STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

   KNOWiNK
   _____
   Name

   2111 Olive Street
   _____
   Street Address

St Louis	MO	63103
City	*State*	*Zip*

   Vendor # <u>VC228479</u>   Commodity Code #: <u>57835</u>   Legal Status of Contractor: <u>For-Profit Corporation</u>

   <u>Contact *Name:*</u> Kevin Schott   *Phone Number:* +1 314-914-1345   *Email:* kevin@knowink.com

2. CONTRACT PORTFOLIO NAME: <u>Specialized Technology Systems And Tools.</u>

3. GENERAL PURPOSE OF CONTRACT: <u>Electronic pollbook systems, software, and support..</u>

4. PROCUREMENT: <u>This contract is entered into as a result of the procurement process on FY2019, Solicitation# WA19004</u>

5. CONTRACT PERIOD: Effective Date: <u>Friday, March 01, 2019</u>. Termination Date: <u>Wednesday, February 28, 2029</u> unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): <u>0</u>.

7. Prompt Payment Discount Details (if any): <u>N/A</u>.

8. ATTACHMENT A: Standard Terms and Conditions for Information Technology
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: EPB Weekly Risk Report Template
   ATTACHMENT D: Product Catalog and Pricing
   ATTACHMENT E: PreDeployment Checklist
   ATTACHMENT F: End User License Agreement
   ATTACHMENT G: Clarification Phase Documents

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #WA19004.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

   IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR		**DIVISION OF PURCHASING**	
Kevin J Schott	Apr 25, 2019	*Chris Hughes*	Apr 25, 2019
Kevin J Schott (Apr 25, 2019)		Chris Hughes (Apr 25, 2019)	
Contractor's signature	Date	Director, Division of Purchasing	Date
CFO		*Justin R Lee*	Apr 25, 2019
		Justin R Lee (Apr 25, 2019)	
Print Name and Title		Director of Elections, Office of Lt. Gov.	Date
		(approval only)	

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services meaning all computerized and auxiliary automated information handling, including: (a) systems design and analysis; (b) acquisition, storage, and conversion of data; (c) computer programming; (d) information storage and retrieval; (e) voice, radio, video, and data communications; (f) requisite systems controls; (g) simulation; and (h) all related interactions between people and machines.

1. **DEFINITIONS:**

   a. "Access to Secure Public Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah or an Eligible User; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah or an Eligible User; or (C) have access to or receive any Public Data or Confidential Information during the course of performing this Contract.

   b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access Public Data to enable the Contractor to perform its responsibilities under this Contract.

   c. "Confidential Information" means information that is deemed as confidential under applicable record laws. The State of Utah and the Eligible Users reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Contractor.

   d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. This Contract may include any purchase orders that result from the parties entering into this Contract.

   e. "Contract Signature Page(s)" means the cover page that Division and Contractor sign.

   f. "Contractor" means the individual or entity delivering the Goods, Custom Deliverables, or performing the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and/or any other person or entity for which Contractor may be liable under federal, state, or local laws.

   g. "Custom Deliverable" means the Work Product that Contractor is required to deliver to Eligible Users under this Contract.

   h. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of Public Data and compromises the security, confidentiality, or integrity of Public Data. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

   i. "Division" means the State of Utah Division of Purchasing.

   j. "DTS" means the Department of Technology Services.

   k. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

   l. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.

   m. "Good" means any deliverable not classified as a Custom Deliverable or Service that Contractor is required to deliver to the Eligible Users under this Contract.

   n. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.

   o. "Personal Data" means data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

   p. "Proposal" means Contractor's response documents, including attachments, to the Division's Solicitation.

   q. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

   r. "Security Incident" means the potentially unauthorized access by non-authorized persons to Public Data that Contractor believes could reasonably result in the use, disclosure or theft of Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

s. "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.

t. "Solicitation" means the documents used by the Division to solicit Contractor's Proposal for the Goods, Custom Deliverables, or Services identified in this Contract.

u. "Public Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah or an Eligible User whether such data or output is stored on the State of Utah's or an Eligible User's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah, an Eligible User, or by Contractor. Public Data includes any federal data, that the State of Utah or an Eligible User controls or maintains, that is protected under federal laws, statutes, and regulations.

v. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

w. "Subcontractors" means subcontractors or subconsultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or anyone else for whom the Contractor may be liable, at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

x. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the ordering Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

5. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

(1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

(2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

(3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

(4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of

Utah, unless disclosure has been made to the Division.

8. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith will all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended.

9. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. **CONTRACTOR ACCESS TO SECURE Public FACILITIES, PUBLIC DATA, AND TECHNOLOGY:** An employee of Contractor or a Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure Public Facilities, Public Data, and Technology. Contractor shall provide the Eligible User with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at the Eligible User's expense. The Eligible User will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be filled out by Contractor and returned to the Eligible User. Additionally, each employee of Contractor or a Subcontractor, who will have Access to Secure Public Facilities, Public Data, and Technology, will be scheduled by the Eligible User to be fingerprinted, at a minimum of one week prior to having such access. At the time of fingerprinting, said employee of Contractor or a Subcontractor will disclose, in full, any past record of felony or misdemeanor convictions. The Eligible User is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The Eligible User may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor agrees to notify the Eligible User if an arrest or conviction of any employee of Contractor or a Subcontractor that has Access to Secure Public Facilities, Public Data and Technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this Contract, shall not cause or permit any of its employees or employees of a Subcontractor (if any) who have been convicted of a felony or misdemeanor to have Access to Secure Public Facilities, Public Data, and Technology. A felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

11. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

12. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the Eligible User. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision receives a copy of such code of conduct.

13. **INDEMNITY CLAUSE:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, the Eligible User, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

14. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

15. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

16. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

17. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

18. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

If Services apply to this Contract, then Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible Users, or the State of Utah is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

19. **SUSPENSION OF WORK:** Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Division.

20. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Goods or Services properly ordered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

21. **SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

22. **TITLE AND OWNERSHIP WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Good or Custom Deliverable delivered to the Eligible Users under this Contract. Contractor fully indemnifies the Eligible Users for any loss, damages or actions arising from a breach of this warranty without limitation.

23. **HARDWARE WARRANTY:** Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable, that it licenses, contracts, or sells under this Contract, for a period of one (1) year. Contractor acknowledges that all warranties granted to the Division and Eligible Users by the Uniform Commercial Code of the State of Utah apply to this Contract. Product liability disclaimers and/or warranty disclaimers from Contractor are not applicable to this Contract. In general, the Contractor warrants that the hardware: (a) will perform as specified in the Proposal; (b) will live up to all specific claims listed in the Proposal; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) will be suitable for any special purposes that the Division has relied on Contractor's skill or judgment to consider when it advised the Division about the hardware in the Proposal; (e) the hardware has been properly designed and manufactured; and (f) is free of significant defects or unusual problems about which Eligible User has not been warned.

24. **SOFTWARE WARRANTY:** Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Goods and Custom Deliverables, that Contractor licenses, contracts, or sells to the Eligible Users under this Contract, will: (a) perform in accordance with the specific claims provided in the Proposal; (b) be suitable for the ordinary purposes for which such Goods and Custom Deliverables are used; (c) be suitable for any special purposes that the Eligible User has relied on Contractor's skill or judgment to consider when it advised the Eligible User about the Goods or Custom Deliverables in its Proposal; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems. Contractor agrees to provide the Eligible Users with bug fixes, including informing the Eligible Users of any known software bugs or software defects that may affect the Eligible User's use of the software during the Contract.

25. **WARRANTY REMEDIES:** Upon breach of the hardware or software warranty, Contractor will repair or replace (at no charge to the Eligible Users) the Goods or Custom Deliverables whose nonconformance is discovered and made known to Contractor. If the repaired and/or replaced products prove to be inadequate, or fail to meet the performance of its essential purpose, Contractor will refund the full amount of any payments that have been made for the failing products. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

26. **UPDATES AND UPGRADES:** Contractor grants to the Eligible Users a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The Eligible Users shall download, distribute, and install all updates as released by Contractor during this Contract, and Contractor strongly suggests that the Eligible Users also download, distribute, and install all upgrades as released by Contractor during this Contract.

27. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With an Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor's obligation of this Contract. In the event that an Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of this Contract.

28. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Goods or Custom Deliverables that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond, in a reasonable time, when technical support or maintenance requests regarding the Goods or Custom Deliverables are made to Contractor.

29. **SECURE PROTECTION AND HANDLING OF PUBLIC DATA:** If Contractor is given Public Data as part of this Contract, the protection of Public Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Public Data. To the extent that Contractor is given Public Data, Contractor shall safeguard the confidentiality,

integrity and availability of the Public Data and comply with the following conditions outlined below. Eligible Users reserve the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the contract:

1. **Network Security**: Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:

(1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);

(2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

(3) Any generally recognized comparable standard that Contractor then applies to its own network and approved by DTS in writing.

2. **Public Data Security:** Contractor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Eligible User reserves the right to determine if Contractor's level of protection adequately meets the Eligible User's security requirements.

3. **Public Data Transmission**: Contractor agrees that any and all transmission or exchange of system application data with the Eligible Users and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

4. **Public Data Storage**: Contractor agrees that all Public Data will be stored and maintained in data centers in the United States. Contractor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-Public Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

5. **Public Data Encryption**: Contractor agrees to store all data provided to Contractor, including State, as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key and include all data as part of a designated backup and recovery process.

6. **Password Protection**: Contractor agrees that any portable or laptop computer that has access to the Eligible Users or State of Utah networks, or stores any Public Data is equipped with strong and secure password protection.

7. **Public Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Eligible Users.

8. **Public Data Destruction**: The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. It is understood by the parties that the Eligible User's written directive may request that certain data be preserved in accordance with applicable law.

9. **Services Shall Be Performed Within United States**: Contractor agrees that all of the Services related to Public Data that it provides to the Eligible Users will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.

30. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform an Eligible User of any Security Incident or Data Breach.

1. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

2. **Security Incident Reporting Requirements**: Contractor shall report a Security Incident to the Eligible User immediately if Contractor reasonably believes there has been a Security Incident.

3. **Breach Reporting Requirements**: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Public Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the Eligible User within 24 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.

31. **DATA BREACH RESPONSIBILITIES:** This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of

events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for all notification and remedial costs and damages.

32. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables it is important that contractors follow the same policies and procedures that DTS follows for their own internally developed goods and deliverables to minimize security risk, ensure applicable State and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor agrees to comply with the following DTS Policies which are available upon request:

    1. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
    2. **DTS policy 4000-0002, Enterprise Password Standards Policy**: Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
    3. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
    4. **DTS Policy 4000-0004, Change Management Policy**: Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.

33. **PUBLIC INFORMATION:** Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

34. **DELIVERY:** Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User unless otherwise specified in this Contract. Invoices listing freight charges that were not identified in the quote prior to shipment, unless otherwise specified in this Contract, will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Eligible Users except as to latent defects, fraud, and Contractor's warranty obligations.

35. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to Eligible Users or provide any Good and Custom Deliverable for download from the Internet, if approved in writing by the Eligible Users. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed to the Eligible Users under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes Public Data that Contractor processes or stores must be delivered within the specifications of this Contract.

36. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible Users shall within thirty (30) calendar days of the delivery date ("Acceptance Period") to notify Contractor in writing of the Defects. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period.

    If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the products returned pursuant to this section. No products shall be accepted and no charges shall be paid until acceptance is met. The warranty period will begin upon the end of the Acceptance Period.

37. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

38. PROMPT PAYMENT DISCOUNT: Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.

39. PAYMENT:

1. Payments will be made within thirty (30) days from a correct invoice is received, whichever is later. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, <u>Utah Prompt Payment Act of Utah Code</u>, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

2. Unless otherwise stated in this Contract, all payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not allow Contractor to charge electronic payment fees of any kind.

3. The acceptance by Contractor of final payment without a written protest filed with the Eligible User within ten (10) working days of receipt of final payment shall release the Eligible User, the Division, and the State of Utah from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

4. Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.

40. INDEMNIFICATION – INTELLECTUAL PROPERTY: Contractor warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not, to Contractor's knowledge, infringe any third party copyrights, patents, trade secrets, and/or other proprietary rights that exist on the effective date of this Contract and/or that arise or are enforceable under the law of the United States of America.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right of any third party, Contractor agrees to indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action without relieving Contractor of any obligation hereunder. The parties agree that if there are any limitations of liability, including a limitation of liability clause in this Contract, such limitations of liability will not apply to this Section.

41. OWNERSHIP IN INTELLECTUAL PROPERTY: The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

42. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the Eligible Users, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for Eligible Users and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible Users, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible Users any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,

2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible Users (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible Users.

Contractor agrees to grant to the Eligible Users a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible Users and the State of Utah to use the Custom Deliverables. The Eligible Users reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize

others to use, for the Eligible User's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's internal business operation under this Contract. The Eligible User and the Division may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

43. **OWNERSHIP, PROTECTION AND USE OF RECORDS:** Except for confidential medical records held by direct care providers, the Eligible Users shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the Eligible User. Contractor agrees to maintain the confidentiality of records it holds for the Eligible Users as required by applicable federal, state, or local laws. Eligible Users shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use an Eligible User's confidential data without prior written permission from Eligible User.

44. **PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality , and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

45. **PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible Users, and must be delivered to the Eligible Users within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible Users are included in this Contract.

46. **CONFIDENTIALITY:** Confidential Information may be disclosed to the Contractor under the terms of this Contract. If Confidential Information is disclosed to Contractor then Contractor agrees to adhere to the following:

Contractor will: (a) limit disclosure of any Confidential Information to Authorized Persons who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such Authorized Persons to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties, except as otherwise agreed to in writing by the Eligible Users. Contractor will promptly notify the Eligible Users of any misuse or misappropriation of Confidential Information that comes to Contractor's attention.

Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless, and defend the Division, the Eligible Users, and State of Utah from claims related to a breach of these confidentiality requirements by Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this Contract.

47. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

48. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (a) nonperformance of contractual requirements or (b) a material breach of any term or condition of this Contract. The Division will issue a written notice of default providing a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (a) exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend Contractor from receiving future solicitations; or (e) request a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed under this Contract.

49. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated as a result of a default by Contractor, the Division may procure or otherwise obtain, upon such terms and conditions as the Division deems appropriate, Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages arising therefrom, including attorneys' fees, excess costs and fees, and cost of cover together with incidental or consequential damages, incurred by the Division in obtaining similar Goods, Custom Deliverables, or Services.

50. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Division and the Eligible Users may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

51. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

52. **CONTRACTOR'S INSURANCE RESPONSIBILITY**. The Contractor shall maintain the following insurance coverage:
   a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
   b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.
   c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
   d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

53. **RESERVED**

54. **CONFLICT OF TERMS:** Contractor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, purchase orders, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (a) this Attachment A; (b) Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

55. **ENTIRE AGREEMENT:** This Contract shall constitute the entire agreement between the parties, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

56. **SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after expiration of, the completion of, or termination of this Contract, for whatever reason: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of Public Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration of, completion, or termination of this contract.

57. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.

58. **CONTRACT INFORMATION:** During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.

59. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents. Contractor acknowledges that all Goods and Custom Deliverables that it licenses, contracts, or sells to DTS under this contract are accessible to people with disabilities.

60. **RIGHT TO AUDIT:** Contractor agrees to, upon written request, permit Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. In addition, upon request, Contractor shall provide the

Division with the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

61. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

62. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

63. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

64. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

65. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

66. **REPORTS AND FEES**:
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check,EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.

3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

67. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence.

68. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

69. **ADDITIONAL INSURANCE REQUIREMENTS:**

1. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

2. Any other insurance policies described or referenced in the Solicitation for this Contract.

3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, state, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

70. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

71. **STATE REVIEWS, LIMITATIONS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor.

72. TRAVEL COSTS: The following will apply unless otherwise agreed to in the contract: All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

(Revision Date: October 29, 2018)

2111 Olive Street
St. Louis, MO 63103

_____

Attachment B: Scope of Work

Organization: State of Utah
Project Title: Poll Pad Deployment
Goal: The goal is to ensure the successful deployment of Poll Pads.

_____

Purpose: The state of Utah entered into an agreement with KNOWiNK, LLC for the use of Poll Pads, The scope of work outlines the required steps to deploy the Poll Pads to the precincts in your county.

Tasks and Activities: The tasks and activities below outline the steps required to deploy Poll Pad if the counties require changes to the base application.

Task	Duration	KNOWiNK Resource	Client Resource
Project Management			
Introductions and Kick Off Meeting	1 d	PM	Stakeholders
Requirements	**8 d**		
Network Requirements	1 d	KI Network	Network Team
Functional Requirements	1 d	PM, Product Mgr, BA	Process Owners
Customization Review	3 d	PM, Product Mgr, BA	Process Owners
Requirements Signoff	3d		Process Owners
Development	**26 d**		
Design	5 d	Dev Team	
Build	20 d	Dev Team	
Migrate app changes	1 d	Dev Team	
Hardware Configuration	**10 d**		
Create ePulse client	2d	Client Services	

Configure MDM	1d	Client Services	
Configure ePulse Client	2d	Client Services	
Load Voter Data	5d	Client Services	
Testing	**6 d**		
Create Test Plans	5d	QA Team	
User Testing	5 d		Client Test Team
Testing Signoff	1 d		Stakeholder
Documentation	**1 d**		
Update documentation	1 d	Client Services	
Training	**7 d**		
Coordinate Training	1d	Training Team	Client Resource
Train the Trainer	1d	Trainer	Client Resource
Poll Worker Training	5 d	Trainer	Poll Workers
Go Live			

Project kick off meeting:
This is the first meeting between the client and KNOWiNK when kicking off a new project and takes place after contracts have been signed. The purpose of the kickoff meeting is:
- 🕐 **to introduce the team**
- 🕐 **understand what needs to be done and**
- 🕐 **agree on how to work together effectively to successfully deploy Poll Pad**
  - o **agree on meeting schedules**
  - o **agree on timeline**
  - o **determine and confirm performance metrics**

Participants of the kick off meeting are KNOWiNKs project manager and key client stakeholders (determined by the client).

Requirements Document (Software Development Lifecycle):
Functional Requirements –
- 🕐 **Document the voter check-in process and workflow schedule**
- 🕐 **Document workflow schedule**
- 🕐 **KNOWiNK will use Requirements Document to create User Stories that the development team uses to produce estimates of effort and implement changes to the system**

Networking Requirements –
- 🕐 **Determine network bandwidth**
- 🕐 **Ensure the Poll Pads can send updates to ePulse throughout election day**

Participants for these discovery methods are KNOWiNK product managers and client process owners, SMEs (subject matter experts) determined by the client. The resulting user stories are reviewed with the client. The "signoff" means that the client agrees to the fact that the document/user stories meets the specification of changes to the system. Customization is any changes to the base application. An example, we have a base Utah application, if a county has a different voter check in workflow, we would make changes to the systems that allows for this difference. If there are no changes to the base application, then we skip development and go to hardware configuration.

After the signoff, then development proceeds. Development would occur if changes to the base application are required. This is determined during the functional requirements meeting. During development, KNOWiNK performs integrated testing which means that testing is performed as a continuous process rather than being a sequential task. As part of KNOWiNK's testing, test plans and scripts will be created by KNOWiNK's QA Team.

User Testing – The client performs Acceptance Testing accomplished when the system is acquired using the acceptance checklist included in each Poll Pad case.

Hardware Configuration –
ePulse is a secure web-based back-end election management system. All Poll Pads connect to ePulse where voter check-in data is securely transferred via WiFi.

- 🕐 KNOWiNK's Client Services team will create and configure an account (ePulse client) for each county to be able to administer and monitor their election as a whole.
- 🕐 The Client Servies Team will also request a voter file from each client prior to an election so that this information can be loaded into ePulse.
- 🕐 KNOWiNK uses Meraki's MDM (mobile device management) to manage each Poll Pad device and has the ability to geolocate, disable, wipe and lock any Poll Pad that may contain sensitive or confidential voter information. All Poll Pads are pre-enrolled in the Meraki MDM prior to shipment to the county.

Documentation –
KNOWiNK will provide to each county user and administrator guides.

Maintenance and Support -

- 🕐 Full-time year-round customer support from 7am CT-7PM CT with extended hours leading up to, during and after an election.
- 🕐 Hardware maintenance and warranty as required by each County.
- 🕐 Definition of functionality requirements to guide future upgrades and development.
- 🕐 Pre and Post Election On-Site commitments as agreed upon by each County.
- 🕐 Detailed issue and issue resolution tracking and formalized review process.
- 🕐 Continuing training and documentation requirements and timelines as agreed upon by each County.

Training –

KNOWiNK's training staff will coordinate with each county to provide a training program tailored to the County's needs focusing on existing workflow and procedures. Several training classes are offered from Train the Trainer to Poll Worker Training.

Go Live Support

- 🕐 Ballot creation assistance and training - Ballot proofing and formatting is provided for customers deploying Poll Print. KNOWiNK will work with your ballot vendor to ensure all ballot mapping and PDF sizing is verified and tested before the Poll Print machines are deployed.
- 🕐 System set up
- 🕐 Pre-election logic and accuracy testing - Our on-site personnel will provide provide custom documentation to assist in testing, offer immediate resolution to any issue that arises during testing, and create after action reports and documentation to ensure testing was fully completed.
- 🕐 Set-up for Election Day voting - KNOWiNK representatives will assist the City with all pre-deployment procedures as needed to successfully deploy the solution. They will hep assist with preparing the equipment, loading and verifying the final election data, packing accessories, and engaging in any task necessary to ensure the success of the deployment process.

A. Election Day support and troubleshooting assistance included:

- 🕐 Answering service calls - KNOWiNK representatives will be available to train call center staff prior to Election Day, personally field phone calls during the Election, assist other workers in answering Poll Pad related questions, or travel to locations to assist poll workers and gather feedback.
- 🕐 Tabulation and reporting results - A KNOWiNK representative will work to ensure that all data has been synchronized from the poll book units deployed once the equipment has been returned from the field. This work may take place the night of the election or in subsequent days post Election Day. Once all data has been verified in ePulse, all data will be available to be utilized by the ePulse Reporting module.
- 🕐 Post-election testing and reporting - A KNOWiNK representative can help facilitate any desired reporting or post election testing required by each county. Once data has been verified in ePulse, all data will be immediately available to be utilized by the ePulse Reporting module. Any desired software or hardware testing post election will be performed on-site to the extent the representative is able to facilitate a resolution. If test cases do not immediately a produce a resolution, appropriate escalation procedures will be enacted by the representative to achieve an expedited resolution.
- 🕐 Post-election audits - Using the ePulse Reporting module data from the Pollbooks can be utilized to confirm turn out numbers and assist in any post election audits. A KNOWiNK representative can be on-site to assist the City throughout the auditing process.

🕐 Any possible recounts – If desired, a KNOWiNK representative can be present to issue assistance in reconciling numbers or providing solution expertise deciphering device logs to provide clarity on any outstanding issues.

Training –

KNOWiNK's training staff will coordinate with each county to provide a training program tailored to the County's needs focusing on existing workflow and procedures. Several training classes are offered from Train the Trainer to Poll Worker Training.

Project Status	
Initial Allocated Budget ($)	$500,000.00
Current Allocated Budget ($)	**$500,000.00**
Initial Project Completion	6/28/2019
Current Project Completion	

#	Milestone Schedule				
#	**Activity**	**% Complete**	**Initial Schedule**	**Actual Schedule**	**Risk Sr.#**
1	Contract Signed				
	Project Management				
2	Introductions and Kick Off				
	Project Charter				
	Project Plan				
	Requirements				
3	Network				
4	Functional				
5	Customization Review				
	Requirements Signoff				
	Development				
	Design				
	Build				
	Migrate				
	Testing				
6	User Testing				
	Testing Signoff				
	Hardware Configuration				
	Create ePulse Client				
	Load Data				
	Configure ePulse Client				
	Create MDM				
7	Ship Equpment				
8	Confirm Delivery				
12	Acceptance Testing				
	Doucmentation				
	Update Documentation (if required)				
	Training				
	Coordincate Training				
	Train the Trainer				
	Poll Worker Training				
9	Pre Election Go Live				
10					
11	Election Day Go Live				
13	Hardware Preparation				
14	Data Migration				
15	Election Creation				
16	L&A Testing				
17	Pre Deployment Checklist				
18	Election Day final sync and verification				
19	Reporting and Auditing				
20					
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Project Information	
Client	State of Utah
Vendor	KNOWiNK
Project Name	Salt Lake County
Date Awarded	
Award Cost	$500,000.00
Duration [Total days]	60
Initial Start Date:	4/29/2019
Initial Completion Date:	6/28/2019

Week #	Date
1	1/0/1900
0	#N/A
0	#N/A

Week #	Date
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Recent Project Weekly Updates
Notes
0
#N/A
#N/A

Project Weekly Update History Log
Notes

Do not use the CUT/PASTE/DELETE CELL feature!!!

Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
0										
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Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
0										
1										

1		Poorly defined requirements during gap analysis	Closely coordinate with customers
2		Scope creep	Implement change management
3		Not properly trained leading to confusion in the polling location	formalized Training materials and procedures
4		Supply Chain Issues	COTS Equipment
5			
6			
7			

Re evauate timeline			
Prioritize changes			

No	Criteria	Unit	Metric
1	Service Calls (normal business hours)	minutes	1
2	Software availablity on election day	percent	99
3	Voter check in time	seconds	30-45
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#	Status
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Client Action Item Description	Action Item Due Date

Effort Reqd by Client	Notes

Weekly Risk Report

Project Title:	Salt Lake County	# of Risk Pending	0
Vendor Name:	KNOWiNK	Pending Risk Status	0.00

Budget	
Initial Allocated Budget	$500,000.00
Current Estimated Budget	**$500,000.00**
$ Over Budget	**$0.00**
$ Due to Client	$0.00
$ Due to Vendor	$0.00
$ Due to Unforeseen	$0.00
$ Due to Other	$0.00
% Over Budget	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Schedule	
Initial Start Date	4/29/19
Initial Completion Date	6/28/19
Current Completion Date	**6/28/19**
Days Delayed	**0**
Days to Client	0
Days to Vendor	0
Days to Unforeseen	0
Days to Other	0
% Over Schedule	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Vendor Foreseen Risk	
$ Over Budget Foreseen	$0.00
% Over Budget Foreseen	#DIV/0!
Days Delayed Foreseen	0
% Over Schedule Foreseen	#DIV/0!

