, and special requests.
7. Keep track of history of elections the worker has worked, if a person recommended the worker, any special requests they may have.
8. Ability to print and e-mail or mail availability and assignment letters.
9. Ability to keep track of training classes and to set training to certain worker positions.
10. Ability to send reminder phone calls for training and Election Day
11. Ability to print a payroll sheet and to keep track of who worked, who attended training, who did not attend training, who attended training but cancelled.
12. Ability to log into the system from an iPad.
13. Ability to take photos within the system and immediately save to the worker record.

14. Ability to scan documents and attach them to workers.
15. Ability to mark how many workers and which positions required at each polling place.
16. Ability to print a list of holes at polling places and to see the available trained workers to fill each hole.
17. Ability to copy workers from one election to a new election or place workers manually.
18. Ability to export payroll into the Oracle business system

Fields in Matt's Spreadsheet (Election Worker data):

The fields going across the top of the Election Worker Roster are as follows:

First = First Name

Mid = Middle Name

Last = Last Name

Sx = Suffix

Street = Street Address

City/State/Zip

Party

ESM_Last Position = Last Position worked in old system; would be helpful as a reference or note

Precinct = Precinct where the worker lives

Reg ID = Voter Registration ID Number

E-Mail

DOB = Date of Birth

Home = Home Phone

Work = Work Phone

Cell = Cell Phone

Text = Yes or No to receiving Text Messages

Provider = Cell Phone Provider

Aug = Yes or No to working the August Election

Nov = Yes or No to working the November Election

Emergency Contact 1 = Emergency Contact 1 Name

Emergency Contact Phone 1

Emergency Contact 2 = Emergency Contact 2 Name

Emergency Contact Phone 2

Distance = Distance willing to travel one way to polling place

Requests = Any special requests on location or with a particular person

JoCo Emp? = Y or N if they are a Johnson County Employee

Dept. = Which department they work in

SJ = If they have marked being interested in being a Supervising Judge

ASJ = If they have marked being interested in being an Assistant Supervising Judge

On Call = If they have marked Yes or No to being a last minute worker

Only SJ = If they will only serve as a Supervising Judge

DD = If they have said they would serve as a designated driver.

Data Entry = Available for Data Entry in the office

Envelope = Available for Envelope stuffing in the office

Phone Calls = Available for phone calls in the office

Suitcases = Available to help pack suitcases at the office

Spl EB = Special Election Board

Adv VB = Advance Voting Board (Satellite Advance Voting)

Equip = Interested in helping with the equipment testing and preparation

Mail Street

Mail City, St, Zip

The last four columns are the last two elections and the position they worked.

Asset Management Functionality:

1. Keep track of all voting machines
barcoded Serial Number,
Asset location in the warehouse,
what elections it has been assigned to, what location it was assigned to in that election
what maintenance has been completed on it and when
2. Keep track of all voting day supplies
Type of Supply & quantity needed per polling location:
table,
internal and external signage,
ada equipment,
e poll book,
Voting machine,
Booth for paper ballot voting
3. Provide a packing list for items in each suitcase
Black suitcase with SJ supplies
Green suitcase with polling place supplies
4. Allows the asset to be assigned to a polling place, asset number will be different each election
5. Asset tracking to and from polling site, delivery status, expected date/time of delivery, actual date and time of delivery and some reporting functions to track whether or not the asset was delivered and picked up in a timely manner or at least as requested by the Polling Place.
6. Ability to set up a setup and teardown date and time.

7. Mobile application for our delivery company to track item delivery & pickup & Route item pickup and delivery based on polling location's schedule or requested times.

Call Center / Ticket Tracking:

Currently we do not have this ability. Calls are taken and issues are manually transferred to paper.

It would be nice to have at least the basics.

Vendor Security Checklist – High Level Technology Requirements Review

Overview

Johnson County Government uses this assessment document to assist in the evaluation of the security controls of its Third Parties. If this document was sent to you as a supplier, service provider, or vendor to Johnson County Government, KS or one of its associated agencies/departments, please fill out all applicable sections below that are directly related to the contracted business. Please provide details and supporting information for all questions in the explanation column.

Throughout this document Johnson County Government and its departments or agencies will be referred to as JoCo.

