



VERITY MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as of _____, 201__ ("the **Effective Date**") by and between Harp Enterprises Inc., a Kentucky corporation ("**Harp**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Harp certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." The foregoing may be referred to together as the "**Verity system**."

Harp agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Harp's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Harp. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Blount County Election Commission

Blount County Election Commission
383 Court Street
Maryville, TN 37804

865-273-5920
865-273-5927

Harp

Harp Enterprises, Inc.
2400 Merchant Street
Lexington, KY 40511
Attn.: Robert P. Gantley, President
800-432-9282
859-233-9457

bgantley@harpky.com

Executed By: _____

Name: Approved as to form, Craig Garrett
Title: Attorney of Blount County TN

Robert P. Gantley
President

A handwritten signature in blue ink, appearing to read "Robert P. Gantley", written over a horizontal line.

Executed By: _____

Purchasing Agent Blount County Government

This Agreement is not effective until executed by both parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Harp. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) part number and/or vendor part number, if applicable; (iv) current unit price as provided by Harp, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Harp. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Harp approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Harp will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Harp quotation. Failure to provide such written acceptance shall be deemed Harp's rejection of the order. Harp reserves the right to accept or reject any order initiated by Customer in Harp's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Harp in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing, sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Harp may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Harp, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Harp's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Harp's current technician's rate per hour (\$38.50/hour) for any technical work required as a result of other than Harp-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Harp and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Harp 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 Harp is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Harp, therefore.

3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Harp's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Hardware/Software/Licensing Fees.** The fees for the Hardware Licensing are due January 1 and annually thereafter before expiration thereof. Software and Support Fees shall be due on July 1 and annually thereafter before expiration thereof. If Customer fails to timely pay any or all fees, Harp has the discretion to automatically terminate said services.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.
- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Harp at its principal office in Lexington, Kentucky, as set forth on the signature page. Harp reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Harp in writing of any change to Customer's name, address, or billing information.

- 3.5. **Late Fees.** Harp may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Harp in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Harp shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Harp of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. **HARDWARE SPECIFIC TERMS**

- 4.1. **Delivery.** Harp will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Harp quotations are approximate only and Harp will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Harp, at its sole option and convenience, may deliver such products to storage at any suitable location including Harp's facilities. All costs incurred by Harp for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Harp in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Harp within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty stated below.
- 4.3. **Installation.** A Harp representative(s) may install the Hardware Products at the Customer's site on a mutually agreed upon date during Harp's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1
- 4.4. **Title and Transportation.** Harp reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Harp but in no event will the carrier be deemed the agent of Harp.
- 4.5. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Harp, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Harp. Harp may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Harp of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. **SOFTWARE SPECIFIC TERMS**

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Harp grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Proprietary Software (which includes Firmware, meaning the Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Harp 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 data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Harp in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Proprietary Software contains embedded third-party software, third party licenses may apply.
- 5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Harp, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct,

and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Harp's remedies, shall pay the reasonable fees for the audit. Any and all elections that are archived on the computer systems and voting systems shall be maintained.

5.3. **Restrictions**

- 5.3.1. The Hardware and Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third-Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Harp: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use the manufacturer's branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software.
- 5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Harp.
- 5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of the manufacturer's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Harp of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 5.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Harp and any third-party licensor will not be liable for any claims or damages arising from such use.

6. **DOCUMENTATION**

Harp will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. **PROPRIETARY RIGHTS**

- 7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, 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, bug fixes, updates, trade secrets and material are the property of Harp 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. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Harp with respect to the Products, are the sole and absolute property of Harp and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Harp. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Harp user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Harp personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Proprietary Software will be the exclusive property of Harp.

