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Website: www.knowink.com

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## MASTER Software License and Services AGREEMENT between KNOWiNK, LLC and Tulare County

This Master Agreement (the "**Agreement**") is entered into as of the \_\_\_\_ of \_\_\_\_\_, 2018 between County of Tulare ("**Customer**"), a subdivision of the State of California, and KNOWiNK, LLC ("**KNOWiNK**"), a Missouri Limited Liability Company.

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("**EPBs**") system known as the KNOWiNK Poll Pad2 CA e PollBook System (the "**System**"), to provide the licenses for any software required to make the System functional for California elections (the "**Software**", to train Customer and/or its designated personnel in the use of the System, and to provide any support for the maintenance and operation of this System and Software as provided in this Agreement;

WHEREAS, CUSTOMER desires to use this software starting in June for CUSTOMER's June Election;

WHEREAS, CUSTOMER requires training in this software;

WHEREAS; the California Secretary of State has advised that its review of the System and Software won't be completed until May;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "**Services**") for, and license such **Software** to Customer prior to the Secretary of State's certification of the **System** and **Software**;

WHEREAS, both parties understand and accept that the obligations of Tulare County under Agreement, including the purchase of any component of the **System** and licensing of the **Software** shall only become binding upon approval of the **System** and **Software** by the Secretary of the State of California, as required by Elections Code § 2550; and

WHEREAS, KNOWiNK willingly and voluntarily desires to deliver and train Customer staff in the use of both the System and Software.

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

1. **CONDITION PRECEDENT:**

Approval of the System and Software by the California Secretary of State is a condition precedent Customer's obligations under this Agreement. Customer will have no legal obligation to pay for the System and the Software and this agreement unless and until the California Secretary of State approves the System and Software.

If the Secretary of State does not approve either the System or the Software, KNOWiNK's obligations to indemnify CUSTOMER still apply. KNOWiNK expressly acknowledges that its remedies are listed under this Agreement and KNOWiNK waives its rights to pursue any legal action for payment pursuant to or based upon the equitable remedy of quantum

meruit.

2. **KNOWiNK'S RESPONSIBILITY:**

It is agreed that KNOWiNK will deliver the **System** and **Software** and train Customer in the use of the **System** and **Software** during the month May. This delivery and training will occur prior to completion of the California Secretary of State review of the **System** and **Software**.

In the event that the California Secretary of State does not approve either the System or the Software, then KNOWiNK will not be compensated for the training costs; which include, but are not limited to housing, transportation, and meal costs.

KNOWiNK will also be responsible for the reasonable costs that Customer will incur in returning the System and Software.

3. **PROVISION OF THE SYSTEM:**

KNOWiNK shall deliver and implement the System and the Software as described herein and in quotes signed by both parties (see "Exhibit B: **Quote**").

4. **LICENSE AND SUPPORT; RESTRICTIONS:**

4.1 Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.

4.2 Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**") set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected.

4.3 Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.

4.4 The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions

contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

4.5 Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.

4.6 Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

5. **OBLIGATIONS:**

5.1 Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon receipt of Hardware by Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once shipment has been received.

5.2 On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. KNOWiNK will be available on all California and Tulare County scheduled election days, and CUSTOMER will notify KNOWiNK of scheduled elections. On Election Days, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Days, all calls will be acknowledged and/or addressed within one hour.

5.3 Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

6. **TERM; TERMINATION:**

6.1 The term of this Agreement ("**Term**") shall initially be five (5) years, unless earlier terminated in accordance with this Section.

6.2 Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

6.3 Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

7. **PRICING:**

- 7.1 Prices specified in any Quote included as an Exhibit to this Agreement signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.
- 7.2 The “**Annual Fee**” is the combined, annual fee for licensing (in the case of Software) and support (a “**License and Support Subscription**”). Pricing for the initial Annual Fee is the amount specified in the Quote (**Exhibit B**).
- 7.3 Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses.
- 7.4 All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse KNOWiNK therefore.

