



knowiNK

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 Comal County, TX ("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;

WHEREAS, Hart InterCivic, 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:

21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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. To the extent allowed by law, particularly the Texas Public Information Act, 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 TEXAS, 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 (Comal County, TX):

Signature Ramona Urbina

Print Name Ramona Urbina

Title: Purchasing Director

Date: July 16, 2018

KNOWINK LLC:

Signature Steven J. Schott

Print Name: STEVEN J. SCHOTT

Title: CFO

Date: 7/18/18

Exhibit A**General Information**

Customer Jurisdiction Name:	Comal County, TX
Licensed Location (City/State):	New Braunfels, TX
Customer Contact(s):	Cynthia Jaqua
Billing Address:	396 N Seguin Ave.
City / State / ZIP:	New Braunfels, TX
Shipping Address (if different):	
City / State / ZIP:	
Contact Telephone:	(830) 221-1352
Alternate Telephone:	
Fax:	
Email:	jaquac@co.comal.tx.us
Service Provider Name:	Hart InterCivic, Inc.
Service Provider Contact Information:	15500 Wells Port Drive Austin, TX 78728 800-223-4278 (phone) 800-831-1485 (facsimile)
Service Provider Customer Support Contact Information and Hours (for tier-1 support):	Support Center: 1-866-275-4278 (1-866-ASK-HART) Hours of Operation: 7AM-7PM Central Time, M-F After Hours: Leave a voicemail with contact information for return call

Exhibit B (Quote)



Quote Number

00003986

Account Name

Comal County, TX

Total Hart Price

\$53,250.00

Item	Description	Unit Price	Quantity	Total Price
Poll Pad Software	Poll Pad software license included at no charge		60	
ePulse Live Connectivity	Software for networking Poll Pads	\$5,000.00	1	\$5,000.00
ePulse Add-on - Advanced Communication	Adds pollworker check-in, 2-way messaging, and live pollworker status to ePulse Live Connectivity	\$5,000.00	1	\$5,000.00
Meraki MR42 Router	Router to expedite loading data to Poll Pads via network; loads up to 150 units simultaneously	\$2,500.00	1	\$2,500.00
Star Micronics TSP654II Direct Thermal Printer	Thermal printer for Poll Pad	\$350.00	60	\$21,000.00
Star Micronics Receipt Paper (50 Rolls)	Thermal printer paper for Poll Pad	\$125.00	2	\$250.00
Poll Pad Stand		\$50.00	60	\$3,000.00
Poll Pad Stylus		\$2.50	120	\$300.00
Custom Carrying Case for Poll Pad and Printer	Case for Poll Pad and printer transport and storage	\$125.00	60	\$7,500.00
Poll Pad Set-up and Delivery (Per Unit)	Poll Pad kitting, shipping, and handling	\$20.00	60	\$1,200.00
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	60	\$7,500.00

Total Hart Price

\$53,250.00

Estimated Annual Recurring Fees (Beginning Year 2)

Item	Description	Unit Price	Quantity	Total Price
License and Support - ePulse Live Connectivity	Annual ePulse Live Connectivity license and support fee	\$1,000.00	1	\$1,000.00
License and Support - Advanced Communication	Annual Advanced Communication license and support fee	\$1,000.00	1	\$1,000.00
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	60	\$7,500.00

Total Annual Poll
Pad Fees

\$9,500.00

Bill To
Comal County Elections Office
178 E Mill St., Suite 101
New Braunfels, TX 78130

Ship To
Comal County Elections Office
396 N. Seguin Avenue
New Braunfels, TX 78130

Customer Contact

Contact Name Cynthia Jaqua
Email jaquac@co.comal.tx.us
Phone (830) 221-1352

General Information

Expiration Date 6/22/2018
Payment Terms Net 30
Instructions Please fax with signature to (512) 252-6921 or scan and email to fliston@hartic.com to order.



Quote Number

00003986

Account Name

Comal County, TX

Total Hart Price

\$53,250.00

Terms and Conditions

The products above are listed on Hart's BuyBoard Contract #542-17.

Webinar training online for Poll Pad is provided at no additional charge.

Subsequent Poll Pad License and Support will be billed annually. Hart reserves the right to change annual License and Support fees with the invoice serving as notice.

Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By

Felice Liston

Title

Director of Sales

Signature

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____

Ship To

1297 Church Hill Dr. # 203
New Braunfels, TX 78130

Bill To

150 N. Seguin Ste. 201
New Braunfels, TX 78130Purchase Order
No. 2018-00181688

DATE 06/26/2018

VENDOR 37 - HART INTERCIVIC

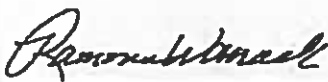
PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Contact

HART INTERCIVIC
DEPT 0453
P.O. BOX 120453
DALLAS, TX 75312-0453DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Janelle Brown

REFERENCE # JMRB BUYBOARD 542-17, EXP 08/31/20

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	COMPUTER, SOFTWARE - POLL PAD SOFTWARE POLL PAD SOFTWARE LICENSE INCLUDED AT NO CHARGE 010.044.5624 - Computer Components & Software 0.00	0.0000	\$0.00
1.0000	Each	COMPUTER, SOFTWARE - EPULSE LIVE CONNECTIVITY SOFTWARE FOR NETWORKING POLL PADS 010.044.5624 - Computer Components & Software 5,000.00	5,000.0000	\$5,000.00
1.0000	Each	COMPUTER, SOFTWARE - EPULSE ADD-ON - ADVANCED ADDS POLLWORKER CHECK-IN, 2-WAY MESSAGING, AND LIVE POLLWORKER STATUS TO EPULSE LIVE CONNECTIVITY 010.044.5624 - Computer Components & Software 5,000.00	5,000.0000	\$5,000.00
1.0000	Each	COMPUTER, SOFTWARE - MERAKI-MR42 ROUTER ROUTER TO EXPEDITE LOADING DATA TO POLL PADS VIA NETWORK, LOADS UP TO 150 UNITS SIMULTANEOUSLY 010.044.5624 - Computer Components & Software 2,500.00	2,500.0000	\$2,500.00
60.0000	Each	COMPUTER, PRINTER - STAR MICRONICS TSP854II DIRECT THERMAL PRINTER FOR POLL PAD 010.044.5624 - Computer Components & Software 21,000.00	350.0000	\$21,000.00
2.0000	Each	PAPER - STAR MICRONICS RECEIPT PAPER (50 ROLLS) THERMAL PRINTER PAPER FOR POLL PAD 010.044.5624 - Computer Components & Software 250.00	125.0000	\$250.00
60.0000	Each	SUPPLIES, ELECTION - POLL PAD STAND 010.044.5624 - Computer Components & Software 3,000.00	50.0000	\$3,000.00
120.0000	Each	SUPPLIES, ELECTION - POLL PAD STYLUS 010.044.5624 - Computer Components & Software 300.00	2.5000	\$300.00
60.0000	Each	SUPPLIES, ELECTION - CUSTOM CARRYING CASE FOR POLL CASE FOR POLL PAD AND PRINTER TRANSPORT AND STORAGE 010.044.5624 - Computer Components & Software 7,500.00	125.0000	\$7,500.00
60.0000	Each	SUPPLIES, ELECTION - POLL PAD SET UP AND DELIVERY (PER UNIT) POLL PAD FITTING, SHIPPING, AND HANDLING 010.044.5624 - Computer Components & Software 1,200.00	20.0000	\$1,200.00
60.0000	Each	SOFTWARE, LICENSE - LICENSE AND SUPPORT - POLL PAD ANNUAL POLL PAD LICENSE AND SUPPORT FEE 010.044.5624 - Computer Components & Software 7,500.00	125.0000	\$7,500.00
1.0000	Each	SHIPPING - SHIP POLL PADS AND POLL PAD HARDWARE TO COMAL COUNTY PURCHASING, 1297 CHURCH HILL DR, NEW BRAUNFELS, TX 78130 010.044.5624 - Computer Components & Software 0.00	0.0000	\$0.00
TOTAL DUE				\$53,250.00


Purchasing Director
Comal County Purchasing Office
1297 Church Hill Dr.
New Braunfels, TX 78130
830-643-3850

Special Instructions

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF COMAL

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss if the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES F.O.B.** Destination Freight Prepaid unless delivery terms are specified otherwise in bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO PLACEMENT OF DEFECTIVE TENDER.** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".
7. **INVOICES & PAYMENTS.**
 - a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Accounts Payable, Comal County Auditor's Office, 150 N. Seguin Street, New Braunfels, Texas 78130. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditing Department advised of any changes in your remittance addresses.
 - b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
 - c. Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate.
8. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller. If it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the County of Comal with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY-PRICE.**
 - a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar, or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION.** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15 herein.
17. **FORCE MAJEURE.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty. The term "reasonable time" as used herein shall be defined as not longer than thirty (30) days. After thirty (30) days the party in question shall be in breach.
18. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **MODIFICATIONS.** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **VENUE.** Both parties agree that venue for any litigation arising from this contract shall lie in New Braunfels, Comal County, Texas.