- 7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Harp's property and are hereby assigned to Harp. Harp is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

8. WARRANTY AND EXTENDED WARRANTY

- 8.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.
- 8.2. **Harp Hardware Limited Warranty.** Harp warrants that during the warranty period, the Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hardware applicable at the time of the installation of the Hardware. The warranty period for new Hardware is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Harp will, at Harp's sole discretion, replace or repair any Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Harp in writing within the warranty period. Harp may elect to conduct any repairs at Customer's site, Harp's facility, or any other location specified by Harp. Any replacement Hardware provided to Customer under this warranty may be new or reconditioned. Harp may use new and reconditioned parts in performing warranty repairs and building replacement products. If Harp repairs or replaces Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hardware. Harp owns all replaced Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system. This warranty does not cover any Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service.
- 8.3. **Exclusions from Warranty.** The warranties under this Section do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Harp; (d) use of equipment or software not supplied or authorized by Harp; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Harp's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Harp; or (m) Force Majeure. In any case where Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Harp election management system, early voting validation system, non-Harp election systems, absentee envelope management systems, or other like systems, Harp will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.
- 9.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

10. CUSTOMER RESPONSIBILITIES

- 10.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements
- 10.2. **Cooperation.** Customer agrees to cooperate with Harp and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Harp personnel near the applicable Hardware; (b) provide Harp full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Harp's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Harp's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Harp's questions; and (h) otherwise cooperate with Harp in its performance under this Agreement.

- 10.3. **Site Preparation**. Customer shall prepare and maintain the installation site in accordance with instructions provided by Harp. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Harp's specifications. Any delays in preparation of the installation site will correspondingly extend Harp's delivery and installation deadlines.
- 10.4. **Site Maintenance; Proper Storage**. Customer shall maintain the appropriate operating environment, in accordance with Harp's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 10.5. **Use**. Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.
- 10.6. **Backups**. Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Harp is not liable for data loss.

11. CONFIDENTIALITY

- 11.1. **Definition**. "Confidential Information" means any information related to Harp's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 11.2. **Non-Use and Non-Disclosure**. Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware 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 shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Harp or its suppliers and licensors.
- 11.3. **Return of Confidential Information**. 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 Harp all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Harp or destroy at Harp's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Harp of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 11.4. **Customer Employees, Agents and Contractors**. Customer will inform its employees and other agents and contractors of their obligations under this Section and shall be fully responsible for any breach thereof by such personnel.

12. GENERAL PROVISIONS

- 12.1. **Entire Agreement**. This Agreement and the Schedules, Attachments, and Exhibits hereto (including Harp-provided quotations signed by Customer and accepted by Harp) are the entire agreement between the parties with respect to the subject matter contemplated herein and supersede all prior negotiations and oral agreements with respect thereto. Harp makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

- 12.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 12.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.
- 12.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.
- 12.5. **Force Majeure.** "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.
- 12.6. **Compliance with Laws.** Customer and Harp shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 12.7. **Assignment.** Harp may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Harp makes an assignment of this Agreement. Customer shall not assign this Agreement, or any licenses granted hereunder without the express written consent of Harp, such consent not to be unreasonably withheld.
- 12.8. **Independent Contractors.** 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. Harp'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 Harp employment.
- 12.9. **Notices.** 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 and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or 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 the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 12.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names.
- 12.11. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
- 12.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Harp for which monetary damages alone would not be an adequate remedy, and therefore Harp shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.13. **Government Use**. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited.



Blount County

Verity DRE Proposal

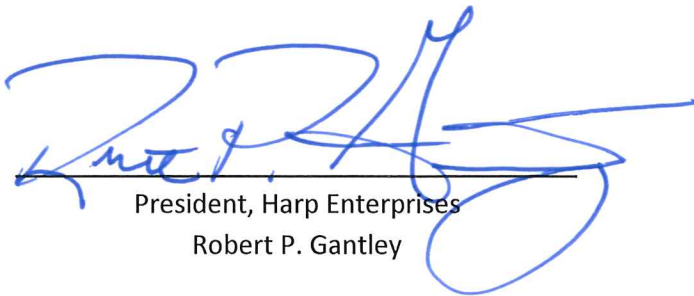
Item description	Quantity	Price	Total
Verity Controller	42	\$ 4,650.00	\$ 195,300.00
Verity Touch	140	\$ 4,650.00	\$ 651,000.00
Verity Touch w/Access	40	\$ 5,250.00	\$ 210,000.00
Verity Scan	1	\$ 6,100.00	\$ 6,100.00
Verity Print	1	\$ 5,875.00	\$ 5,875.00
Tabulation Computer	1	\$ 5,900.00	\$ 5,900.00
Report Printer	1	\$ 325.00	\$ 325.00
Battery Charger (6-Bay)	1	\$ 540.00	\$ 540.00
Battery Pack (Spares)	2	\$ 102.00	\$ 204.00
Verity Drives	91	\$ 66.00	\$ 6,006.00
Verity Key	4	\$ 109.00	\$ 436.00
Auto Ballot Kit	36	\$ 419.00	\$ 15,084.00
Shipping	1	\$ 5,000.00	\$ 5,000.00