8. **ORDERS:**

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK’s discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

9. **PAYMENT TERMS:**

- 9.1 KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon receipt by Customer. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.
- 9.2 Customer will be invoiced for payment for any Services upon conclusion of the service call. Except as otherwise provided in the applicable Quote, payments of such invoices will be due within 30 days of the applicable invoice.
- 9.3 If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

10. **CONFIDENTIALITY:**

- 10.1 “**Confidential Information**” means any confidential or proprietary information of a party, including information related to KNOWiNK’s business or the System or Software (and applicable documentation), Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 10.2 Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and

the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.

10.3 Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

10.4 Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

## **11. INDEMNIFICATION:**

11.1 To the fullest extent permitted by law, KNOWiNK must indemnify, defend (at KNOWiNK's sole cost and expense), protect and hold harmless CUSTOMER, all subsidiaries, divisions and affiliated agencies of CUSTOMER, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of KNOWiNK with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of KNOWiNK, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). KNOWiNK's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then KNOWiNK's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.2 The duty to defend is a separate and distinct obligation from KNOWiNK's duty to indemnify. KNOWiNK shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to KNOWiNK of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to KNOWiNK by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than KNOWiNK are responsible for the Claim does not relieve KNOWiNK from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if

KNOWiNK asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then KNOWiNK may submit a claim to the KNOWiNK for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. KNOWiNK indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. KNOWiNK liability for indemnification under this Agreement is in addition to any liability KNOWiNK may have to CUSTOMER for a breach by KNOWiNK of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit KNOWiNK's indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

11.3 KNOWiNK must indemnify and hold CUSTOMER harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by CUSTOMER, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

11.4 **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for obsolescence.

11.5 **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.

11.6 **EXCLUSIVE REMEDIES.** THIS SECTION 11 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

12. **WARRANTY; LIMITATION OF LIABILITY:**

12.1 KNOWiNK warrants all System and Software components provided hereunder to be free from defects in material or workmanship under normal use and service for a

period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK REGARDING THE SYSTEM AND SOFTWARE, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED REGARDING THE SYSTEM AND SOFTWARE WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 12.2 KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.
- 12.3 Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 12.4 Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
- 12.5 IN NO EVENT SHALL KNOWiNK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF CUSTOMER OR KNOWiNK HEREUNDER. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

LIABILITY OF CUSTOMER: CUSTOMER's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section

3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall CUSTOMER be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

**13. CONFLICTS:**

13.1 At all times during the performance of this Agreement, KNOWiNK must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including KNOWiNK for this purpose, from making any decision on behalf of CUSTOMER in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any CUSTOMER decision that has the potential to confer any pecuniary benefit on KNOWiNK or any business firm in which KNOWiNK has an interest, with certain narrow exceptions.

13.2 KNOWiNK agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform CUSTOMER and provide all information needed for resolution of this question

**14. FORCE MAJEURE:**

14.1 KNOWiNK shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK .

**15. RELATIONSHIP OF THE PARTIES:**

15.1 The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.

**16. DISPUTE RESOLUTION:**

16.1 The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the



other party a written notice describing the dispute and the amount involved ("**Demand**").

16.2 After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

16.3 Notwithstanding the other provisions of this Section 16, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

16.4 Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

**17 GENERAL:**

17.1 KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement only upon prior written consent of the Customer.

17.2 This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by both parties.

17.3 THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF TULARE COUNTY

17.4 In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

17.5 Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

17.6 **LOSS OF FUNDING:** It is understood and agreed that if CUSTOMER'S funding is

either discontinued or reduced for the services to be provided hereunder, then CUSTOMER will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to CUSTOMER of any kind, provided that CUSTOMER shall pay KNOWiNK for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all Exhibits A and B are incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

**COUNTY OF TULARE (CUSTOMER)**

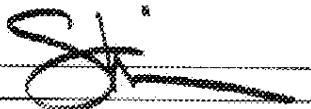
Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: Michael C. Spata  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**KNOWiNK, LLC**

Date: 4/24/18 \_\_\_\_\_ BY  \_\_\_\_\_  
TITLE CEO \_\_\_\_\_

Date: 4/29/18 \_\_\_\_\_ BY  \_\_\_\_\_  
TITLE CEO \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**Exhibit A**

