



BOARD OF REGISTRATION AND ELECTIONS SPECIAL CALLED MEETING

October 10, 2022

1:30 PM

Zoom

DCTV's UStream channel: <https://video.ibm.com/channel/dctv-channel-23>

To make a public comment: <https://dekalbcountyga.zoom.us/j/97184078303>

Or comment by telephone: 888 270 9936, Conference code 171493

- 1. APPROVAL OF AGENDA**
- 2. PUBLIC COMMENTS**
- 3. ITEMS FOR DECISION**
 - A. Konnech (Poll Chief)
 - B. Soch (Integra)
- 4. BOARD COMMENTS**
- 5. ADJOURNMENT**

Konnech PollChief®

License, Maintenance and Support Agreement

Between

DeKalb County Board of Registration and Elections

4380 Memorial Dr. Decatur, GA, 30032

and

Konnech, Inc.

4211 Okemos Rd., Ste. 3

Okemos, Michigan 48864

License, Maintenance and Support Agreement

THIS AGREEMENT is effective on the ____ of _____, 2022 by and between **DeKalb County Board of Registration and Elections**, hereinafter referred to as the "**Client**", and **KONNECH INC.**, hereinafter referred to as "Konnech" and "Contractor" (collectively, the "parties").

WITNESSETH:

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

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

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

4. **Location of the System.** The System shall be used at the **CLIENT**'s address indicated on the cover page of this Agreement. **CLIENT** may use the System at other locations of

the **CLIENT** in addition to **CLIENT**'s address indicated on the cover page of this Agreement at no additional cost.

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

9. **Confidentiality.** All information regarding **CLIENT's** business operations, business systems, and related confidential matters furnished or disclosed to Konnech in the course of the negotiation and implementation of this Agreement shall be held in confidence by Konnech, unless such information: (a) was previously known by Konnech free of any obligation to keep it confidential; (b) has been, or is subsequently, made public by **CLIENT** or a third party lawfully in possession of such information; or (c) is in the public domain. Konnech agrees and understands that voter registration records are confidential and Konnech hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by **CLIENT**. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of **CLIENT**. **CLIENT** agrees to similarly treat any information provided to it by Konnech and to instruct its employees who will work with the System about the restrictive covenants and conditions of this Agreement and about the safeguarding, security, and copying requirements hereinafter discussed. Notwithstanding any portion of this Agreement to the contrary, the provisions of law, including but not limited to the requirements of the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., shall prevail over the provisions of this Agreement.
10. **Term.** This Agreement will commence on the latter date shown on the execution page of this Agreement (the "Commencement Date"), and end twelve (12) months thereafter (the "Initial Term"). This Agreement may be renewed by **CLIENT** for additional one (1)-year terms (each a "Renewal Term") upon payment of the Annual Renewal Term Fee shown in Exhibit D. As used herein, the word "Term" refers to both the Initial Term and any Renewal Term(s).
11. **Warranty.** During the Term of this Agreement, Konnech warrants that the System will perform in the manner described in the Documentation supplied by Konnech provided **CLIENT** has not made any changes to the System. Konnech is entitled to written notice of any failure of the System and granted the exclusive right to undertake and complete changes, corrections or repairs necessary under the warranty promptly. **CLIENT** shall use the testing facilities provided by the System to conduct trials, fully exercising all the essential functions of the System. Such System testing shall be done sufficiently in advance of, and at least ninety (90) days before, each election cycle so as to allow time for the resolution of any defects of the System and a re-test to verify proper performance of the System. Any defects discovered during System testing or during normal operation of the System shall be promptly communicated to Konnech by fax or email. Whatever additional materials that Konnech shall request relating to the defects or problems (such as information described in Paragraph 20 below) shall be promptly provided by **CLIENT** on the appropriate medium. Upon such notification, Konnech will promptly rewrite, repair or replace, at its cost, any part of the System which is not functioning according to this warranty, and will bear all labor, travel and lodging expenses for its personnel used