Total Amount: \$ 1,101,770.00

Hart Voting System Trade-in: \$ (32,400.00)

Total Adjusted Amount: \$ 1,069,370.00

Purchasing Agent Blount County Government



President, Harp Enterprises
Robert P. Gantley



Blount County

**Verity DRE Annual
Fees Proposal**

Item Description		Total
Hardware Licensing Fees	\$	12,934.00
Software Programming	\$	10,350.00
Support Fees	\$	1,380.00

Total Annual Amount:

\$24,664.00

The fees include the programming and layout costs of all of your regularly scheduled elections. The costs not included in these fees are as follows: special elections, unscheduled elections, elections that have to be redone after finalization, on-site election day support (if desired), supplies (paper rolls, seals, printed materials, etc.), newspaper and military ballots, and the cost of machine repairs.

Purchasing Agent Blount County
Government



President, Harp Enterprises Robert P.
Gantley



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 ____, 20__ between Blount County Election Commission ("Customer"), and KNOWiNK, LLC ("KNOWiNK").

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("EPBs") system know 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;

WHEREAS, Harp Enterprises, Inc. ("**Service Provider**") will perform certain support Services (as indicated below or in an exhibit) under this Agreement;

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 quotes signed by both parties ("**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. Neither custom data manipulation nor custom software work is included as a part of software or professional services, unless specified in the applicable Quote provided in **Exhibit B** or a future separate Quote.

- 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 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, the Service Provider will provide Customer with tier-one phone support. KNOWiNK will provide all other Services, including implementation, any technical support other than tier-one phone 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 dates that are not Election Day events, KNOWiNK will require Service Provider to physically or remotely answer or respond to a service call request within eight (8) hours. On dates that are Election Day events, Service Provider's help desk will be available for calls one hour prior to polls opening to 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 one year, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer in writing at least 30 days prior to the end of the then-current term, the Term will renew annually upon payment of the annual License & Support Fee ("**Annual Fee**") for one-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, and 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 Service Provider 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. All prices are exclusive of 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**. Service Provider may increase the Annual Fee for a renewal term by including the new Annual Fee amount in the applicable invoice.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote, or if not specified, at KNOWiNK's then-current hourly rates. 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 Service Provider and 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 Service Provider or KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Service Provider or KNOWiNK therefore.

6. ORDERS:

- 6.1. 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. Service Provider will invoice Customer for all software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Hardware may be billed separately by KNOWiNK or Service Provider. 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. The Annual Fee for the initial term is due upon execution of this Agreement and annually thereafter before expiration of the then current term. If Customer fails to timely pay an Annual Fee, Service Provider and/or KNOWiNK may immediately terminate all Software licenses and support and maintenance Services. Service Provider will submit invoices for Annual Fees approximately 90 days prior to the expiration of the then current term.
- 7.4. Amounts for all other Services shall be billed monthly, unless otherwise indicated in the applicable Quote. Payment will be due within 30 days of the applicable invoice.