24

SOFTWARE LICENSING

Initial Software License	$500.00
Other software applications discussed in RFP are included (Reporting, Advance Communication, Administrative Dashboards and Poll Worker Management)	

EQUIPMENT

EPB Unit (Apple iPad)	$305.00
Carrying Case	$125.00
Stand	$40.00
Stylus	$2.50
Shipping	$5.00
Printers	$300.00
Encoders	$110.00

CONNECTIVITY CHARGES

Jetpack	$150.00
SA 2100	$450.00
Per Device Annual Fee	$15.00
Election Activation	$30.00

ON-SITE CLIENT SUPPORT

Onsite Acceptance Testing	$2,000.00 per day per person
Onsite L&A Testing Per Election	$2,000.00 per day per person
Election support for on-demand assistance via phone	Included
First Election (Onsite)	Included
Additional Election (Onsite) Per Person	$2,000 per day per person
Onsite Technical Support	$2,000.00 per day per person
Data Conversion per Election	Included
Data loading per election	Included

TRAINING

On-site Training Train the Trainer or Poll Worker	$2,000.00 per day per person
Custom Training Materials (Including Videos)	$15,000.00
Intial Training for Staff (web-based)	Included

ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

Software and Hardware Maintenance (Year 2-10)	$125.00 per year

POLL PRINT

Poll Print - Tablet (Microsoft Surface Go)	$500.00
Poll Print - Tablet Cable	$10.00
Poll Print - Tablet Case	$100.00
Poll Print - Printer (Oki C712D)	$1,375.00
Poll Print - Cabinet (with Battery Backup)	$2,000.00
Poll Print - 1st Year Software & MDM License	$599.00
Poll Print - Onsite Installation & Training (1 day)	$3,500.00
Cradlepoint Router	$650.00

ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

Poll Print Annual Software License	$199.00

PER ELECTION CHARGES

Per Election Artwork Setup Charge (1st Election bundled in Configuration & Customization)	$2,500.00
Artwork Alteration Charge (per occurrence, after Setup)	$250.00

OPTIONAL EQUIPMENT

Poll Print - Cabinet (no Battery Backup)	$1,700.00
Poll Print - Cabinet Cover	$300.00

ELECTION MANAGEMENT SOFTWARE

Issue Tracking Software	$5,000.00 initial / $1,000 yearly
Asset/Inventory Management Software	$5,000.00 initial / $1,000 yearly

TO BE COMPLETED PRIOR TO DEPLOYMENT

POLL PAD NUMBER _____   DATE _____

GENERAL SET UP

ITEM	DESCRIPTION	JURISDICTION NO N/A YES
Confirm Correct Time	[Displays on top center of screen]	○ ○ ○
Confirm Correct Application Version Number	[Launch app > menu > displays on top center of screen]	○ ○ ○
Confirm iOS Version is 11.0 or higher	[Menu > displays on top center of the screen]	○ ○ ○
Exit Training Mode *(if applicable)*	[menu > tools & settings > pre election > training > toggle OFF]	○ ○ ○
Import Voter File	[menu > tools & settings > pre election > import voter file > import new election voter file > yes > confirm record count > OK > menu > home]	○ ○ ○
Import Help File *(if applicable)*	[menu > tools & settings > tools > extra files downloader > download help files > ok > OK > menu > home]	○ ○ ○
Confirm Correct Election, Polling Location, and Election Date are displayed	[center of home screen]	○ ○ ○
Confirm Correct Number of Precinct Records, Countywide Records, and Correct Configuration	[top center of home screen]	○ ○ ○
Confirm Check-in Count is zero (0)	[top center of home screen]	○ ○ ○
Confirm Cloud Icon is GREEN *(if server sync enabled)*	[Top right of screen]	○ ○ ○
Confirm Printer is correctly identified and paired with corresponding Poll Pad *(if applicable)*	[printer icon is GREEN > tap icon > print test receipt] [tap anywhere on screen to close window]	○ ○ ○
Confirm Encoder is Paired *(if applicable)*	[top right of screen > encoder icon will turn green when inserted in Poll Pad]	○ ○ ○
Confirm Peer-to-Peer Devices are Communicating	[top right of screen]	○ ○ ○
Confirm iPad Battery is 90% or Greater	[top right of screen]	○ ○ ○
Confirm Poll Pad is Able to Access Camera	[get started > advanced search > scan barcode > image of table displays on screen]	○ ○ ○
Return Poll Pad to Application Home Screen	[menu > home]	○ ○ ○
Enable Guided Access *(if desired)*	[press home button 3x]	○ ○ ○
Power Off Printer	[press power button on the left side of printer]	○ ○ ○
Power Off iPad**	[verify Poll Pad is off by pressing Home button. Screen should stay off]	○ ○ ○
Confirm Poll Pad, Printer, and Case identifications all match and verify case identification matches assigned polling location on Poll Pad home screen. Verify EACH Poll Pad deployed on Election Day.		○ ○ ○

Powering Off in Guided Access: When Poll Pads are in Guided Access, turn off Poll Pad by holding down the **Home and **Power** buttons at the same time. The screen will turn black, and then the Apple icon will appear. **When the Apple icon DISAPPEARS**, release the Home and Power buttons. Verify the Poll Pad is off.

TO BE COMPLETED PRIOR TO DEPLOYMENT

POLL PAD NUMBER _____   DATE _____

GENERAL BREAKDOWN

ITEM	DESCRIPTION	JURISDICTION		
		NO	N/A	YES
Hardware Included:				
Apple iPad (Poll Pad)		○	○	○
Lightning to USB Cable & USB Power Adapter		○	○	○
Poll Pad Stand Arm		○	○	○
Poll Pad Base		○	○	○
Stylus Pen (2)		○	○	○
Cleaning Cloth		○	○	○
Upgrade Options:				
Printer, Power Cord & Adapter	*[confirm printer has a full roll of paper and is powered off]*	○	○	○
ID Tray		○	○	○
Encoder		○	○	○
Magstripe Reader		○	○	○
MiFi Unit	*[confirm MiFi Unit battery is fully charged]*	○	○	○
Suggested Supplies:				
Printer Paper Rolls (if applicable)		○	○	○
Surge Protector		○	○	○
Extension Cord		○	○	○
Duct Tape		○	○	○
Security Seals		○	○	○

VARIANCES

_____

_____

_____

COUNTY _____   _____   _____
SIGNATURE   SIGNATURE *(if applicable)*   DATE

CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!

2111 Olive St • St. Louis, MO 63103
Phone: 855-765-5723
Email: sales@knowink.com
Website: www.knowink.com

MASTER Software License and Services AGREEMENT

This Master Agreement (the "**Agreement**") is entered into as of the _____ of _____, 2018 between _____ ("**Customer**"), and KNOWiNK, LLC ("**KNOWiNK**").

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("**EPBs**") system known as the KNOWiNK Poll Pad System (the "**System**"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "**Services**") for, and license such software (the "**Software**") to, Customer;

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

1. **PROVISION OF THE SYSTEM:**

    KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, "**Quote**").

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

    2.1. 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.

    2.2. 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.

    2.3. 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.

    2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System

v.20180724

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.

2.5. 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.

2.6. 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.

3. **OBLIGATIONS**:

3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon shipment to 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 made.

3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.

3.3. 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.

4. **TERM; TERMINATION:**

4.1. The term of this Agreement ("**Term**") shall initially be three years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWiNK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.

4.2. 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.

4.3. 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.

5. **PRICING:**

5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all

prices include shipping and packing costs, and insurance.

5.2. 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 and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.

5.3. 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.

5.4. 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.

6. **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.

7. **PAYMENT TERMS:**

7.1. KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.

7.2. 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.

7.3. 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.

8. **CONFIDENTIALITY**:

8.1. "**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), and the terms and conditions of this 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.

8.2. 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.

8.3.   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).

8.4.   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.

9.   **INDEMNIFICATION:**

9.1.   **Indemnity**. KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.

9.2.   **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 use and obsolescence.

9.3.   **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.

9.4.   **EXCLUSIVE REMEDIES**. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWINK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

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

10.1.   KNOWiNK warrants all products 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, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2. 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.

10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.

10.4. 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 RENDERS 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.

10.5. 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.

11. **CONFLICTS:**

KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

12. **FORCE MAJEURE**:

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, act of any government, de jure or de facto, or agency or official thereof, 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 .

13. **RELATIONSHIP OF THE PARTIES**:

13.1. 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.

14. **DISPUTE RESOLUTION**:

14.1. 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**").

14.2. 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.

14.3. Notwithstanding the other provisions of this Section 14, 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.

14.4. 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.

15. **GENERAL:**

15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

15.2. This Agreement is subject to the State of Utah Cooperative Contract PD3126 and all of the attachments and references there to, and this agreement is 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 then was is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.

15.4. 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.

15.5. 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 toKNOWiNK 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 (5th) 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.

(*Signature page to follow*)

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

CUSTOMER (CUSTOMER NAME):   **KNOWiNK LLC:**

Signature: _____   Signature:_____

Print Name: _____   Print Name:___Kevin J. Schott_____

Title: _____   Title: _____CFO_____

Date: _____   Date: _____

Exhibit A

General Information

Customer Jurisdiction Name:	
Licensed Location (City/State):	
Customer Contact(s):	
Billing Address:	
City / State / ZIP:	
Shipping Address (if different):	
City / State / ZIP:	
Contact Telephone:	
Alternate Telephone:	
Fax:	
Email:	

Exhibit B (Quote), to follow

POLL PAD | training guide

THE STATE OF **INDIANA**
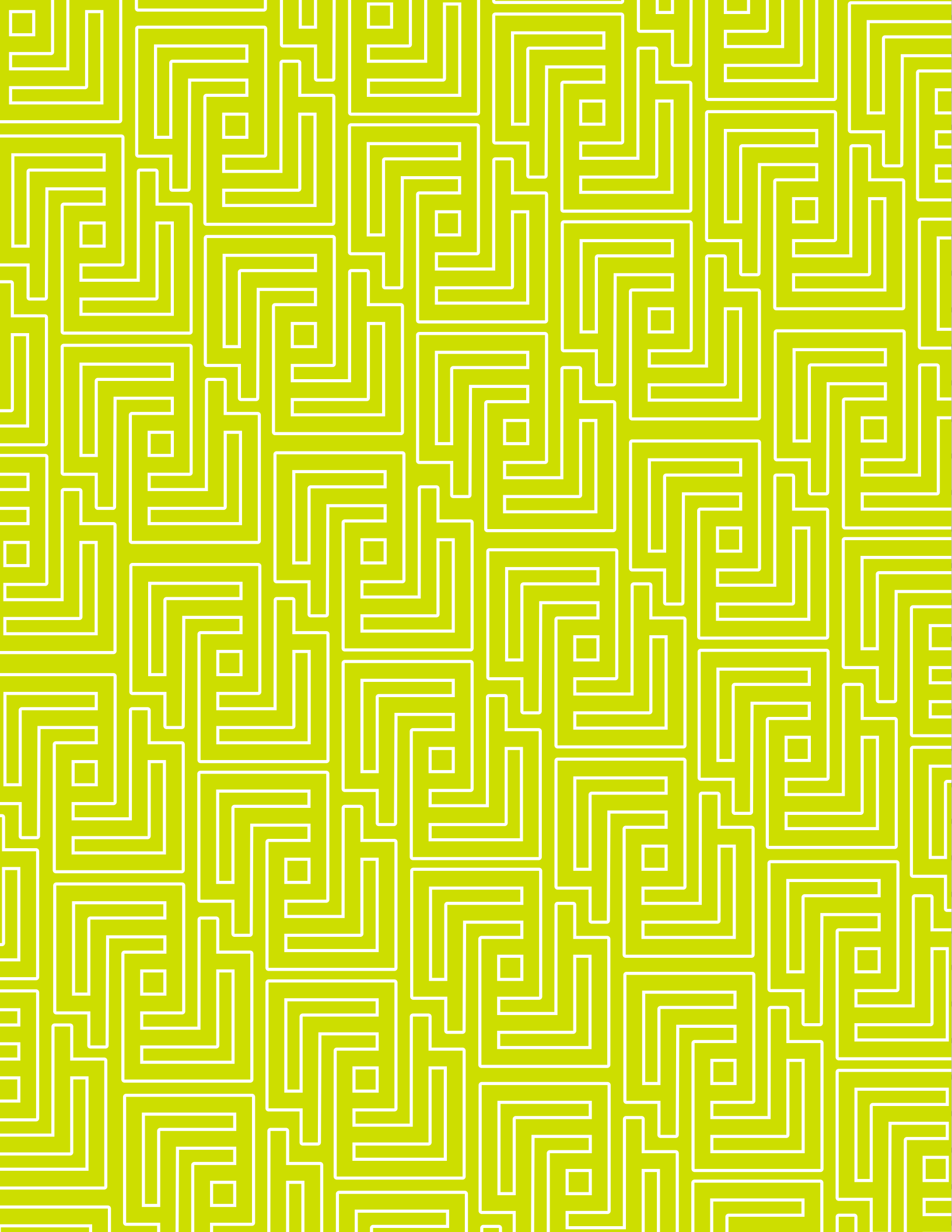
SEAL OF THE STATE OF INDIANA 1816

knowINK
Innovative Election Solutions

index

POLL PAD®

meet the POLL PAD®

1 Power Button   **2** Home Button   **3** Poll Pad & Plastic Shell

4 Stand Arm   **5** Poll Pad Base   **6** Camera   **7** ID Tray

1. **Green Case**

2. **Poll Pad**

3. **Poll Pad Base**
   (stand arm located under base)

4. **Lightning to USB Cable & USB Power Adapter**

5. **(2) Stylus**

6. **ID Tray**

7. **Printer & Cords**

8. **Screen Cloth**

OPENING PROCEDURES

IMPORTANT: You must plug in and turn ON your Hotspot in order to receive any supplemental data!

① LOCATE HOTSPOT

In the carrying case, locate the Hotspot and power cord.

② CONNECT

Plug power cord into the side of the Hotspot. On the cord, the arrow marks which side is up.

③ POWER CONNECTION

Plug your Hotspot into a wall outlet.
NOTE: Your Hotspot has a 2-hour battery.