General Information		
A. Third Party Company/Contact Information		
A.1	Company Name	Konnech, Inc.
A.2	Location of Head Office	4211 Okemos Rd Suite 3, Okemos MI 48864
A.3	Account Manager Name	Laura Potter
A.4	Account Manager Phone	517-381-1830
A.5	Account Manager Email	laura@Konnech.com
A.6	Technical Contact Name	Eugene Yu
A.7	Technical Contact Phone	517-381-1830
A.8	Technical Contact Email	Eyu@Konnech.com
B. JoCo Department/Agency Contact Information (To be filled out by JoCo Associate)		
B.1	JoCo Dept./Agency	ELC
B.2	JoCo Contact Name	Ronnie Metsker, Debbie Tyrrel, Kathy Spann, Matt Woehrle, Janette Scobey
B.3	JoCo Contact Phone	913-782-3441
B.4	JoCo Contact Email	
C. JoCo Project/Program/Business/Data Steward Information (To be filled out by JoCo Associate)		
C.1	Program/Project/Relationship Lead	EMS replacement CIP Project
C.2	Data Steward/Owner (if applicable)	
C.3	Type of data being shared or accessed by vendor	Polling Locations, Election workers, Assets, Contact information for all the above, Trouble tickets (A mix of public and private information).
C.4	Additional Details (if needed)	

Continued on next page.

1.0 Organization and Structure Questions

Question	Definition / Qualifications	Yes / No / N/A	Explanation
1.1	Has your organization appointed an Information Security Officer that is trained, knowledgeable and experienced in information protection?	Identify level of certification acquired and number of years of experience in explanation column.	Yes Level of Certification: Project Management Institute (PMI) training through LCC. Lead projects to finish the penetration testing by SLI and Wyle Lab, which both are certified lab by NIST/EAC for testing voting equipment in 2010. Years of Experience: 12 years of experience in massive data management in a hosting environment.
1.2	Will any business partners or other company (ies) that you have a relationship with, have access to Joco data or systems?	This includes hosting providers with system access, outsourced workforce, etc.	N/A We use no 3rd party vendors.
1.3	Do you have a vendor risk management program that includes guidelines for selection and contracting with vendors, assessing the risks and exposures from using such vendors and reviewing these assessments with senior management from your company?	Risk Management Program: includes risk assessment, selection of service providers, contract review, and monitoring of service providers.	Yes Our risk management plan includes rules for 3rd party vendors, but since we use no 3rd parties, the point is moot.
1.4	Do you have an Incident Response Plan for IT Security breaches (virus, hacking, etc.)?	Incident Response Plan: 1. Immediate escalation of potential major incidents. 2. Investigate and manage the resolution of incidents 3. Assist in determining the impact of the incident Security Breach: Violation of policies, procedures and controls which result in unauthorized access.	Yes The plan will be provided upon request.

Question		Definition / Qualifications	Yes / No / N/A	Explanation
1.5	Does your organization have insurance coverage to pay for the cost of IT Security breaches and subsequent remedy efforts from the inadvertent or unauthorized disclosure of customer information?	Please include the amount of insurance currently maintained if any.	Yes	\$5,000,000.00
1.6	Is a non-disclosure agreement in place with JoCo?		N/A	Non-disclosure is written into every contract. Since no contract has been entered, the clause does not yet exist.

2.0 Policy and Procedures

Question		Definition / Qualifications	Yes / No / N/A	Explanation
2.1	Do you have a program for monitoring the performance of key vendors and compliance with service level agreements?	Key vendors include IT service providers and any vendor with access to JoCo information.	N/A	Our risk management plan includes rules for using 3 rd party vendors, but since we use no 3 rd parties, the issue is moot.
2.2	Do all employees, contractors, agency temps receive introductory security awareness training?	IT Security Training Program: what, how, why of security including the expected responsibility & behavior of each employee.	Yes	Every employee signs the Konnech Employee Security Agreement after IT security training.
2.3	Have internal company Information Security Guidelines/Policies been developed and implemented?	IT Security Policy: Organization level rules governing acceptable use of computing resources, security practices, & operational procedures.	Yes	Covered in Konnech Employee Security Agreement and Handbook.
2.4	Is the IT Security Policy communicated at least annually to employees and suppliers?	All employees are made aware of the policy annually and when any changes are made.	Yes	Annual
2.5	Do you update your IT Security training program at least annually to reflect changes in your IT Security Policy?	Annual review of IT Security training for changes in policy, technology, company focus, etc.	Yes	Quarterly