- 7.5. Service Provider may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Service Provider in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Service Provider shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 7.6. 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 or Service Provider 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 or Service Provider'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, (b) 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, Service Provider 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 (or Service Provider, as applicable) 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 OR SERVICE PROVIDER, 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 OR SERVICE PROVIDER 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 AND SERVICE PROVIDER HAVE NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK or Service Provider 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 or Service Provider, 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. Neither KNOWiNK nor the Service Provider will 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 or Service Provider creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

- 10.5. IN NO EVENT SHALL KNOWiNK OR SERVICE PROVIDER 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 AND SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

11. CONFLICTS:

- 11.1. 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:

- 12.1. Neither KNOWiNK nor Service Provider shall 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 or the Service Provider.

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 and Service Provider 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 Service Provider employment.
- 13.2. Service Provider is an intended third-party beneficiary of this Agreement with the right to enforce this Agreement.

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 12, 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 the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, 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 to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (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 (Blount County TN):

Signature: _____
Print Name: Approved as to form, Craig Garrett
Title: Attorney of Blount County, TN
Date: _____

Signature: _____
Print Name: _____
Title: Purchasing Agent, Blount County Government
Date: _____

KNOWiNK LLC:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Harp Enterprises Inc:

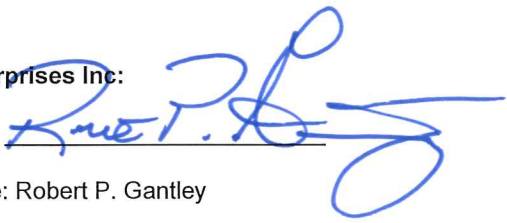
Signature: 
Print Name: Robert P. Gantley
Title: President, Harp Enterprises
Date: _____

Exhibit A**General Information**

Customer Jurisdiction Name:	Blount County TN Election Commission
Licensed Location (City/State):	Maryville, TN
Customer Contact(s):	Susan Knopf
Billing Address:	Blount County Election Commission 383 Court Street
City / State / ZIP:	Maryville, TN 37804
Shipping Address (if different):	383 Court Street
City / State / ZIP:	Maryville TN 37804
Contact Telephone:	865-273-5920
Alternate Telephone:	
Fax:	865-273-5927
Email:	elections@bounttn.org
Service Provider Name:	Harp Enterprises, Inc.
Service Provider Contact Information:	2400 Merchant St. Lexington, KY 40511 800-432-9282 (phone) 859-233-9457 (facsimile)
Service Provider Customer Support Contact Information and Hours (for tier-1 support):	Support Center: 1-800-432-9282 Hours of Operation: 8AM-5PM, M-F After Hours: Leave a voicemail with contact information for return call

Exhibit B (Quote)

Harp ENTERPRISES, INC.

ELECTION SERVICES

Blount County

Poll Pad Proposal

Item description	Description	Qty.	Price	Total
Poll Pad Software	Poll Pad Software	100	\$ 620.00	\$ 62,000.00
Star Micronics TSP654II Direct Thermal Printer	Thermal Printer for Poll Pad	100	\$ 325.00	\$ 32,500.00
Poll Pad Stylus	Poll Pad Stylus	200	\$ 2.50	\$ 500.00
Poll Pad Stand	Poll Pad Stand	100	\$ 50.00	\$ 5,000.00
Poll Pad Custom Carrying Case	For Transport and Storage of Poll Pad	100	\$ 125.00	\$ 12,500.00
Star Micronics Receipt Paper (50 rolls)	Thermal printer paper for Poll Pad	4	\$ 125.00	\$ 500.00
Poll Pad Set-up and delivery	Poll Pad kitting, shipping and handling	100	\$ 30.00	\$ 3,000.00
Professional Services Package	1 Day of Poll Pad Training	1	\$ 3,000.00	\$ 3,000.00

Additional Products Not Invoiced by Harp

Item	Description	Qty.	Price	Total
iPad 32GB	Tablets to be purchased from KNOWiNK	100	\$ 310.00	\$ 31,000.00

Total Amount: \$ 150,000.00

Poll Pad Annual Recurring Fees

Item	Description	Qty.	Price	Total
Poll Pad Yearly Maintenance	Beginning in 2nd Year	100	\$ 125.00	\$ 12,500.00

Purchasing Agent,
Blount County Government


President, Harp Enterprises
Robert P. Gantley