④ POWER ON HOTSPOT

Press and hold the **power button** on the side of the Hotspot for five seconds.
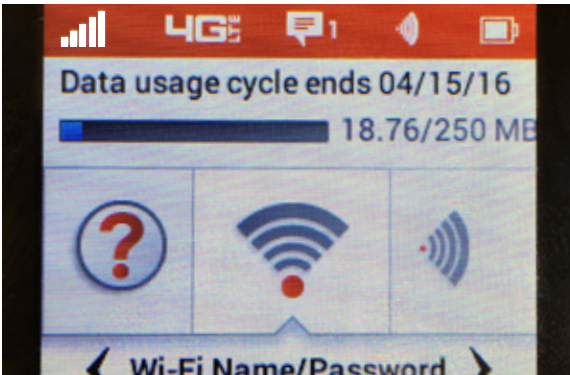
⑤ HOTSPOT CONNECTED

When connected, the display will look similar to a cell phone display. Make sure the Hotspot has a good signal by checking the bars at the top left of the screen. If it does not have a good connection, try moving it to a different location or close to a window, keeping it within 80 feet of the Poll Pads.

NOTE: Tap the power button to "wake up" the Hotspot screen if you need to confirm connectivity during the day.
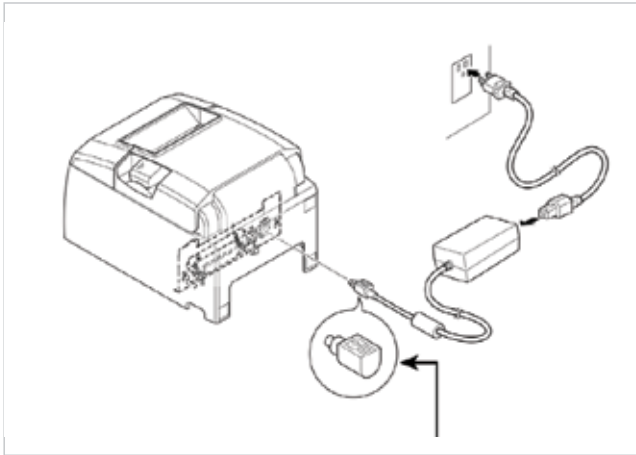
❶ LOCATE PRINTER

Open the transport case and remove printer, adapter and power cord.

❷ CONNECT TO POWER ADAPTER

Connect the power cord to the power adapter.
NOTE: Ensure secure connection

❸ CONNECT TO PRINTER

Plug the connector into the back of the printer.
NOTE: Ensure secure connection

④ PLUG PRINTER INTO OUTLET

Plug your printer into a wall outlet.

NOTE: Make sure your check-in table is close to the wall outlet or you have an extension cord available.

REMINDER: If you are using a power strip, be sure it is turned on.

⑤ TURN PRINTER ON

The ON/OFF switch is located on the left side of the printer. If you do not see a green power light on the front panel, check the power cord connections and make sure the outlet has power.

⑥ STAND ARM

To attach the stand arm to the iPad shell, pinch the buttons on the side of the arm and place in circular opening. Release buttons and rotate the arm until you hear a click.

7 CONNECT ARM TO BASE

Take arm and place into Poll Pad Base. Once attached rotate iPad making sure the camera is on top, oriented in a landscape position.

8 ATTACH PHOTO ID TRAY

Slide the ID tray to the iPad using the mounting slide. Once attached, insert stylus into the holding slot. Adjust the iPad to a suitable angle.
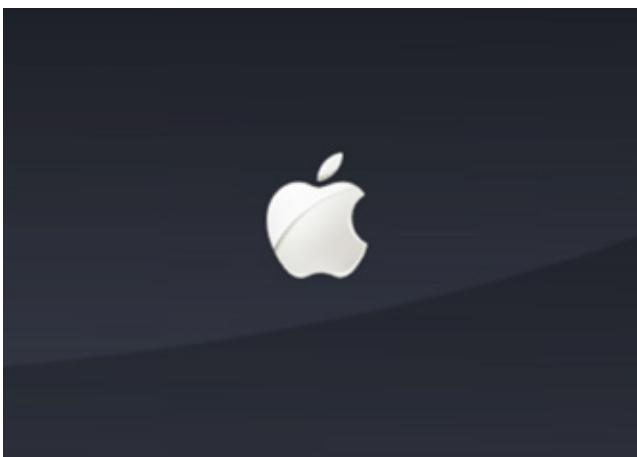
9 POWER ON POLL PAD

Press the power button on the top left edge of the unit until you see the Apple icon, then release. The iPad will power on, and the Poll Pad application with launch automatically.

NOTE: Poll Pad will power on automatically if connected to AC power.
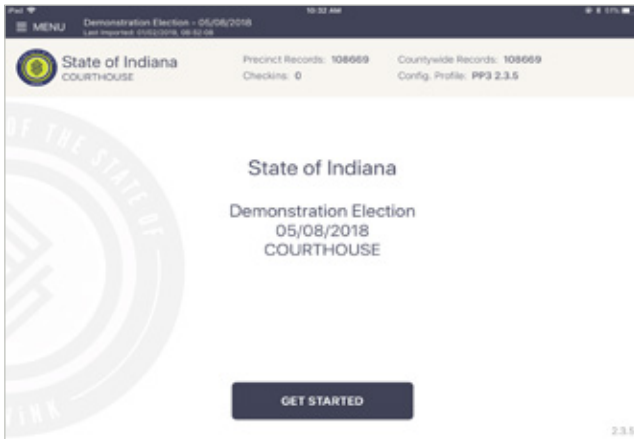
❼ HOME SCREEN CHECKLIST

- Name of Jurisdiction
- Election Name and Date
- Polling Place Location is Correct (Most Important)
- Check-in Count = 0
- Battery Life is Close to Full (90% or greater)

❽ CONFIRM CONNECTION

Look for blue light on the back of the printer to confirm the wireless printing connection is successful.
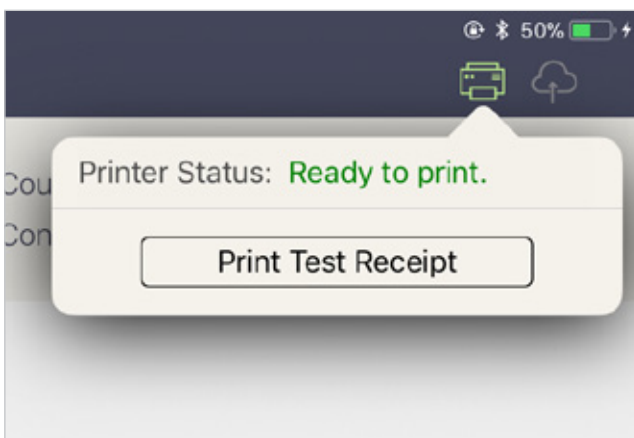
❾ CONNECT & TEST PRINT

A green printer icon on the Poll Pad means you are connected to the printer.

Press the green printer icon and select 'Print Test Receipt' and a sample receipt will print. You are now ready to sign in and process voters.
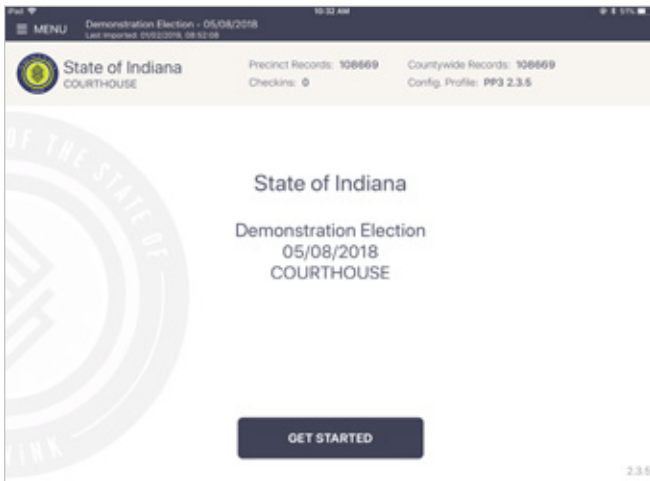
PRINTER ICONS & COLORS

Poll Pad is paired with the printer. A receipt will print out for checked-in voters and those who are in the wrong precinct.

Poll Pad recognizes the printer and is currently in the process of pairing with the device.

Poll Pad is not paired with the printer. Select the printer icon, followed by Pair and Connect.
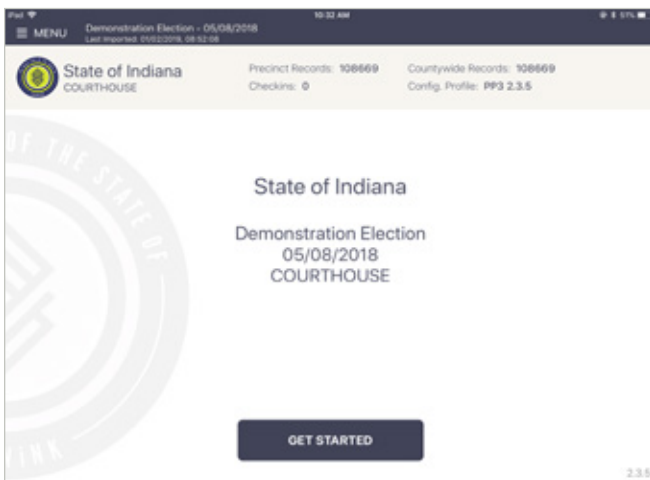
MULTI-PEER ICONS & COLORS

Poll Pad is currently connected and synchronizing with the other precinct Poll Pads.

The number inside of the blue circle indicates the number of precinct units the Poll Pad is connected to.

Poll Pad recognizes the presence of other precinct Poll Pads but is not connected or synchronizing with these units.

The Poll Pad is currently disconnected and not synchronizing with the other precinct Poll Pads. Contact your Election Authority.

CLOUD SYNC ICONS & COLORS

Poll Pad is currently connected and synchronizing with the central election database.

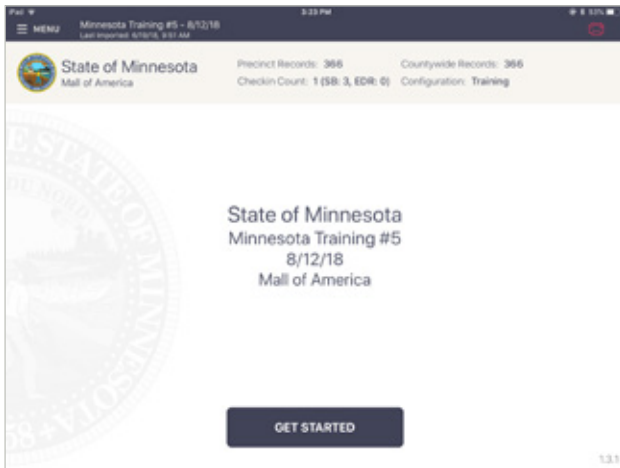Poll Pad is in the process of connecting to the central election database.

Poll Pad is currently disconnected and not synchronizing with the central election database. Contact your Election Authority.
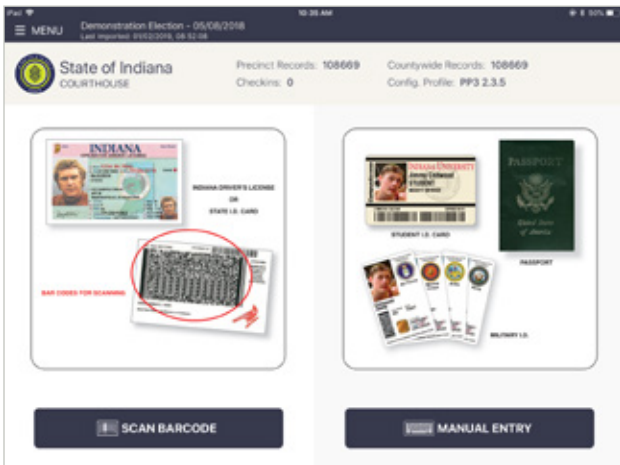
PROCESSING VOTERS

1 GET STARTED

Press **GET STARTED** to locate the voter by using his or her first and last name.
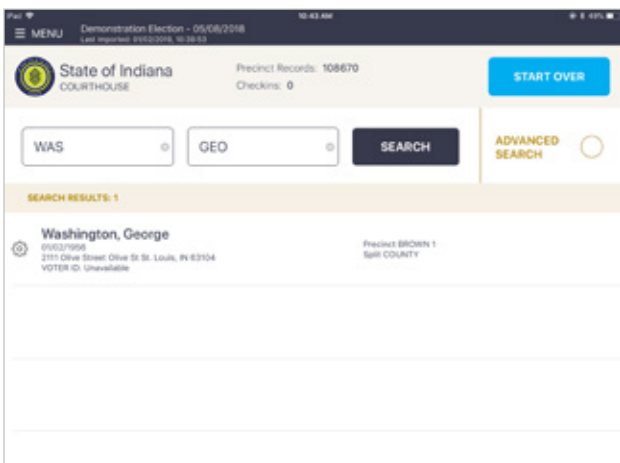

2 SELECT MANUAL ENTRY

To begin voter check-in, select **Manual Entry**.

3 ENTER VOTER'S NAME

Use the on-screen keyboard to enter the first three (3) letters of the voters last and first name, then press **SEARCH**.

④ SELECT VOTER'S RECORD

Records matching the search criteria display on screen. Locate the voter's record and verify it does not contain any exceptions, then select the voter by touching his or her record.

⑤ VERIFY VOTER ADDRESS

Confirm the voter's name, address, and date of birth. If the voter's address has not changed, press the **Address Is Valid** button and process normally. If the voter's address has changed press the **Address NOT Valid** button and instruct the voter to complete a VRG 4/12 Form before processing.

