

AMENDMENT NO. 2 TO AGREEMENT NO. A164895

This Amendment No. 2 to Agreement No. A164895 is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Elections ("COUNTY"), and Knowink LLC, 315 Lemay Ferry Road Suite 120, St. Louis, Missouri 63125 ("CONTRACTOR").

WHEREAS, under the Agreement, COUNTY purchased electronic poll book tablets and related hardware ("Purchased Hardware"), software, and services from CONTRACTOR;

WHEREAS, COUNTY wants to conduct a one-year pilot of CONTRACTOR's new poll printers;

The parties agree that Agreement No. A164895, including prior amendments if any, is amended as follows:

1. Section 2, SOFTWARE, HARDWARE, SERVICES, AND INTELLECTUAL PROPERTY, shall be amended to add the following to section 2(A) Software:

"Effective January 1, 2024, "Pilot Software" shall mean all software, applications, utilities and other related code, regardless of whether the aforementioned resides on COUNTY's computers, CONTRACTOR's computers, or other hosted computers, along with all updates that are made available to CONTRACTOR's other similarly situated customers, as further specified in Attachment 1B attached hereto.

As applicable throughout the Agreement, which shall be evidenced by usage and intent, the term "Software" shall include "Pilot Software." Accordingly, the parties also expressly agree that CONTRACTOR's obligation to perform Services (as defined and specified in the Agreement, as amended) shall hereafter include performing Services for Pilot Software (referred to as "support" in Attachment 1B).

Commencing January 1, 2024 and continuing through December 31, 2024, CONTRACTOR grants to COUNTY a license: (i) to download, install, access, and use the Software in connection with COUNTY's business; and (ii) to download, install, access, use, modify, and configure a reasonable number of copies of the Software and/or documentation for redundancy, archival, testing, disaster recovery, and other purposes (may be referred to as the "Pilot Software License"). The Pilot Software License authorizes use by any five (5) concurrent COUNTY employees, contractors, or personnel.

Upon conclusion of the Pilot Software License, COUNTY may, in its sole discretion, elect to extend the Pilot Software License for an additional year. In no event shall a Pilot Software License renew/extend beyond expiration of the term of the Agreement.

Notwithstanding similar provisions in Section 5 of the Agreement, the Pilot Software shall be covered by CONTRACTOR's standard (12) twelve month warranty .”

2. Section 2, SOFTWARE, HARDWARE, SERVICES, AND INTELLECTUAL PROPERTY, shall be amended to add the following to section 2(B) Hardware:

“Effective January 1, 2024, “Pilot Hardware” shall mean poll print printers and related Hardware as further specified in Attachment 1B attached hereto, and including:

- 5 Poll Print Printer
- 5 Poll Print Connection Package
- 5 Curbside Case – Green
- 5 Poll Print Cabinet – Blue
- 5 Toner

As applicable throughout the Agreement, which shall be evidenced by usage and intent, the term “Hardware” shall include “Pilot Hardware”. Accordingly, the parties also expressly agree that CONTRACTOR's obligation to perform Services (as defined and specified in the Agreement, as amended) shall hereafter include performing Services for Pilot Hardware (referred to as “support” in Attachment 1B).

The indicated quantities of Pilot Hardware may be adjusted upon subsequent written agreement of the parties. CONTRACTOR shall provide and transfer all right, title and interest in and to the Pilot Hardware as set forth herein. For clarification and not limitation, the parties acknowledge and agree that upon COUNTY's acceptance of any Pilot Hardware, including any Poll Print Printer(s) (or other Hardware), COUNTY shall own all right, title and interest in and to said Pilot Hardware, regardless of the expiration or termination of this Agreement or the Pilot Software license herein.”

3. Section 2, SOFTWARE, HARDWARE, SERVICES, AND INTELLECTUAL PROPERTY, shall be amended to add a new subsection E. Orders as follows:

E. Orders

COUNTY may, in its sole discretion, elect to license or purchase Software, Hardware, Services, or other CONTRACTOR products, including but not limited to modifying quantities or volume of existing products, by submitting an Order to CONTRACTOR. “Order” means a written document, signed by both parties, prepared in accordance with the provisions herein.

Each Order shall be agreed upon by the parties, shall identify any Software, Hardware, Services, or other product being ordered, and shall specify transaction-specific terms including but not limited to description of the product, quantity, price, payment terms,

scheduling, timeline, and billing/provisioning contact information applicable to the Order.

The terms and conditions of this Agreement will govern all Orders, and any additional or different terms in an Order are deemed void and of no effect unless such additional or different terms are agreed upon by the Parties in writing.

The parties expressly acknowledge and agree that the Hennepin County Chief Information Officer may approve and sign Orders on behalf of COUNTY.”

4. Section 4, PAYMENT TERMS, shall be amended to add the following:

“COUNTY shall pay CONTRACTOR the payment amount for five (5) licensed seats of the year 1 Pilot Software set forth in Attachment 1B. If COUNTY elects to renew the Pilot Software license, COUNTY shall pay CONTRACTOR the payment amounts for Year 2 and/or Year 3, as applicable. If the annual term of a Pilot Software License renewal would have extended beyond expiration of the term of the Agreement, but for the provisions herein, CONTRACTOR shall pro-rate the period of said term.

COUNTY shall pay CONTRACTOR the payment amount for Pilot Hardware set forth in Attachment 1B.”

5. Section 5, WARRANTIES, shall be amended to add the following:

6. “Software and County Data shall be hosted in Amazon Web Service East 1 Region (Virginia). CONTRACTOR shall provide COUNTY sixty (60) day notice prior to changing the foregoing hosting location. Upon such notice, COUNTY may immediately terminate this Agreement and, upon said termination, CONTRACTOR shall refund a pro-rata amount paid by COUNTY within thirty (30) days.”

This Amendment shall be effective upon approval by the authorized Hennepin County official.

Except as herein amended, the terms, conditions and provisions of Agreement No. A164895, including prior amendments if any, shall remain in full force and effect.

COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

Mike Bernard

Mike Bernard

E-signed 2024-03-06 10:44AM CST
Michael.Bernard@hennepin.us
Hennepin County
Assistant Hennepin County Attorney



COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Ryan Marshall

[Ryan Marshall \(Mar 7, 2024 08:31 CST\)](#)

Ryan Marshall

E-signed 2024-03-07 08:31AM CST
Ryan.Marshall@hennepin.us
Hennepin County, Director,
Purchasing and Contract Services



Document Assembled by:

Tina Wong

Tina Wong

E-signed 2024-02-26 01:01PM CST
Tina.Wong@hennepin.us
Hennepin County
Senior Contract Services Analyst



CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Kevin Schott
Kevin Schott (Mar 5, 2024 11:02 CST)

Kevin Schott

E-signed 2024-03-05 11:02AM CST

kevin@knowink.com

KnowInk, LLC

CFO



*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.