	Question	Definition / Qualifications	Yes / No / N/A	Explanation
2.6	Do you update your IT Security Policy at least annually based on risk assessments?	Review of policy annually for changes due to business functions, regulatory changes, etc.	Yes	Annual
2.7	Do you have & enforce standards for all types of internet traffic allowed in and out of the network?	Rules should be defined in policy and enforced on the firewall.	Yes	We follow the PCI Data Security Standard closely.
2.8	Do you have and enforce procedures for the use of passwords (length of password, uniqueness of password period of changing passwords, etc.)	Password Requirements:	Yes	Strong passwords, 90 day expiration.
2.9	Do you have & enforce standards for the use of strong encryption for transmissions of confidential data?	Encryption: Strong encryption is considered the use of Triple DES or stronger. Symmetric key lengths must be 256 bits or greater. Asymmetric key lengths must be minimally 2048 bits or greater.	Yes.	All critical data are encrypted at rest and in motion.
2.10	Do you have & enforce standards for remotely accessing your network?	Remote access by clients & your employees to corporate or client systems	Yes	We follow the PCI Data Security Standard related to remote access of our network closely.
2.11	Is a process in place to securely remove data from media that is either to be reused for non-JoCo use or disposed of?	In the event that contract is not continued, hardware failure or any other reason that JoCo data may be affected. Are those systems properly destroyed or data removed in a certified secure manner to ensure the security of JoCo data?	N/A	Konnech doesn't place client data on any media. Client's data is host at the Microsoft Azure Gov, which has the high standard to remove data from the physical media. JoCo itself may on occasion download data onto its own media, but Konnech never does so.
2.12	Are deployments & scheduled maintenance performed only at times specified by SLA?	Are there exceptions to defined maintenance windows which will affect the service provided to JoCo.	Yes	Scheduled maintenance is notified in advance to the client administrators. Deployments of standard service are normally scheduled between 10 PM to 5 AM; emergency service may require unscheduled intervention.

Question	Definition / Qualifications	Yes / No / N/A	Explanation
2.13	Do you have single sign-on in place with other partners or vendors? If so, how are keys created and shared? What is the expiration policy?	N/A	We use no 3 rd party vendors.

Continued on next page.

3.0 Software as a Service

Question		Definition / Qualifications	Yes / No / N/A	Explanation
Integration				
3.1	Is single sign-on integration available with your platform?		Yes	Within the entire PollChief data warehouse, a single sign-on accesses all modules.
Hosting				
3.2	Are all access methods to your cloud platform (UI, data transfer, data retrieval, etc.) performed over secure channels?	User access or data transfer either to or from the solution needs to be encrypted to protect the integrity & confidentiality of the data.	Yes	All data is encrypted both at rest within the server and in motion.
3.3	Will JoCo data at rest (within a database or file system) be encrypted?	Is encryption of data at rest a standard practice, option, not possible, etc. Provide details.	Yes	Data encryption is absolutely a standard, both at rest and in motion.
3.4	Is the SaaS solution hosted in your own data center or in another environment?	Is the hosting platform self-managed, external cloud provider (AWS), hosted in third party shared data center, etc.	Yes	Hosting varies depending on client needs. Most clients are hosted in the Azure Government Azure Cloud, some require hosting in Canadian data centers, and a few are hosted in secured U.S. data centers. The choice depends on the decision of the client.
3.5	How is physical access to systems that house JoCo data monitored and controlled?	Describe the monitoring & access controls in place to protect JoCo data.	Yes	As described above, JoCo, as the client, can choose the Azure Cloud, Government Azure Cloud (for an additional fee), or secured data centers. Physical access is severely regulated.
3.6	How is remote access to systems that house JoCo data monitored & controlled?	Describe the methods & processes used to authorize remote access to systems & data as well as the monitoring & alerting process.	Yes	Web browse access with TLS encryption.
3.7	Will JoCo data be stored within the architecture of the solution?	Does the solution maintain JoCo data for later use or consumption?	Yes	The system is a data warehouse which JoCo will work with daily.