⑥ SIGNATURE/CONFIRMATION

On the Voter Signature page please instruct voter to sign and press **DONE SIGNING**. On the Poll Worker Confirmation page verify voter signature matches the voter signature on file. Once verified, press **SUBMIT** to complete the check-in.

NOTE: During Primary Election, party selection is required.

➊ VERIFY VOTER'S INFO

Ask the voter to provide an acceptable form of ID. After verifying the voter's ID is valid, start the check-in process by touching Scan Barcode.
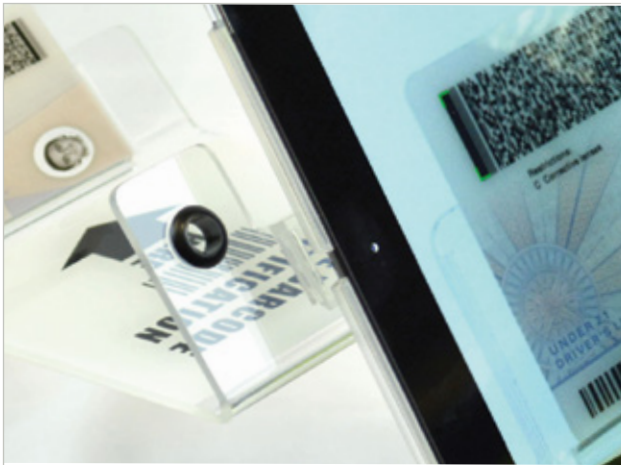
➋ SCAN VOTER'S ID

Place his or her photo ID (with the barcode facing the camera) onto the ID Tray.

NOTE: If the camera is unable to scan the voter's photo ID or if the ID is not placed onto the holder within five seconds, the Poll Pad will display "Barcode Scan Failed." If this occurs, find the voter using the manual search method.
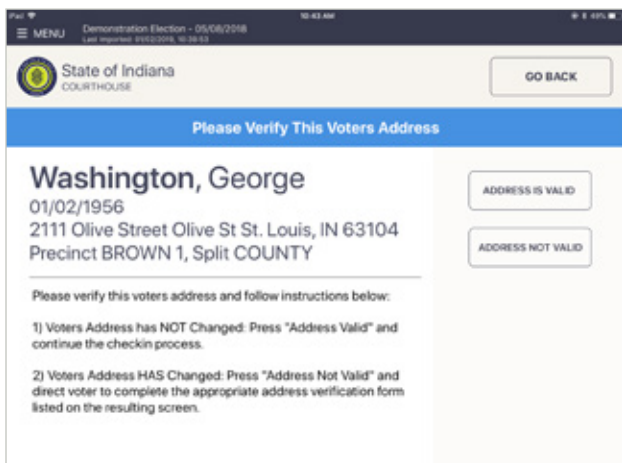
➌ VOTER RECORD LOCATED

Once a match has been located, Poll Pad will take you directly to the address verification page.

❹ VERIFY VOTER ADDRESS

Confirm the voter's name, address, and date of birth. If the voter's address has not changed, press the **Address Is Valid** button and process normally. If the voter's address has changed press the **Address NOT Valid** button and instruct the voter to complete a VRG 4/12 Form before processing.
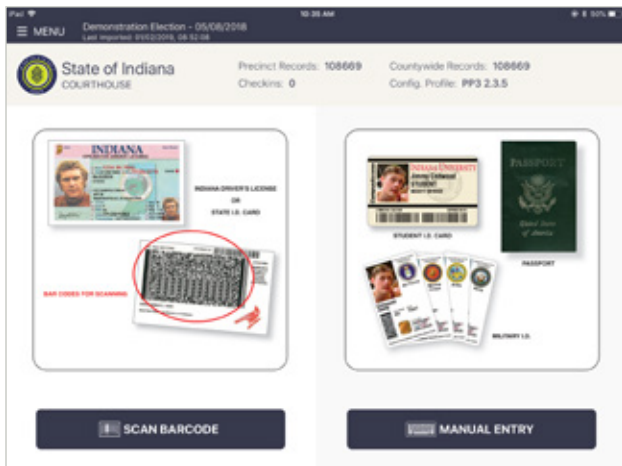

❺ SIGNATURE/CONFIRMATION

On the Voter Signature page please instruct voter to sign and press **DONE SIGNING**. On the Poll Worker Confirmation page verify voter signature matches the voter signature on file. Once verified, press **SUBMIT** to complete the check-in.

**NOTE:** During Primary Election, party selection is required.

❶ VOTER NOT FOUND

If Scan Barcode and Manual Entry have been used to find a voter, and he or she is still not found, a pop-up will appear reading, **No Records Found**. Press **OK** to go back to Voter Lookup.
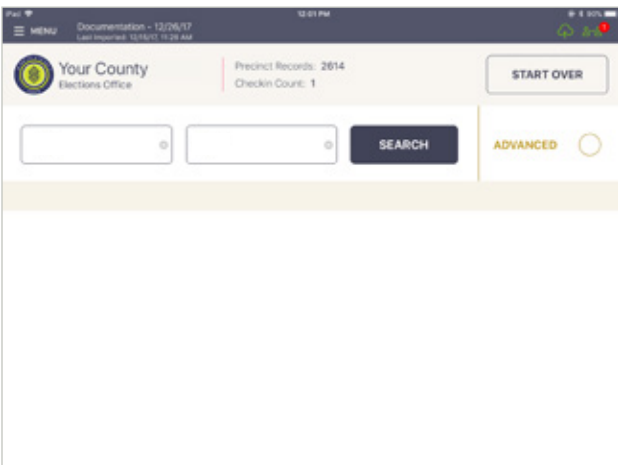
❷ ADVANCED SEARCH

Once back on the Voter Lookup Screen, press the circle nect to **ADVANCED**.

NOTE: Clear Name Fields by Pressing X in First and Last Name Boxes Before Searching
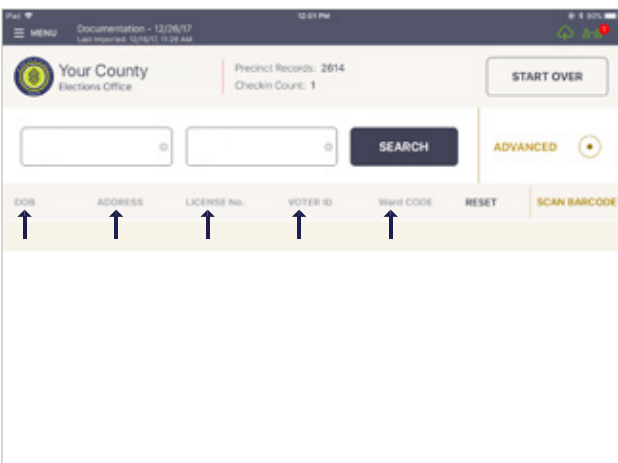
❸ SEARCH BY:

Lookup voter by using **DATE OF BIRTH (DOB), ADDRESS, LICENSE NUMBER, VOTER ID,** etc., press **DONE** then **SEARCH**. If voter is found using Advanced Search, follow same protocol as scan barcode/manual entry to process voter.

CLOSING PROCEDURES

POWERING OFF HOTSPOT

Press and hold the power button until the "powering off" screen appears.
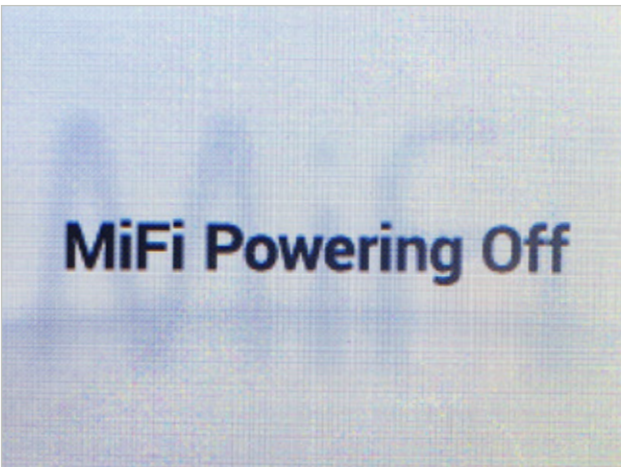
HOTSPOT POWERED OFF

The screen will read 'Powering Off'.

RETURN ITEMS

Unplug the power cord and return the Hotspot and power cord to the carrying case. Return the case to the Election headquarters.
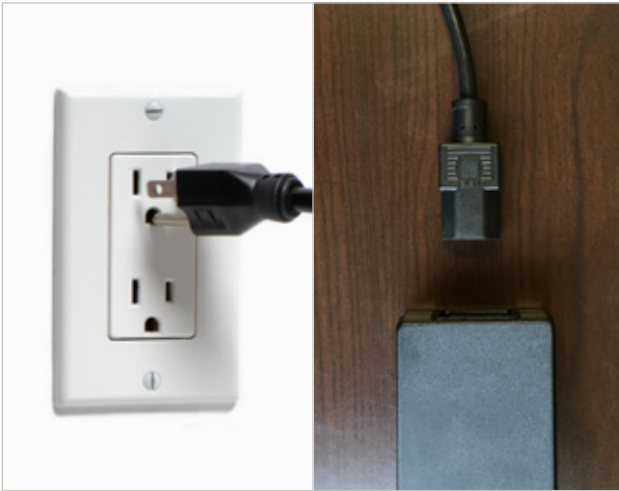
UNPLUG PRINTER

Unplug printer from outlet, disconnect printer cable from transformer box and printer.

NOTE: Keep Poll Pad powered ON

FOLD STAND ARM

After disconnecting hardware from the iPad, place components back in carrying case. Once the stand arm has been removed from the iPad and battery base, fold the stand arm backwards to fit in the case.

NOTE: Keep Poll Pad powered ON
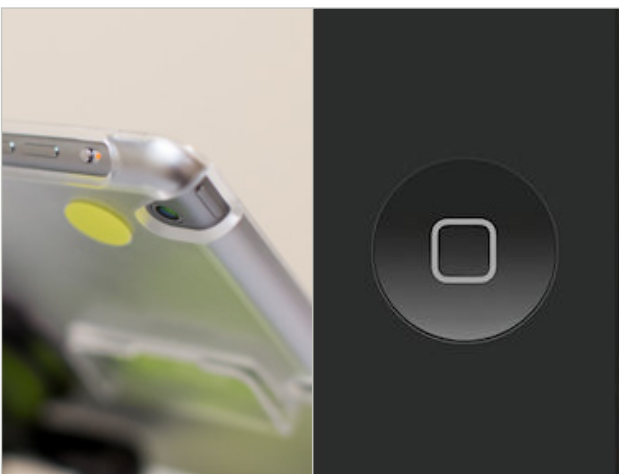
POWER OFF IPAD

Turn off iPad by holding the power button and the home button (pictured) simultaneously until the screen goes black. Place iPad in the carrying case.

❶ PACK POLL PAD CASE

Disassemble the Poll Pad and return the supplies to the Poll Pad Case.
Close the lid and secure.
❶ Green Case
❷ Poll Pad & Stand Arm
❸ Poll Pad Base
❹ Power Cube and Cord
❺ (2) Stylus
❻ Photo ID Tray
❼ iPad Screen Cloth
❽ Printer

❷ RETURN SUPPLIES

Return Poll Pad Case to the Election's office on election night, along with other precinct supplies.

NOTE: To ensure accuracy, remember to place the Poll Pad supplies in the appropriate case/tote.
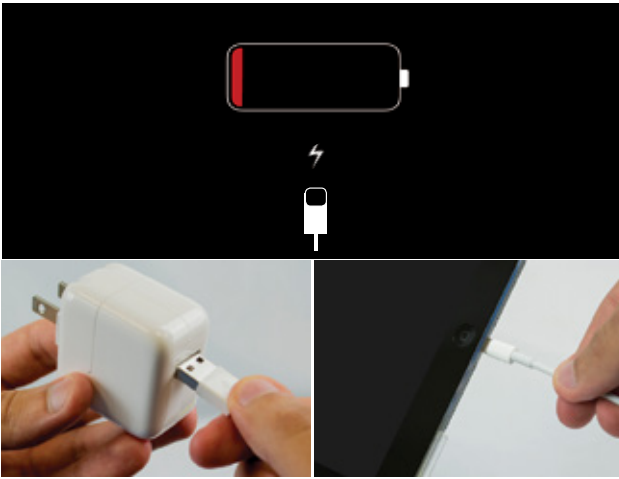
CHARGING POLL PAD

❶ Plug USB end of power cable into power cube

❷ Plug power cube into an AC wall outlet

❸ Plug power cable into Lightning Connector on Poll Pad

❹ Wait about five minutes for the Poll Pad to charge

❺ Once there is sufficient power, Poll Pad will auto power on

❻ Resume normal operations

NOTE: To confirm your unit is charging, verify battery icon is green and lightning bolt is displayed.
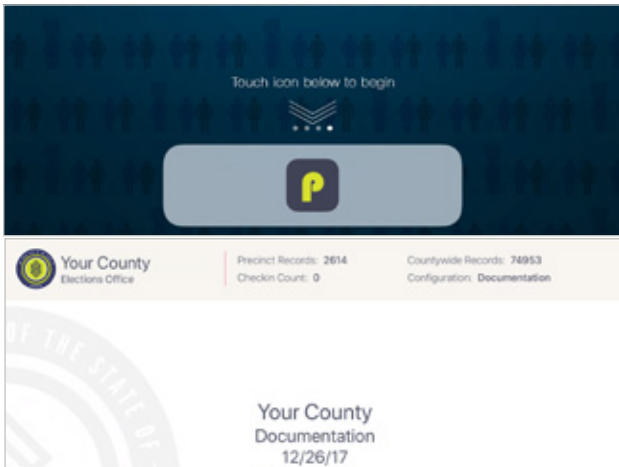
OPENING POLL PAD

❶ If application does not automatically launch when powered on, touch the Poll Pad App at the bottom of the Home Screen

❷ Verify the Indiana homepage displays on screen
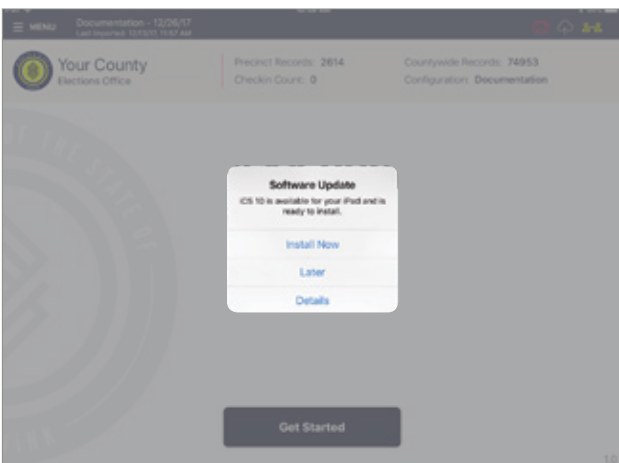
iOS SOFTWARE UPDATE

DO NOT perform a software update on the Poll Pad. In the unlikely event that an iOS update prompt displays on the device, perform the following steps:

❶ Touch Later from the list of on screen options

❷ Press the Home button and verify Poll Pad app remains open

POLL PAD SCREEN IS UNRESPONSIVE

❶ Unplug unit from power source (electrical outlet, battery, etc.)