**General Information**

<b>Customer Jurisdiction Name:</b>	Tulare County, CA
<b>Licensed Location (City/State):</b>	Visalia, CA
<b>Customer Contact(s):</b>	Michelle Baldwin, Registrar of Voters
<b>Billing Address:</b>	5951 S. Mooney Boulevard
<b>City / State / ZIP:</b>	Visalia, CA 93277
<b>Shipping Address (if different):</b>	
<b>City / State / ZIP:</b>	
<b>Contact Telephone:</b>	(559) 624-7300
<b>Alternate Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	mbaldwin@co.tulare.ca.us



KNOWiNK Quote and Terms				
Date: 4/17/2018				
KNOWiNK 2111 Olive Street Saint Louis, MO 63103				
Sales Contact: Timothy Vlach		Phone: (402) 319-4687	E-mail: timothy.vlach@knowink.com	
County: Tulare, CA		Phone: (559) 624-7300	Email: MBaldwin@co.tulare.ca.us	
County Contact: Michelle Baldwin				
Poll Pad Subscription Purchase Quote and Terms:				
*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:				
Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units <i>Includes: iPad 32gb WiFi, Charger, i360 Stand, Stylus, MDM Enrollment and Basic Poll Pad Manager</i>	120	\$355.00	\$42,600.00
2	1st Year Software License	120	\$100.00	\$12,000.00
3	Star Micronics Bluetooth Receipt Printer	120	\$300.00	\$36,000.00
4	Transport Case (1 Poll Pad Unit + 1 Printer)	120	\$100.00	\$12,000.00
5	iSync Drive	2	\$40.00	\$80.00
6	iPod (Inventory Tracking)	3	\$185.00	\$555.00
7	iPod Scanner Cases	3	\$600.00	\$1,800.00
8	Meraki Router Solution & Installation (MR42)	1	\$2,500.00	\$2,500.00
9	Wireless Hotspot Solution - Verizon SA2100 <i>(Can support up to 10 units at a location)</i>	59	\$450.00	\$26,550.00
10	Verizon Wireless Data Plan Activation, per Hotspot (Billed annually; required with Wireless Hotspot Solution)	59	\$15.00	\$885.00
11	e-Pulse Connectivity software	1	\$5,000.00	\$5,000.00
12	Issue Tracking	1	\$5,000.00	\$5,000.00
13	Asset Tracking	1	\$5,000.00	\$5,000.00
14	Train the Trainer (Onsite), per day	2	\$2,000.00	\$4,000.00
15	Onsite Election Day Support (per person, per day)	2	\$2,000.00	\$4,000.00
16	Project Management Day (Asset Tracking Setup)	1	\$2,000.00	\$2,000.00
17	SQL Script for VRS Direct Connect (Build & Test)	1	\$2,000.00	\$2,000.00
18	Set Up and Delivery	120	\$20.00	\$2,400.00
<b>Total Year (1) One Poll Pad Package Estimated Cost:</b>				<b>\$164,370.00</b>
Annual Software License and Maintenance				
19	Year 2 Annual Software License, MDM & Maintenance	120	\$100.00	\$12,000.00
20	Year 3 Annual Software License, MDM & Maintenance	120	\$100.00	\$12,000.00
21	Year 4 Annual Software License, MDM & Maintenance	120	\$100.00	\$12,000.00
22	Year 5 Annual Software License, MDM & Maintenance	120	\$100.00	\$12,000.00
23	Year 2 ePulse Connectivity Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
24	Year 3 ePulse Connectivity Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
25	Year 4 ePulse Connectivity Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
26	Year 5 ePulse Connectivity Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
27	Year 2 Issue Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
28	Year 3 Issue Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
29	Year 4 Issue Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
30	Year 5 Issue Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
31	Year 2 Asset Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
32	Year 3 Asset Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
33	Year 4 Asset Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
34	Year 5 Asset Tracking Annual Software License & Maintenance	1	\$1,000.00	\$1,000.00
Networking/Data				
35	Verizon Wireless Data Plan, per Hotspot (Per Election, billed separately from annual activation fee)	59	\$30.00	\$1,770.00
Optional Hardware/Software				
36	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		\$125.00	
37	Green MFi Certified Lightning Cable - 18"		\$7.50	
38	Green MFi Certified Lightning Cable - 9"		\$9.50	
Terms of Subscription				
Subject to acceptance of the Master Software License & Service Agreement will be a (5) five year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster. Prices above do not include any applicable California State taxes.				