Question	Definition / Qualifications	Yes / No / N/A	Explanation
3.8	Is the SaaS solution protected by firewalls, IDS/IPS, AV, File integrity or other security system to prevent or detect unauthorized access? On what schedule are these monitored & altered?	Yes	Azure Government is designed to meet the higher level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). Konnech's platform applies security mechanisms at different layers of the infrastructure to implement an in-depth defense approach. These layers include: ▪ Physical security of the data centers (locks, cameras, biometric devices, card readers, alarms); ▪ Firewalls, application gateways, and IDS to protect the network; ▪ Access Control Lists (ACLs) applied to virtual local area networks VLANs) and applications; ▪ Authentication and authorization of persons or processes that request access to data; ▪ Hardening of the servers and operating system instances; ▪ Redundant internal and external DNS infrastructure with restricted write access; ▪ Securing of virtual machine objects; and ▪ Securing of static and dynamic storage containers

	Question	Definition / Qualifications	Yes / No / N/A	Explanation
3.9	In the SaaS solution is JoCo physically or logically segmented from other non-JoCo data?	Describe the methods used to store & segment or identify JoCo data from other non-JoCo data.	N/A	Each Konnech client has its logically own dedicated server space through Microsoft Azure Gov cloud.
3.10	For environments being used for JoCo data, do you / will you have hardening processes in place for all internet accessible servers (including web, application, & database servers)?	Hardening Requirements: 1. Enforce strong password compliance 2. Remove unnecessary software & services 3. Disable default accounts 4. Scan for known security vulnerabilities & mitigate exposure 5. Review all applications & database codes 6. Remove un-needed services / accounts.	Yes	1. Konnech enforces strong password compliance. 2. Konnech's data warehouse houses only the functions and services needed by the client, so no unnecessary software is provided. 3. Disable default account timely 4. Konnech scans for known security vulnerabilities and mitigate exposure. In addition, Konnech purchases outside scanning service from entities like Symantec. 5. Konnech reviews all applications & database codes 6. Konnech removes un-needed accounts each time an employee changes, and removes un-needed services as soon as the client cancels that service.
3.11	For environments being used for JoCo data, do you / will you have a process in place to keep your server configurations current including updates with the latest service packs, patches & security hot-fixes?	Describe process in place for implementing security or other patches to systems & software used within the platform & ensuring systems are maintained.	Yes	This is part of the configuration service done within the Microsoft Azure Gov service.

Question		Definition / Qualifications	Yes / No / N/A	Explanation
3.12	Is physical access to your information technology equipment, including servers, network devices, telephone 'closets', etc. restricted through the use of physical locks, or access devices?		Yes	Microsoft Azure Gov cloud is one of the most secured service in the USA. In addition, our testing servers are hosted at a secured data center, which are guarded by a multi-layer process — physical security of the data centers (locks, cameras, biometric devices, card readers, alarms); Firewalls, application gateways, and IDS to protect the network; Access Control Lists (ACLs) applied to virtual local area networks (VLANs) and applications; Authentication and authorization of persons or processes that request access to data; Hardening of the servers and operating system instances; Redundant internal and external DNS infrastructure with restricted write access; Securing of virtual machine objects; and Securing of static and dynamic storage containers.
3.13	Are session timeouts configured on your systems / software & if yes what are they?	System timeouts ensure sessions are closed properly & deny unauthorized access to systems & data.	Yes	Time-outs are set at the duration requested by our individual clients. Some are set to time out at 10 minutes (usually those which access voter personal data), some at 20 minutes, others at longer durations.

Authentication & Authorization				
3.14	Can complex password requirements be enforced on the system along with aging requirements if SSO is not available?	Provide examples of control parameters that can be used if SSO is not available.	N/A	This question is not applicable because our system enables a Single Sign On for access to all modules and processes for which the user is authorized. However, regardless of the fact of a single sign on, the system will automatically enforce complex password requirements. The passwords age out at 90 days, unless the client requests a different time period.