If the Poll Pad screen is unresponsive, perform the following steps:

❷ Hold down the Sleep/Wake and Home buttons simultaneously

❸ Release both buttons once the Apple logo displays on screen

❹ After application launches, return to previous activity.

Connected
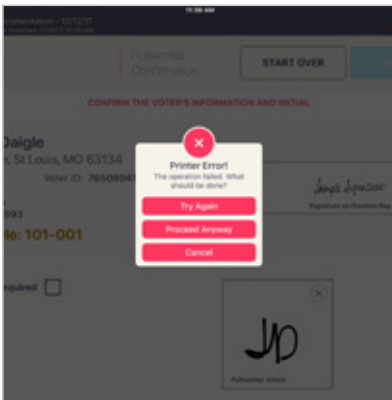
Not Connected

NOT PRINTING / STOPS PRINTING

❶ Make sure the printer is turned 'ON.'

❷ Confirm the printer is plugged into outlet and cords are securely connected.

❸ Check paper is installed correctly.

❹ Confirm connection with Poll Pad (green icon).

CHANGING PAPER

❶ Open printer

❷ Reload paper with the paper flap toward you, feeding from the bottom/underneath roll.

❸ Close and Print Test Receipt

Project Information	
Client	State of Utah
Vendor	KNOWiNK
Project Name	Salt Lake County
Date Awarded	
Award Cost	$500,000.00
Duration [Total days]	60
Initial Start Date:	4/29/2019
Initial Completion Date:	6/28/2019

Week #	Date
1	1/0/1900
0	#N/A
0	#N/A

Week #	Date
1	
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53	
54	

Recent Project Weekly Updates
Notes
0
#N/A
#N/A

Project Weekly Update History Log
Notes

Project Status

Project Status	
Initial Allocated Budget ($)	$500,000.00
Current Allocated Budget ($)	**$500,000.00**
Initial Project Completion	6/28/2019
Current Project Completion	

Milestone Schedule

#	Activity	% Complete	Initial Schedule	Actual Schedule	Risk Sr.#
1	Contract Signed				
	Project Management				
2	Introductions and Kick Off				
	Project Charter				
	Project Plan				
	Requirements				
3	Network				
4	Functional				
5	Customization Review				
	Requirements Signoff				
	Development				
	Design				
	Build				
	Migrate				
	Testing				
6	User Testing				
	Testing Signoff				
	Hardware Configuration				
	Create ePulse Client				
	Load Data				
	Configure ePulse Client				
	Create MDM				
7	Ship Equpment				
8	Confirm Delivery				
12	Acceptance Testing				
	Doucmentation				
	Update Documentation (if required)				
	Training				
	Coordincate Training				
	Train the Trainer				
	Poll Worker Training				
9	Pre Election Go Live				
10					
11	Election Day Go Live				
13	Hardware Preparation				
14	Data Migration				
15	Election Creation				
16	L&A Testing				
17	Pre Deployment Checklist				
18	Election Day final sync and verification				
19	Reporting and Auditing				
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Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution Date	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
0										
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										

Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution Date	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
1										

1		Poorly defined requirements during gap analysis	Closely coordinate with customers
2		Scope creep	Implement change management
3		Not properly trained leading to confusion in the polling location	formalized Training materials and procedures
4		Supply Chain Issues	COTS Equipment
5			
6			
7			

Re evauate timeline			
Prioritize changes			

No	Criteria	Unit	Metric
1	Service Calls (normal business hours)	minutes	1
2	Software availablity on election day	percent	99
3	Voter check in time	seconds	30-45
4			
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Client Action Item Description	Action Item Due Date

Effort Reqd by Client	Notes

Weekly Risk Report

Project Title:	Salt Lake County
Vendor Name:	KNOWiNK

# of Risk Pending	0
Pending Risk Status	0.00

Budget	
Initial Allocated Budget	$500,000.00
Current Estimated Budget	**$500,000.00**
$ Over Budget	**$0.00**
$ Due to Client	$0.00
$ Due to Vendor	$0.00
$ Due to Unforeseen	$0.00
$ Due to Other	$0.00
% Over Budget	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Schedule	
Initial Start Date	4/29/19
Initial Completion Date	6/28/19
Current Completion Date	**6/28/19**
Days Delayed	**0**
Days to Client	0
Days to Vendor	0
Days to Unforeseen	0
Days to Other	0
% Over Schedule	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Vendor Foreseen Risk	
$ Over Budget Foreseen	$0.00
% Over Budget Foreseen	#DIV/0!
Days Delayed Foreseen	0
% Over Schedule Foreseen	#DIV/0!

POLL PAD®
Powered By knowINK
Innovative Election Solutions

ELECTION PREP
LOGIC & ACCURACY CHECK LIST

TO BE COMPLETED PRIOR TO DEPLOYMENT

POLL PAD NUMBER _____   DATE _____

GENERAL SET UP

ITEM	DESCRIPTION	JURISDICTION		
		NO	N/A	YES
Confirm Correct Time	[Displays on top center of screen]	○	○	○
Confirm Correct Application Version Number	[Launch app > menu > displays on top center of screen]	○	○	○
Confirm iOS Version is 11.0 or higher	[Menu > displays on top center of the screen]	○	○	○
Exit Training Mode *(if applicable)*	[menu > tools & settings > pre election > training > toggle OFF]	○	○	○
Import Voter File	[menu > tools & settings > pre election > import voter file > import new election voter file > yes > confirm record count > OK > menu > home]	○	○	○
Import Help File *(if applicable)*	[menu > tools & settings > tools > extra files downloader > download help files > ok > OK > menu > home]	○	○	○
Confirm Correct Election, Polling Location, and Election Date are displayed	[center of home screen]	○	○	○
Confirm Correct Number of Precinct Records, Countywide Records, and Correct Configuration	[top center of home screen]	○	○	○
Confirm Check-in Count is zero (0)	[top center of home screen]	○	○	○
Confirm Cloud Icon is GREEN *(if server sync enabled)*	[Top right of screen]	○	○	○
Confirm Printer is correctly identified and paired with corresponding Poll Pad *(if applicable)*	[printer icon is GREEN > tap icon > print test receipt] [tap anywhere on screen to close window]	○	○	○
Confirm Encoder is Paired *(if applicable)*	[top right of screen > encoder icon will turn green when inserted in Poll Pad]	○	○	○
Confirm Peer-to-Peer Devices are Communicating	[top right of screen]	○	○	○
Confirm iPad Battery is 90% or Greater	[top right of screen]	○	○	○
Confirm Poll Pad is Able to Access Camera	[get started > advanced search > scan barcode > image of table displays on screen]	○	○	○
Return Poll Pad to Application Home Screen	[menu > home]	○	○	○
Enable Guided Access *(if desired)*	[press home button 3x]	○	○	○
Power Off Printer	[press power button on the left side of printer]	○	○	○
Power Off iPad**	[verify Poll Pad is off by pressing Home button. Screen should stay off]	○	○	○
Confirm Poll Pad, Printer, and Case identifications all match and verify case identification matches assigned polling location on Poll Pad home screen. Verify EACH Poll Pad deployed on Election Day.		○	○	○

Powering Off in Guided Access: When Poll Pads are in Guided Access, turn off Poll Pad by holding down the **Home** and **Power** buttons at the same time. The screen will turn black, and then the Apple icon will appear. **When the Apple icon DISAPPEARS**, release the Home and Power buttons. Verify the Poll Pad is off.

TO BE COMPLETED PRIOR TO DEPLOYMENT

GENERAL BREAKDOWN

POLL PAD NUMBER   DATE

ITEM	DESCRIPTION	JURISDICTION
		NO · N/A · YES
Hardware Included:		
Apple iPad (Poll Pad)		○ ○ ○
Lightning to USB Cable & USB Power Adapter		○ ○ ○
Poll Pad Stand Arm		○ ○ ○
Poll Pad Base		○ ○ ○
Stylus Pen (2)		○ ○ ○
Cleaning Cloth		○ ○ ○
Upgrade Options:		
Printer, Power Cord & Adapter	*[confirm printer has a full roll of paper and is powered off]*	○ ○ ○
ID Tray		○ ○ ○
Encoder		○ ○ ○
Magstripe Reader		○ ○ ○
MiFi Unit	*[confirm MiFi Unit battery is fully charged]*	○ ○ ○
Suggested Supplies:		
Printer Paper Rolls (if applicable)		○ ○ ○
Surge Protector		○ ○ ○
Extension Cord		○ ○ ○
Duct Tape		○ ○ ○
Security Seals		○ ○ ○

VARIANCES

_____

_____

_____

COUNTY _____   _____   _____

SIGNATURE   SIGNATURE *(if applicable)*   DATE

CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!

Project Information	
Client	State of Utah
Vendor	KNOWiNK
Project Name	Salt Lake County
Date Awarded	
Award Cost	$500,000.00
Duration [Total days]	60
Initial Start Date:	4/29/2019
Initial Completion Date:	6/28/2019

Week #	Date
1	1/0/1900
0	#N/A
0	#N/A

Week #	Date
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Recent Project Weekly Updates
Notes
0
#N/A
#N/A

Project Weekly Update History Log
Notes

Project Status	
Initial Allocated Budget ($)	$500,000.00
Current Allocated Budget ($)	**$500,000.00**
Initial Project Completion	6/28/2019
Current Project Completion	

Milestone Schedule					
#	Activity	% Complete	Initial Schedule	Actual Schedule	Risk Sr.#
1	Contract Signed				
	Project Management				
2	Introductions and Kick Off				
	Project Charter				
	Project Plan				
	Requirements				
3	Network				
4	Functional				
5	Customization Review				
	Requirements Signoff				
	Development				
	Design				
	Build				
	Migrate				
	Testing				
6	User Testing				
	Testing Signoff				
	Hardware Configuration				
	Create ePulse Client				
	Load Data				
	Configure ePulse Client				
	Create MDM				
7	Ship Equpment				
8	Confirm Delivery				
12	Acceptance Testing				
	Doucmentation				
	Update Documentation (if required)				
	Training				
	Coordincate Training				
	Train the Trainer				
	Poll Worker Training				
9	Pre Election Go Live				
10					
11	Election Day Go Live				
13	Hardware Preparation				
14	Data Migration				
15	Election Creation				
16	L&A Testing				
17	Pre Deployment Checklist				
18	Election Day final sync and verification				
19	Reporting and Auditing				
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Do not use the CUT/PASTE/DELETE CELL feature!!!

Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution Date	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
0										
1										
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Sr. #	Date Entered	Foreseen Risk	Risk Items	Plan to Minimize Risk	Planned Resolution Date	Actual Date Resolved	Impact to Critical Path	Impact to Cost	Entity Responsible	Risk Rating (1-10; 1=low, 10=high)
1										

1		Poorly defined requirements during gap analysis	Closely coordinate with customers
2		Scope creep	Implement change management
3		Not properly trained leading to confusion in the polling location	formalized Training materials and procedures
4		Supply Chain Issues	COTS Equipment
5			
6			
7			

Re evauate timeline			
Prioritize changes			

No	Criteria	Unit	Metric
1	Service Calls (normal business hours)	minutes	1
2	Software availablity on election day	percent	99
3	Voter check in time	seconds	30-45
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Client Action Item Description	Action Item Due Date

Effort Reqd by Client	Notes

Weekly Risk Report

Project Title: Salt Lake County   # of Risk Pending   0
Vendor Name: KNOWiNK   Pending Risk Status   0.00

Budget	
Initial Allocated Budget	$500,000.00
Current Estimated Budget	**$500,000.00**
$ Over Budget	**$0.00**
$ Due to Client	$0.00
$ Due to Vendor	$0.00
$ Due to Unforeseen	$0.00
$ Due to Other	$0.00
% Over Budget	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Schedule	
Initial Start Date	4/29/19
Initial Completion Date	6/28/19
Current Completion Date	**6/28/19**
Days Delayed	**0**
Days to Client	0
Days to Vendor	0
Days to Unforeseen	0
Days to Other	0
% Over Schedule	**0.00%**
% Due to Client	0.00%
% Due to Vendor	0.00%
% Due to Unforeseen	0.00%
% Due to Other	0.00%

Vendor Foreseen Risk	
$ Over Budget Foreseen	$0.00
% Over Budget Foreseen	#DIV/0!
Days Delayed Foreseen	0
% Over Schedule Foreseen	#DIV/0!