Quote Number 00007053
 Account Name Comal County, TX
 Total Hart Price \$11,508.75

Item	Description	Unit Price	Quantity	Total Price
Poll Pad Software	Poll Pad software	\$600.00	10	\$6,000.00
Custom Carrying Case for Poll Pad and Printer	Case for Poll Pad and printer transport and storage	\$125.00	10	\$1,250.00
Poll Pad Stand		\$50.00	10	\$500.00
Poll Pad Stylus		\$2.50	20	\$50.00
Star Micronics TSP654II Direct Thermal Printer	Thermal printer for Poll Pad	\$350.00	10	\$3,500.00
Star Micronics Receipt Paper (50 Rolls)	Thermal printer paper for Poll Pad	\$125.00	1	\$125.00
Poll Pad Set-up and Delivery (Per Unit)	Poll Pad kitting, shipping, and handling	\$20.00	10	\$200.00

BuyBoard Discount (\$116.25)
 Total Hart Price \$11,508.75

Additional Products (Not Provided or Invoiced by Hart)

Item	Description	Unit Price	Quantity	Total Price
Apple iPad (32 GB)	Tablet for Poll Pad software; must be purchased from third party (recommended vendor is KNOWINK); item not available via BuyBoard	\$310.00	10	\$3,100.00

Estimated Additional Product Price \$3,100.00
 Estimated 1-Year Price \$14,608.75

Estimated Annual Recurring Fees (Beginning Year 2)

Item	Description	Unit Price	Quantity	Total Price
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	10	\$1,250.00

Total Annual Poll Pad Fees \$1,250.00

Bill To Comal County Elections Office
 150 N Seguin Ave., Suite 201
 New Braunfels, TX 78130

Ship To Attn: Cynthia Jaqua
 Comal County Elections Office
 396 N Seguin Ave
 New Braunfels, TX 78130

Customer Contact

Contact Name Cynthia Jaqua
 Email jaquac@co.comal.tx.us
 Phone (830) 221-1352

General Information

Expiration Date 7/1/2020
 Payment Terms Net 30
 Instructions Please fax with signature to (512) 252-6923 or scan and email to tcervantes@hartic.com to order.

Confidential - Not for Redistribution



Quote Number	00007053
Account Name	Comal County, TX
Total Hart Price	\$11,508.75

Terms and Conditions

The products above are listed on Hart's BuyBoard Contract #542-17. Discount is only valid if purchase is executed via the BuyBoard Purchasing Cooperative.

Webinar training online for Poll Pad is provided at no additional charge.

Subsequent Poll Pad License and Support will be billed annually. Hart reserves the right to change annual License and Support fees with the invoice serving as notice.

Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By	Tony Cervantes	Title	Inside Sales Representative
-------------	----------------	-------	-----------------------------

Signature

A handwritten signature in black ink that reads 'Tony Cervantes'.

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____

'21 JUL 15 AM 10:36
REC'D AUDITOR 011



Hart InterCivic
15500 Wells Port Drive
Austin, TX 78728
Phone: (800) 223-4278
Fax: (800) 831-1485

INVOICE

Invoice Number 084546
Invoice Date 07/15/2021
Customer ID COM00003
Project KILM-000065

Page 1 of 1

BILL TO:	SHIP TO:
Cynthia Jaqua Comal County 150 N Seguin Ave Ste 201 New Braunfels, TX 78130-5122 United States	Comal County 150 N Seguin Ave Ste 201 New Braunfels, TX 78130-5122

TERMS	SALESPERSON	PO NUMBER	CONTRACT NUMBER
Special			

Effective Period: 10/01/2021 -- 09/30/2022

Renewal:

Invoice includes a 4% renewal rate increase and is due on or before beginning term date.

	Units	Price	Amount
Poll Pad - Annual Software License and Support Renewal	1.00	10,275.0000	10,275.00

SENT TO *cg*
JUL 15 2021
FOR APPROVAL

REMITTANCE ADDRESS
HART INTERCIVIC, INC.
Dept 0453
PO BOX 120453
Dallas, TX 75312-0453

BILLING INQUIRIES
HART INTERCIVIC
PO BOX 80649
Austin, TX 78708-0649
800.223.HART * Fax: 800.831.1485
www.hartintercivic.com * hartbilling@hartic.com
TAX ID# 95-3248916

Sales Total 10,275.00
Sales Tax 0.00

ORIGINAL INVOICE

TOTAL \$10,275.00

259252-1