Question		Definition / Qualifications	Yes / No / N/A	Explanation
3.15	Is user session requiring re-authentication after time-out?		Yes	Yes, after the session times out, when the user clicks something on the static screen, a message appears saying "The session has timed out", and presents the log-in page requiring user name and password.
3.16	Can accounts be locked out automatically after X failed login attempts if SSO is not available?	Describe security controls for failed access attempts.	N/A	Our system enables a Single Sign On for access to all modules and processes for which the user is authorized. However, regardless of the fact of a single sign on, the system will automatically lock out after a pre-determined number of failed login attempts. The number of user attempts before lockout set by us as requested to us by the client. Thereafter, the client's SuperAdmin can reauthorize the user if desired.
Data Storage & Disposal				
3.17	If storing JoCo data on offline media, is / will access be physically restricted by an electronic access control system that maintains an access record?	Offline media includes tapes, data cartridges, CD, DVD, paper, microfilm, microfiche	N/A	Konnech's systems do not employ offline media storage.
3.18	Are facilities provided for secure disposal (shredding) of confidential paper waste if created with JoCo data?	Facilities must include locked confidential waste paper bins for storing paper waiting for shredding, or immediate shredding	N/A	Users of PollChief are in county's facilities.
3.19	If storing JoCo data on offline media, is / will JoCo media be encrypted to prevent misuse while offsite?		Yes	As mentioned above, Konnech does not store any client data on offline media; however, if that should occur, all data is encrypted or can be encrypted based on County's needs.
Change Management				
3.20	Are notifications provided to clients prior to downtime per contracted SLA's?		Yes	Yes, the client is notified.

Continued on next page.

4.0 Software Development Services

Question		Definition / Qualifications	Yes / No / N/A	Explanation
Training & Development				
4.1	Are your developers trained on an annual basis to keep development skills up to date?	Identify the requirements & training developers receive on an annual basis.	Yes	As one of Microsoft Silver (Certified) Partner in the past 10 years, we have trained our development continually to meet the programming challenges every day.
4.2	Does your SDLC include methods & testing for secure application development?	As part of the SDLC describe how security practices are incorporated & at what steps or phases.	Yes	Konnech's Systems Development Life Cycle is engineered using the Agile software development technique. A testing server is created for each system. From the first moment of project commencement, each stake holder is issued a user name and password for the testing server. Credentials for the production site are not issued until just before the GOLIVE date. Each process is first deployed on the testing server, alpha tested by Konnech personnel, then beta tested by the client's project team.
Data Security				
4.3	If JoCo data is received as part of the contract will that data be shared with any other partners or subcontractors?	Describe any third party that will have access to JoCo data and what access that will be.	No	Konnech never shares client data with anyone. Furthermore, Konnech does not use any partners for its PollChief® system.
4.4	Will JoCo data be shared, transferred in a secure manner? (if applicable)	Describe available methods for data transfer that ensure security of data	No	JoCo data will not be shared. All PollChief® data is encrypted both at rest and in motion.
4.5	Do you provide code documentation for all developed code?	If documentation of code is provided describe levels & types of documentation provided.	No	If specified in the contract, Konnech will place the code in an escrow account. The PollChief® code is proprietary and will not be revealed.
4.6	Will you transmit JoCo data outside your network borders?	Network Border – All data transmission & electronic activity that resides within your direct control or management.	No	Konnech has no need to do so. The data belongs to JoCo and is used only by JoCo.

Question		Definition / Qualifications	Yes / No / N/A	Explanation
4.7	Will you use strong encryption when transmitting JoCo data outside your network borders?	Encryption: Strong encryption is considered the use of AES or stronger. Symmetric key lengths must be 256 bits or greater. Asymmetric key lengths must be minimally 2048 bits or greater.	Yes	Konnech does not transmit the client data outside our network borders. Konnech will set up secured a FTP site for the county to upload or download the county data with strong encryption which meets the county's requirement.
4.8	Will you encrypt all JoCo data at rest (within a DB or file system?)		Yes	All client data is encrypted at rest as well as in motion.