9:00 AM – 9:15 AM	**10:50 AM – 11:10 AM**
KNOWiNK introduction	Proposed Statement of Work
9:15 AM – 10:30 AM	**11:10 AM – 11:30 AM**
Detailed Poll Pad demo	Review Draft WRR
10:30 AM – 10:40 AM	**11:30 AM – 11:45 AM**
Break	Address additional questions
10:40 AM – 10:50 AM	**11:45 AM – 12:00 PM**
Customer service, support and user training	Next steps and conclude

Where in the world is **Poll Pad**
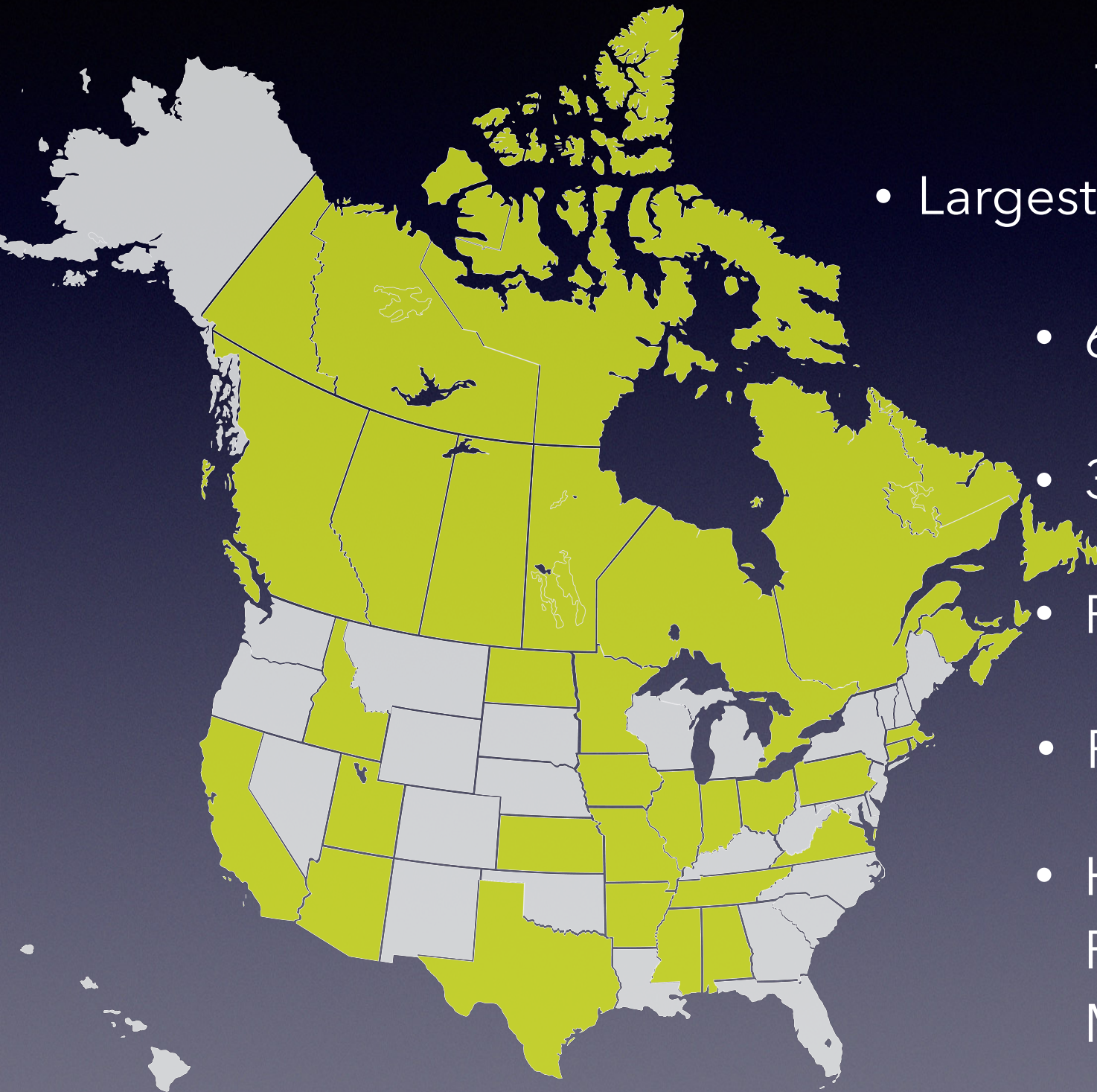
- Largest Poll Book Vendor in North America

- 650 Jurisdictions Served

- 35,000 Units Deployed in US

- Processed 10 million Voters in NOV

- Projects in Canada & Australia

- Hennepin County, St. Louis County, Franklin County, Marion County, Montgomery County, Fairfax County …

St. Louis, Missouri

Minneapolis, MN

Washington, D.C

State of Rhode Island

Boston, Mass

Indianapolis, IN

Richmond, Virginia

Columbus, Ohio

Elections Canada
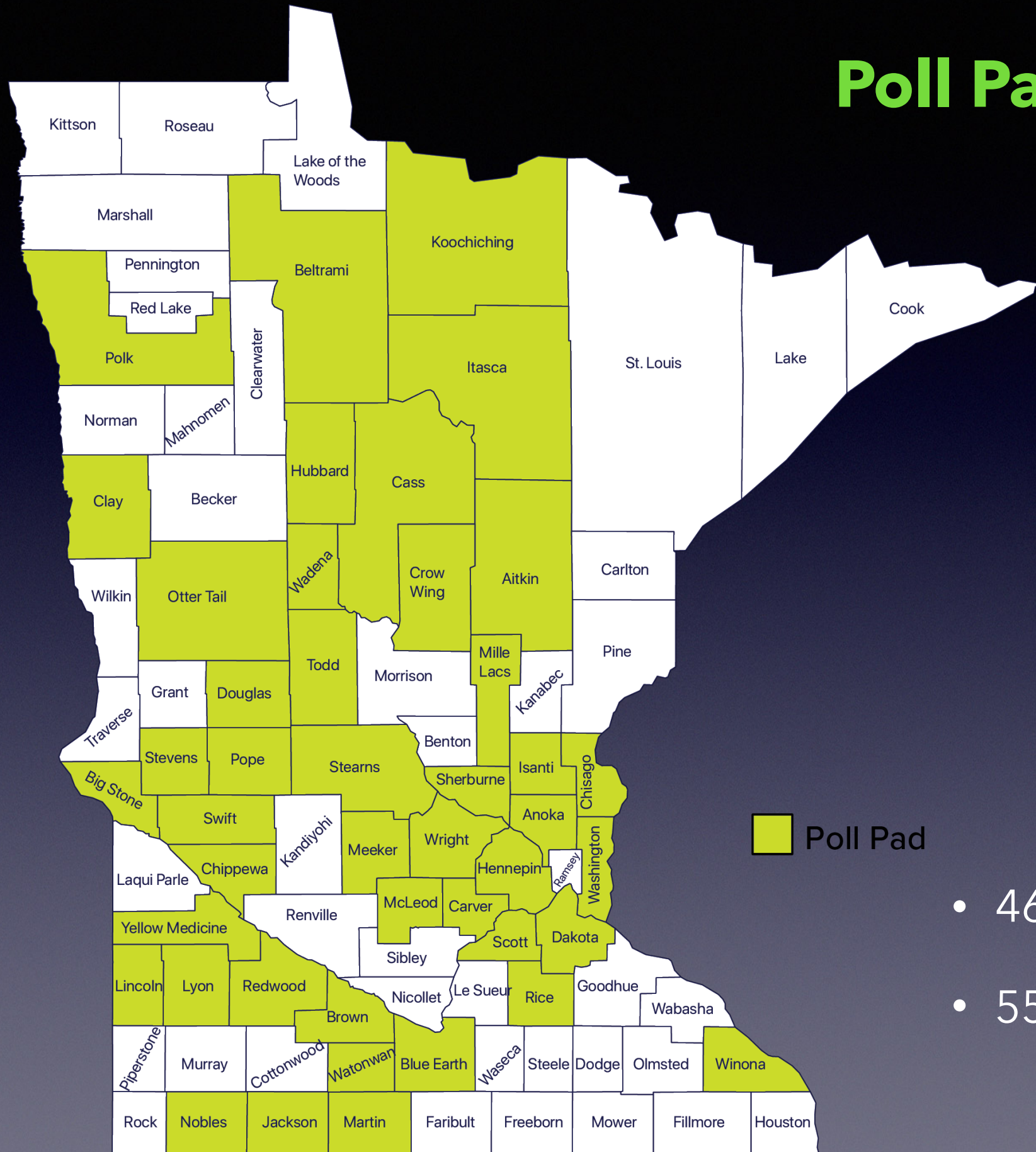
Your Team

- Provide best Practices

- Assess your infrastructure

- Mentor your team

- Provide immediate feedback

- Plan implementation milestones & next steps
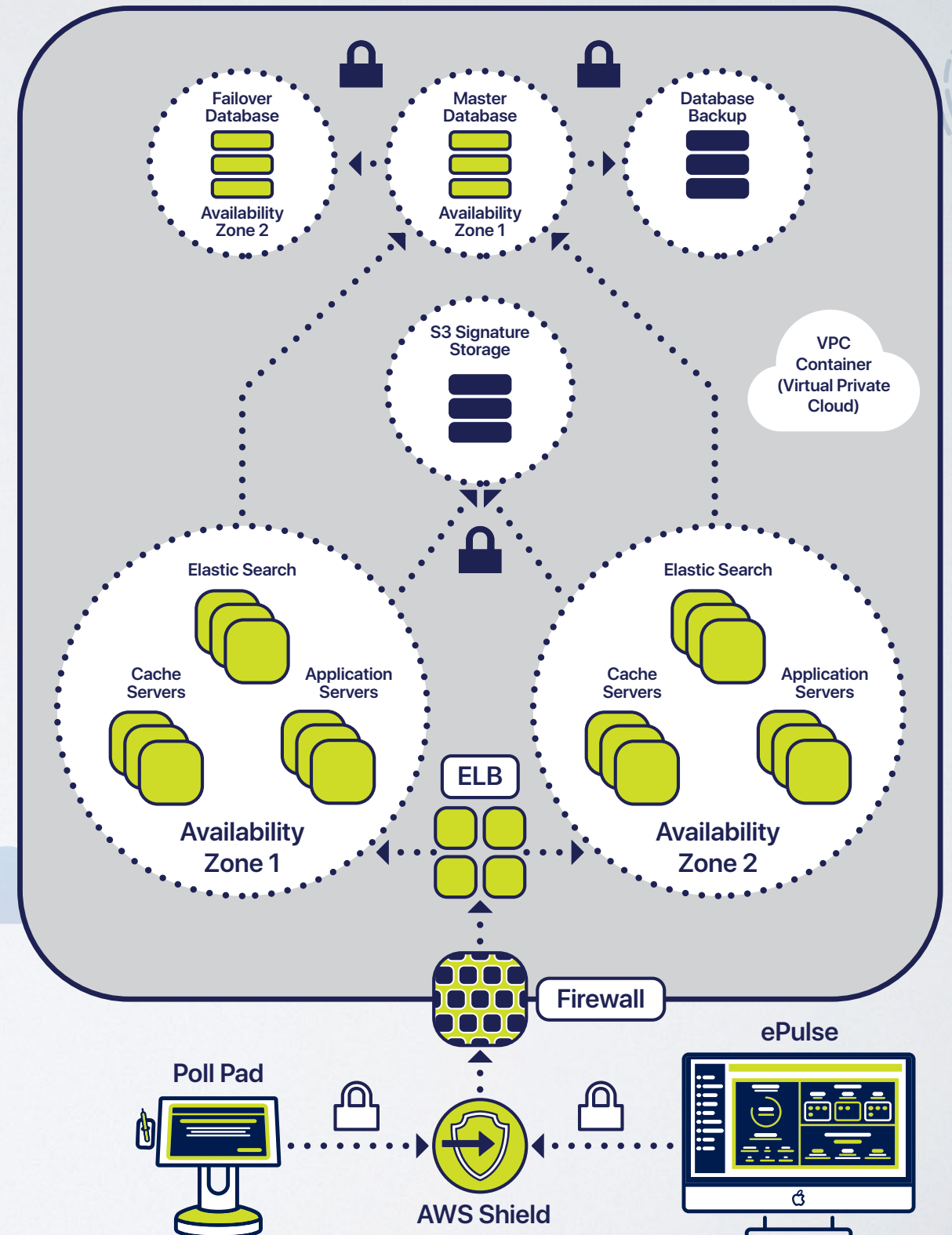
Support Hours by Election Period

E stands for election, i.e. E-36 means 36 days before election, E+1 means one day after election, etc.

E-36 to E-12
Pre-Election
7 days a week
7AM to 7PM

E-1 to E+1
Around the Clock Support
24 hours a day

E-11 to E-2
Early Voting / Vote Centers Open
7 days a week
7AM to 10PM

E+2 to E+30
7 days a week
7AM to 7PM

Service Level Agreements

KNOWiNK's three-tier support system is in place for general calls and inquiries, including escalation to tier three where resolution is not immediately achieved.