in connection with warranty work. If Konnech is unable to repair or replace the System, it will, after the return of the System and Documentation intact and in proper condition, refund to **CLIENT** the Annual Use/Maintenance/Support Fee on a pro-rata basis and this Agreement will automatically terminate without additional liability to **CLIENT**. The pro-rata refund will be based on the number of months remaining in the then-current Renewal Term. If it is determined by the parties that the defects are attributable to changes made to the System by **CLIENT** or others in **CLIENT**'s employ or at **CLIENT**'s direction, **CLIENT** will pay Konnech within forty-five (45) days of Konnech's invoice for: (a) the time spent by Konnech personnel in evaluating the stated defects, at Konnech's then current rates for such services; and (b) the reasonable and actual travel expenses of Konnech's personnel incurred in connection with such evaluation of non-warranty work, at the then current rates allowed **CLIENT** employees traveling on **CLIENT** business, which such expenses shall be deemed pre-approved by **CLIENT** and shall include travel to and from **CLIENT**'s site, lodging, meals, telephone, shipping, and the like. The foregoing warranty does not replace or eliminate in any way **CLIENT**'s obligations under Konnech's Maintenance and Support program as described in Paragraph 20 below.

12. **Exclusion of All Other Warranties.** THE SOLE LIABILITY OF KONNECH TO **CLIENT** FOR THE PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY OF REPAIR, REPLACEMENT, OR PRO-RATA REFUND. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF **CLIENT** AND IS IN SUBSTITUTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WRITTEN, ORAL, OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.
13. **Limitation of Actions and Liability.** THE LIABILITY OF KONNECH TO **CLIENT** FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE SOFTWARE SYSTEM.
14. **Title to the System/Protective Covenants.** **CLIENT** acknowledges that the System and Documentation (including changes, enhancements, alterations, and additions provided under Maintenance and Support) are the sole and exclusive property of Konnech; that the System and Documentation and all parts and components thereof constitute valuable assets and trade secrets, and give proprietary rights to Konnech; that neither legal nor equitable title to the System or Documentation passes to **CLIENT** under the terms of this Agreement or under any other agreement or theory; and that any information with respect to the System and Documentation is strictly confidential and will be maintained in confidence by **CLIENT** in the same manner and subject to the same exceptions to which Konnech is obligated to maintain the confidentiality of **CLIENT** information per

Paragraph 9 above, whether or not all or any portion of the System or Documentation has been copyrighted or patented. No part or portion of the System or Documentation may be altered, modified or enhanced by **CLIENT** or its agents or employees. All programs, documentation, and materials in machine-readable form supplied under the License shall be kept in a secure place under access and use restrictions not less strict than those applied to **CLIENT** 's most valuable and sensitive programs and data.

15. **Copying the System or Documentation.** Except for ordinary and necessary backup or archival purposes, **CLIENT** shall not copy, duplicate, print, or reproduce the System or Documentation or any part or portion thereof. Moreover, **CLIENT** shall not, without the prior written consent of Konnech, permit, either gratuitously or for consideration, any review, use, examination, or inspection of the System, or any part thereof or any Documentation provided in connection therewith, by any person or entity whomsoever for any purpose, including training, other than the necessary employees of **CLIENT** for use by them in their regular services to **CLIENT** in operating the System. **CLIENT** further agrees not to disassemble, reverse compile or reverse engineer the System or any part thereof. **CLIENT** shall not reveal to any person or entity and shall require its employees not to reveal to any person or entity any information with respect to the System and Documentation, and **CLIENT** shall take appropriate action to insure that these obligations will be and are fulfilled.
16. **Use Restrictions.** **CLIENT** is restricted to using the System exclusively for **CLIENT**'s own use and may not use the System to process the data of another **CLIENT** or any other non- **CLIENT** governmental entity.
17. **Assignment; Binding Effect.** Neither party hereto may assign its right or obligations under this Agreement without the prior written consent of the other party, 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 written 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. **Intentionally Deleted.**
19. **Progress Reports/Meetings.** Konnech and **CLIENT** shall conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.

20. **Maintenance and Support.**

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

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

Provide unlimited telephone support in the effective use of the System on weekdays during the hours of 8:00 A.M. to 5:00 P.M. (Eastern Standard Time).

Provide **CLIENT** with the latest and most up to date version of the System and Documentation, including any and all enhancements and improvements to them (but not including new products developed by Konnech for use in conjunction with the System and sold separately).

Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to Konnech and that significantly affects the performance of the System. Such correction, replacement, or services will be promptly accomplished after **CLIENT** has identified and notified Konnech of any such error in writing via email at support@konnech.com. At its expense, **CLIENT** agrees to provide Konnech with information, including, but not limited to, sufficient access via Virtual Private Network (VPN) or modem to **CLIENT**'s system, file dumps, screen dumps and error reports, as requested by Konnech, and with sufficient support and test time on **CLIENT**'s computer system to duplicate the problem encountered in order to ascertain that the problem is with the System and to correct the problem. Corrections for difficulties or defects which are not attributable to Konnech and which are traceable to **CLIENT** errors or unauthorized System changes, however, will be billed at Konnech's standard time and material rates.

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

- (c) *Late Charges; Termination.* **CLIENT** understands and agrees that each annual Use/Maintenance/Support fee is a fee for the right to continue to have a License to use the System and Documentation and receive the Maintenance and Support described above for an additional twelve (12) months, and payment therefore is due and payable upon receipt of Konnech's invoice as provided in Subparagraph 20(b) above. Subject to the provisions of Paragraph 21 below, in the event **CLIENT** fails to timely pay any such annual fee, or any other fees or charges provided for in this Agreement, **CLIENT**'s License to use the System and Documentation shall terminate on the earlier of thirty (30) days' notice from Konnech, or as of the year-end of the then-current year's Maintenance and Support services for which payment is due. **CLIENT** may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of **CLIENT**, elect to terminate the Agreement by delivering to Konnech a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Konnech at least thirty (30) business days prior to the effective date of termination.
- (d) *Changes in Terms and Conditions.* Konnech and **CLIENT** may, by mutual written agreement signed by authorized representatives of Konnech and **CLIENT** change the terms and conditions of this Agreement, and pricing may change from time to time for Konnech's services not covered by Maintenance and Support (e.g. onsite visits and the like).
- (e) *Enhancements and Corrections.* Any enhancements, corrections, or alterations to, or new versions of, the System or Documentation delivered to **CLIENT** by Konnech under this Agreement shall be limited to one (1) copy of such enhanced, corrected, altered, or new System or Documentation. Program changes, including training in the use and implementation of such program changes, made in order to meet any new statutory requirements will be provided as per Subparagraph 20(a) above.
- (f) *Travel Expenses.* **CLIENT** shall reimburse Konnech for any reasonable and actual travel expenses incurred by Konnech at the then current rates allowed **CLIENT** employees traveling on **CLIENT** business. Such expenses shall be pre-approved by **CLIENT** and may include travel to and from **CLIENT**'s site, lodging, meals, telephone, shipping, and the like.

21. **Breach/Default Generally.** In the event **CLIENT** is in default in the payment of any Fee set forth above and that payment is not in dispute or fails to carry out any other requirement of this Agreement, Konnech shall notify **CLIENT** in writing by certified mail. If **CLIENT** fails to remedy the default or breach within thirty (30) days of receipt of such notification, Konnech shall have the right, at its option, to terminate this

Agreement and take possession immediately of the System, the Documentation, and all accompanying materials and documents (excluding **CLIENT**'s hardware and equipment). In the event of such default or breach, **CLIENT** agrees to immediately cease use of the System, remove the System from any medium onto which **CLIENT** has downloaded it, and deliver to Konnech the System and all System backups, Documentation, and other materials delivered by Konnech to **CLIENT**. Konnech shall have no duty to perform under this Agreement in the event **CLIENT** defaults under or breaches this Agreement and fails to remedy such default or breach as provided herein. **CLIENT** will pay any amounts not disputed but if a payment is in dispute, payment will be withheld pending verification of the amount claimed and the validity of the claim. Payments in dispute will not be considered a default under this Agreement.