4.9	If you will be connecting to the JoCo network, are you able to support a dedicated DMZ for the connection to JoCo?		N/A	We do not anticipate connection to any JoCo network.
4.10	If you will be storing JoCo data, will you store it in dedicated hardware?	Please comment whether this hardware will be in a dedicated DMZ.		JoCo's data warehouse will be housed only within the Azure Gov environment.
4.11	Is physical access to your information technology equipment, including servers, network devices, telephone 'closets', etc. restricted through the use of physical locks, or access devices?		Yes	Whether hosted in the Cloud or at secured data centers, physical access to Konnech's systems is guarded — physical security of the data centers (locks, cameras, biometric devices, card readers, alarms); Firewalls, application gateways, and IDS to protect the network; Access Control Lists (ACLs) applied to virtual local area networks VLANs) and applications; Authentication and authorization of persons or processes that request access to data; Hardening of the servers and operating system instances; Redundant internal and external DNS infrastructure with restricted write access; Securing of virtual machine objects; and Securing of static and dynamic storage containers.

	Question	Definition / Qualifications	Yes / No / N/A	Explanation
4.12	Will you logically segregate & manage JoCo data separately from other customer's data & systems?	This includes restricting access to only persons working with JoCo & storing data in dedicated databases or on dedicated hardware.	Yes	The Azure Gov account will be dedicated strictly to JoCo; no other data will be on the account.
4.13	For the environments being used for JoCo data, do you have separate development, staging, & production environments?		Yes	The system is developed and tested on the dedicated testing server (with scrambled data); the live system is deployed on the production server.
4.14	For environments being used for JoCo data, do you / will you have managed firewalls between your private network & all internet, customer, & third party connections?		Yes	All Konnech's systems sport managed firewalls. The firewall will protect your data on the internet. For JoCo's system, we do not anticipate interface to our private network or 3 rd party connections.

	Question	Definition / Qualifications	Yes / No /N/A	Explanation
4.15	For environments being used for JoCo data, do you / will you have a hardening process in place for all internet accessible servers (including web, application, and database servers)?		Yes	Azure Government is designed to meet the higher level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). ▪ Physical security of the data centers (locks, cameras, biometric devices, card readers, alarms); ▪ Firewalls, application gateways, and IDS to protect the network; ▪ Access Control Lists (ACLs) applied to virtual local area networks VLANs) and applications; ▪ Authentication and authorization of persons or processes that request access to data; ▪ Hardening of the servers and operating system instances; ▪ Redundant internal and external DNS infrastructure with restricted write access; ▪ Securing of virtual machine objects; and ▪ Securing of static and dynamic storage containers.
4.16	For environments being used for JoCo data do you / will you disable or remove unnecessary services from your internet accessible servers?		Yes	Konnech's data warehouse performs only the functions and services purchased by the client, so no unnecessary services are provided.

	Question	Definition / Qualifications	Yes / No / N/A	Explanation
4.17	For environments being used for JoCo data do you / will you have a process in place to keep your server configurations current including updates with the latest service packs, patches & security hot-fixes?		Yes	We have 12 years working experience as one of Microsoft Certified Partner to provide our hosting service to school district and local government. Konnech is one of Microsoft Azure Gov cloud resellers.
4.18	For environments being used for JoCo data, have you / will you implement a network or host based intrusion detection system mon your internet facing systems and all servers?	Intrusion Detection System (IDS): system that detects, logs & responds to intrusions	Yes	There are a number of layers at which IDS/IPS can come into play when dealing with Azure IaaS. First, without doing anything at all, we already have IDS/IPS in place, because it's a standard piece of the Azure network security infrastructure. Every packet that enters the networks will be subject to inspection by the systems that are already in place.
4.19	Do you monitor & respond to your high alerts on a 24x7 basis & do you have periodic reviews of all alerts?		Yes	We monitor & respond to our high alerts on a 24x7 basis.
Change Management				
4.20	Is there a documented process in place for additions, changes, deletions of accounts, & emergency account disablement, for all systems?		Yes	Please see our PollChief® Admin Manual. In the PollChief® system, access levels, role creation, and user authorization is in the power of the client's SuperAdmin.
4.21	Do you have and enforce an auditing & logging procedure in place for account/access management?		Yes	Access to client production servers is tightly restricted to a very few need-to-know Konnech officers. Strong passwords are enforced. All activities are traced in a weblog.
4.22	Do all systems lock user accounts after a number of failed login attempts?		Yes	The usual number of failed login attempts before lock out is ten, but that number can be changed if the county wishes.
4.23	For environments being used for JoCo data do you have & enforce a password aging process in place & operating for all systems?		Yes	For most systems, 90 days. However, some clients request a different time period.