KNOWiNK uses the Zen Desk system to record all incoming service requests as well as log all communications between KNOWiNK support and County staff. KNOWiNK ensures its customer support will be responsive, efficient and timely. Zen Desk tracks KNOWiNK client support's response and resolution times.
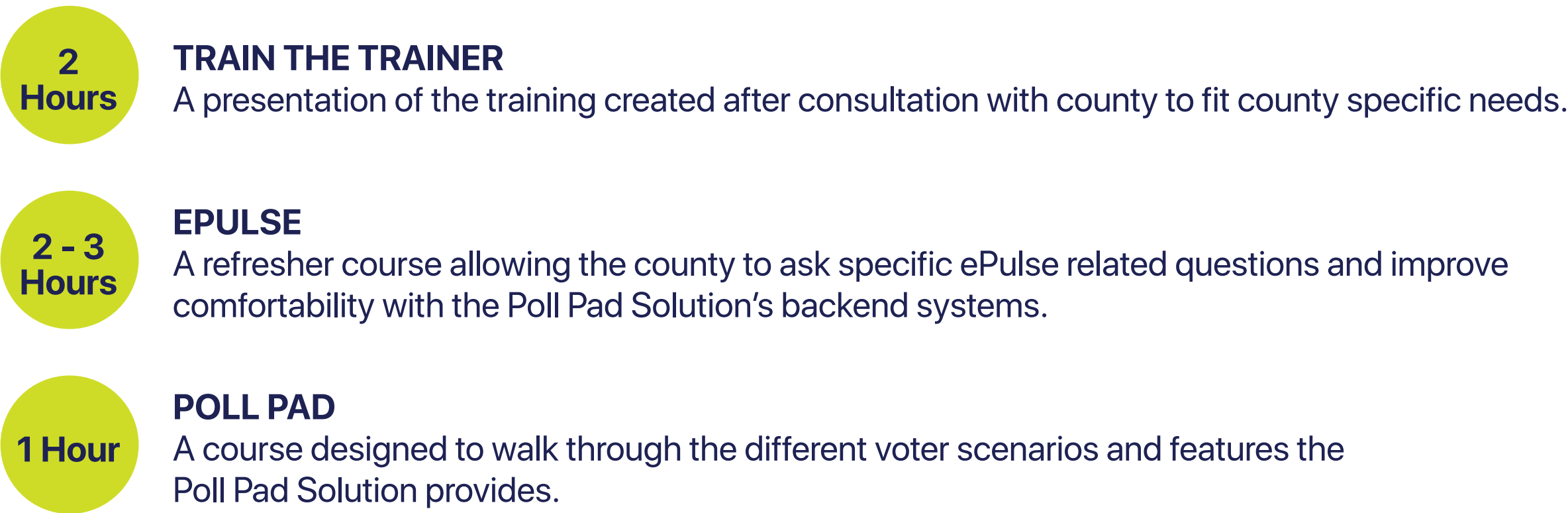
- Full-time year-round customer support from 7am CT - 7PM CT with extended hours leading up to, during and after an election.

- Hardware maintenance and warranty as required by the County.

- Definition of functionality requirements to guide future upgrades and development.

- Pre and Post Election On-Site commitments as agreed upon by the County.

- Statement of work timelines related to installation and Pre/Post Election support requirements.

- Detailed issue and issue resolution tracking and formalized review process.

- Continuing training and documentation requirements and timelines as agreed upon by the County.

CORE PROJECT TEAM TRAINING

New Client Training 1 Day | 8 hours:

8AM - 10AM — **SESSION 1** ePulse and Election building

10AM - 12PM — **SESSION 2** Train the Trainer

12PM - 1PM — **BREAK**

1PM - 2PM — **CONSULTATION** on Train the Trainer

2PM - 4PM — **SESSION 3** Post election Poll Pad and ePulse

Webinars Will be Provided Upon Request of the County:

2 Hours — **TRAIN THE TRAINER** A presentation of the training created after consultation with county to fit county specific needs.

2 - 3 Hours — **EPULSE** A refresher course allowing the county to ask specific ePulse related questions and improve comfortability with the Poll Pad Solution's backend systems.

1 Hour — **POLL PAD** A course designed to walk through the different voter scenarios and features the Poll Pad Solution provides.

END USER TRAINING

POLLWORKER TRAINING | 1 Day / 1.5-2 hours per class / Maximum of 3 Classes Per Day
Number of days based on request of County

TECHNOLOGY PERSONNEL TRAINING

2 Hours
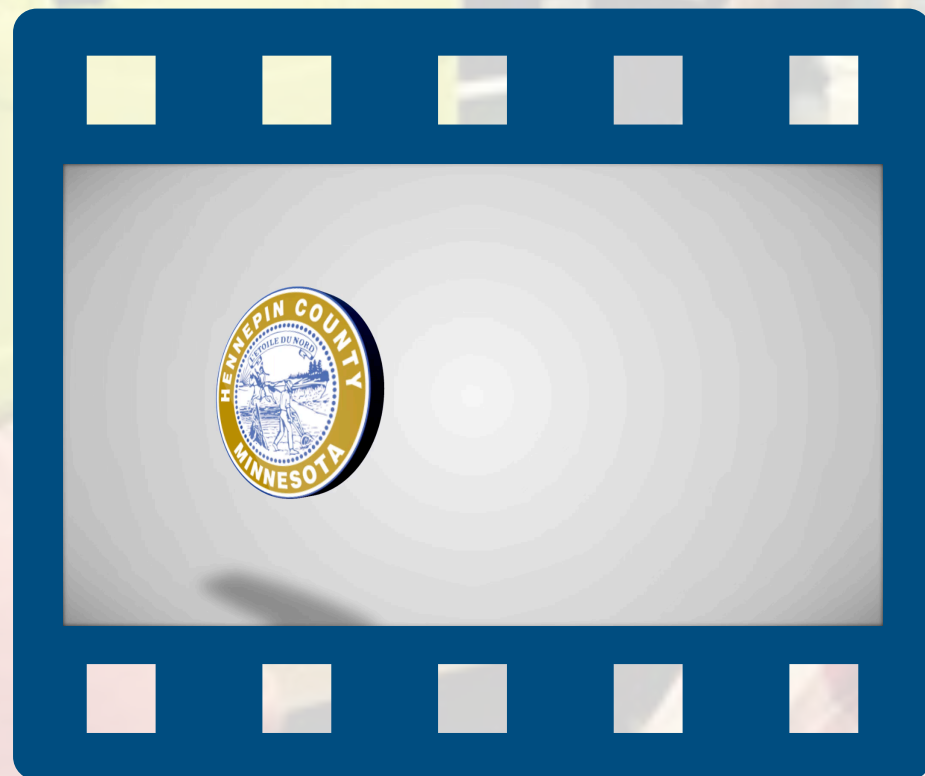
Network Engineer Consultation Conference Call
To be conducted after receipt of units and prior to new client training.

1.5 Hours

Meraki MDM Training Webinar
If County is managing their own MDM.

- Training Presentation (provided to all jurisdictions)
- Customized Instructional Video
- Training IDs and Barcodes
- Get Started Guide (print & digital)
- YouTube Video Tutorials & Refreshers
- Built in Help Desk / Training Mode
- WebEx Trainings
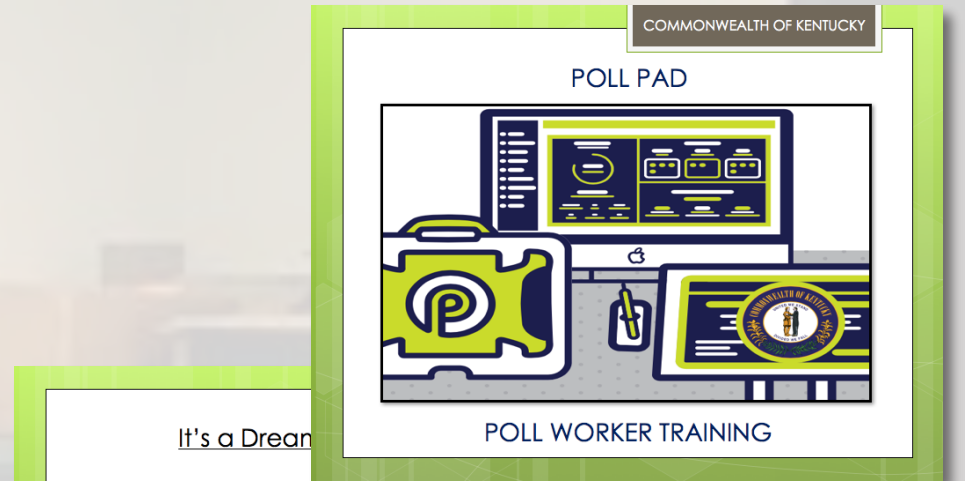
PROJECT SCHEDULE

Contract Signed[*+]

PROJECT MANAGEMENT

Intros / Kickoff Meeting[*+]

Project Charter[*]

Project Plan[*]

REQUIREMENTS

Network[*]

Functional[*]

Customization Review[*+]

Requirements Signoff[*]

DEVELOPMENT

Design[*]

Build[*]

Migrate App Changes[*]

TESTING

User Testing[+]

Testing Signoff[+]

HARDWARE CONFIGURATION

Create ePulse Client[*]

Load Data[*]

Configure ePulse Client[*]

Create MDM[*]

Ship Equipment[*]

Confirm Delivery[*+]

Acceptance Testing

DOCUMENTATION

Update Documentation (if required)[*]

TRAINING

Coordinate Training[*+]

Train the Trainer[*+]

Poll Worker Training[*+]

Go Live

Hardware Preparation

Data Migration

Election Creation

L&A Testing

Pre-Deployment Checklist

Election Day

Final Sync & Verification

Reporting/Auditing

— 1 day

* KNOWiNK Resource

+ Client Resource

THANK YOU

ELECTION PREP
LOGIC & ACCURACY CHECK LIST

POLL PAD®
Powered By **knowINK**
Innovative Election Solutions

TO BE COMPLETED PRIOR TO DEPLOYMENT

POLL PAD NUMBER _____   DATE _____

GENERAL SET UP

ITEM	DESCRIPTION	JURISDICTION NO	N/A	YES
Confirm Correct Time	[Displays on top center of screen]	◯	◯	◯
Confirm Correct Application Version Number	[Launch app > menu > displays on top center of screen]	◯	◯	◯
Confirm iOS Version is 11.0 or higher	[Menu > displays on top center of the screen]	◯	◯	◯
Exit Training Mode *(if applicable)*	[menu > tools & settings > pre election > training > toggle OFF]	◯	◯	◯
Import Voter File	[menu > tools & settings > pre election > import voter file > import new election voter file > yes > confirm record count > OK > menu > home]	◯	◯	◯
Import Help File *(if applicable)*	[menu > tools & settings > tools > extra files downloader > download help files > ok > OK > menu > home]	◯	◯	◯
Confirm Correct Election, Polling Location, and Election Date are displayed	[center of home screen]	◯	◯	◯
Confirm Correct Number of Precinct Records, Countywide Records, and Correct Configuration	[top center of home screen]	◯	◯	◯
Confirm Check-in Count is zero (0)	[top center of home screen]	◯	◯	◯
Confirm Cloud Icon is GREEN *(if server sync enabled)*	[Top right of screen]	◯	◯	◯
Confirm Printer is correctly identified and paired with corresponding Poll Pad *(if applicable)*	[printer icon is GREEN > tap icon > print test receipt] [tap anywhere on screen to close window]	◯	◯	◯
Confirm Encoder is Paired *(if applicable)*	[top right of screen > encoder icon will turn green when inserted in Poll Pad]	◯	◯	◯
Confirm Peer-to-Peer Devices are Communicating	[top right of screen]	◯	◯	◯
Confirm iPad Battery is 90% or Greater	[top right of screen]	◯	◯	◯
Confirm Poll Pad is Able to Access Camera	[get started > advanced search > scan barcode > image of table displays on screen]	◯	◯	◯
Return Poll Pad to Application Home Screen	[menu > home]	◯	◯	◯
Enable Guided Access *(if desired)*	[press home button 3x]	◯	◯	◯
Power Off Printer	[press power button on the left side of printer]	◯	◯	◯
Power Off iPad**	[verify Poll Pad is off by pressing Home button. Screen should stay off]	◯	◯	◯
Confirm Poll Pad, Printer, and Case identifications all match and verify case identification matches assigned polling location on Poll Pad home screen. Verify EACH Poll Pad deployed on Election Day.		◯	◯	◯

Powering Off in Guided Access: When Poll Pads are in Guided Access, turn off Poll Pad by holding down the **Home and **Power** buttons at the same time. The screen will turn black, and then the Apple icon will appear. **When the Apple icon DISAPPEARS**, release the Home and Power buttons. Verify the Poll Pad is off.

TO BE COMPLETED PRIOR TO DEPLOYMENT

POLL PAD NUMBER   DATE

GENERAL BREAKDOWN

ITEM	DESCRIPTION	JURISDICTION		
		NO	N/A	YES
Hardware Included:				
Apple iPad (Poll Pad)		○	○	○
Lightning to USB Cable & USB Power Adapter		○	○	○
Poll Pad Stand Arm		○	○	○
Poll Pad Base		○	○	○
Stylus Pen (2)		○	○	○
Cleaning Cloth		○	○	○
Upgrade Options:				
Printer, Power Cord & Adapter	*[confirm printer has a full roll of paper and is powered off]*	○	○	○
ID Tray		○	○	○
Encoder		○	○	○
Magstripe Reader		○	○	○
MiFi Unit	*[confirm MiFi Unit battery is fully charged]*	○	○	○
Suggested Supplies:				
Printer Paper Rolls (if applicable)		○	○	○
Surge Protector		○	○	○
Extension Cord		○	○	○
Duct Tape		○	○	○
Security Seals		○	○	○

VARIANCES

_____

_____

_____

COUNTY _____   _____   _____
SIGNATURE   SIGNATURE *(if applicable)*   DATE

CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!   CHECK YOUR WORK!