22. **Breach/Default as to Certain Use/Disclosure Restrictions; Attorney's Fees.** **CLIENT** agrees that for any breach of the restrictions upon the use, sale, transfer, or disclosure of the System as provided for in Paragraphs 9, 14, 15, 16 and 17 of this Agreement, monetary damages shall not be a sufficient remedy or protection for Konnech, and Konnech shall be entitled to seek injunctive or other equitable relief that it may deem proper or necessary in the courts of DeKalb County, Georgia, in addition to being entitled to seek any other legal or equitable relief. In any legal action which may arise from any breach or default relating to said Paragraphs (and only said Paragraphs), the prevailing party shall be entitled to recover all attorneys' fees, which is defined to include all costs, fees, collection costs, and other expenses of said legal action, if the recovery of such fees is so ordered by a competent court of jurisdiction.
23. **Patent and Copyright Indemnification.** Konnech agrees to defend, indemnify and hold the **CLIENT** harmless from any claim, suit, or action relating to a patent or copyright infringement arising out of **CLIENT**'s use as directed of the software developed by Konnech or tools employed in the development of its software and shall pay all reasonable legal fees, costs, and expense of **CLIENT** incurred in the defense of any patent or copyright claim or suit, provided that: (a) **CLIENT** is not in default under any of the provisions of this Agreement; (b) the software against which the claim is made was manufactured, created, and developed by Konnech and not third parties; (c) **CLIENT** notifies Konnech promptly in writing of any patent or copyright claim; and (d) Konnech has an opportunity to fully participate in the defense and/or agrees to a settlement of any such claim. If a patent or copyright claim is made or in Konnech's opinion is likely to be made, Konnech may, at its sole option, either replace or revise the System or Documentation so that the System or Documentation will be non-infringing on claimant, obtain a right to use the System from the claimant, or refund to **CLIENT** the License Fee paid hereunder.
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. However, should this status change during the

Term of this Agreement, **CLIENT** agrees that it and not Konnech will pay any such taxes or duties that may become due as a consequence of this Agreement.

25. **Use of the CLIENT 's Name.** **CLIENT** agrees that Konnech may include the **CLIENT's** name in any marketing materials listing Konnech customers, for Konnech's own marketing efforts, subject to **CLIENT's** prior review and approval.

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 below 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.

If to CLIENT: Executive Director
DeKalb County Department of Voter Registration and Elections
4380 Memorial Drive, Suite 300
Decatur, Georgia 30032

With a copy to: Chief Procurement Officer,
Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to Konnech: Konnech, Inc.
Attn: Eugene Yu
4211 Okemos Road, Suite 3
Okemos, Michigan 48864

27. **Waiver or Modification.** No waiver or modification of this Agreement of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this Paragraph may not be waived except as herein set forth.

28. **Severability.** The provisions of this Agreement are severable, and in the event that any provision hereof is held by any court to be void, voidable or unenforceable, such provision

shall be deemed stricken from this Agreement. All other terms and conditions shall remain in full force and effect, and the parties agree to remain bound by and perform in accordance with the terms hereof, as so amended.

29. **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. **CLIENT** acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.
31. **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.
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 in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Agreement shall be canceled.
34. **Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. § 13-10-91, **CLIENT** cannot enter into a contract for the physical performance of services unless Konnech, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Konnech certifies that it has complied and will continue to comply throughout the Term with O.C.G.A. § 13-10-91 and any related and applicable Georgia Department of Labor Rule. Konnech agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13-10-91. The signed affidavit is attached to this Agreement as Exhibit E. Konnech agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Konnech will secure from each subcontractor an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Term. Any signed subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit E. Each subcontractor agrees that in the event it employs or contracts with any sub-

subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit F.

- 35. Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Agreement without regard for conflicts of laws. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Agreement in its entirety, the printed provisions of this Agreement, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Agreement shall be construed against either party hereto.
- 36. Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
- 37. Client's Data Shall Not be Hosted on Foreign Servers.** Konnech agrees and by its execution of this Agreement certifies that CLIENT's data shall only be stored on servers that are physically located in the 48 contiguous states of the United States. Konnech further agrees and acknowledges that the requirement that CLIENT's data shall only be stored on servers that are physically located in the 48 contiguous states of the United States is a material term of this Agreement. Konnech further certifies that it has all state and federal certifications required to host data of the type contemplated to be hosted by Konnech under this Agreement.
- 38. Security Breach Notification.** Konnech shall have policies and procedures in place for the effective management of security breaches. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Konnech experiences or learns of that either compromises or could reasonably be expected to comprise CLIENT data through unauthorized use, disclosure, or acquisition of CLIENT data, Konnech shall immediately notify CLIENT of its discovery.
- 39. Customer Contractual Notices (Acceptable Use Policy).** The acceptable use policy (the "Policy") sets the rules governing:
- (a) the use of the URL assigned to the **CLIENT** by the provider, any successor website, and the services available on that website or any successor website (the "**Services**"); and
 - (b) the transmission, storage and processing of content by **CLIENT**, or by any person on your behalf, using the Services ("**Content**").

CLIENT must not use services in any way that causes, or may cause damage to the Services or impairment of the availability or accessibility of the Services. **CLIENT** must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

CLIENT must ensure that all Content complies with the provisions of this Policy. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law). Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.

Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited communications. **CLIENT** must not send any spam to any person using any email address or other contact details made available through the Services or that you find using the Services. **CLIENT** must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

CLIENT acknowledges that we do not actively monitor the Content or the use of the Services.

CLIENT must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

The Content must not contain or consist of, and you must not knowingly promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

The Content must not contain or consist of, and you must not knowingly promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

[SIGNATURES CONTINUED ON NEXT PAGE]

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: 09/07/2022

DeKalb County Board of Registration and Elections



By: Keisha L. Smith, Executive Director

DeKalb County Department of Registration and Elections

Date: 09/08/2022

Exhibit A: Description of Modules

PollChief® Location Management System (PLMS)

PLMS sets elections, set roles and access levels, maintains location information, maintains the street index, and communicates with building contacts.

PollChief® Election Worker Management System (PWMS)

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

PollChief® Online Worker Portal

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.

PollChief® Asset Management System (PAMS)

PAMS organizes inventory, asset tracking, logic and accuracy tests, service records, warehouse property management records, planning, packing, and drayage.

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

iPAMS Asset Management Mobile Application

Exhibit B: Recommended Hardware and Software

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

Konnech's system will be compatible with all OS browsers, Chrome by Google (preferred), Firefox by Mozilla, Edge by Microsoft, Opera by Opera Software, Safari by Apple.

Exhibit C: Hosting Service

DeKalb County's production environment will be hosted in Microsoft Azure Cloud Services. Pre-production environment will never host PII information. System availability will be 99.9%. Microsoft Azure Cloud Services is fully certified and has a SOC 2 Type 2 report that is attached to the contract and covers all of the functionalities and features that Konnech will use to host DeKalb County's production system in Azure Cloud.

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

Exhibit D: Fee Schedule

PollChief® Location Management System (PLMS)

PollChief® Election Worker Management System (PWMS) with Online Worker Portal

PollChief® Asset Management System (PAMS)

iPAMS Asset Mobile Application Android App

Initial Development Year

Item	One Time First Year Cost	**Annual Renewal Cost
PollChief® Location Management System	\$28,000	\$25,000
PollChief® Election Worker Management System (PWMS) with Online Worker Portal	\$22,000	Included
PollChief® Asset Management System	\$22,000	\$11,100
iPAMS Mobile Asset Application	Included	Included
TOTAL COSTS	\$76,000	\$40,100

Extra or new programming for the Out-of-Scope work will cost \$175 per engineering hour.

** Annual Renewal Includes

Hosting	Remote backup of customer data
Help desk support	Annual software releases, system upgrade(s)
Maintenance	Add/Change consultation
1 JIRA Desk User	10,000 units of voice or short text messages

Annual renewal will include a 5% cost-of-living adjustment (COLA).

The pricing proposal is effective within 2022.

EXHIBIT E - CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DeKalb County Board of Registrations and Elections has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

276030
Federal Work Authorization User Identification Number

9-2-2022
Date of Authorization

Konnech Inc.
Name of Contractor

Pollchief Election Logistic Management System
Name of Project

DeKalb County, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 9-1, 2022 in Okemos (city), MI (state).

By: [Signature]
Signature of Authorized Officer or Agent

Eugene Yee, President
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

2nd day of September, 2022.

Amanda Hummel
NOTARY PUBLIC

My Commission Expires:

June 26, 2028

AMANDA HUMMEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Jun 26, 2028
ACTING IN COUNTY OF Ingham



EXHIBIT F

Non-use of Subcontractors Affidavit

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, Eugene Yu who after being duly sworn, deposes and states as follows:

1. I am Eugene Yu, President of Konnech, Inc.
2. I will not use any subcontractors in the performance of License, Maintenance and Support Agreement with DeKalb County Board of Registration and Elections.
3. In the event that I decide to use subcontractors in the performance of the above cited Agreement, I will furnish to DeKalb County Board of Registration and Elections evidence of protective coverage for any subcontractor's operations prior to the subcontractor performing any work.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 9-7, 2022 in Okemos (city), MI (state).

By: [Signature]
Signature of Authorized Officer or Agent

Eugene Yu / President
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the 7th day of September, 2022.

[Signature]
Jacob Fandel
NOTARY PUBLIC

JACOB FANDEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES May 12, 2028
ACTING IN COUNTY OF Ingham

My Commission Expires:
May 12, 2028

