

**ADDENDUM TO MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**  
**between**  
**LARAMIE COUNTY and KNOW iNK, LLC**

**THIS ADDENDUM** is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, (“COUNTY”) and KNOW iNK, LLC, 460 N Lindbergh Blvd., St. Louis, MO 63141-7808 (“CONTRACTOR”) (COUNTY and CONTRACTOR are each a “Party” and collectively known as “Parties” herein.) The Parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify a “MASTER Software License and Services AGREEMENT” (9 pages) and “ESTIMATE” (3 pages) (collectively “Agreement”), which are attached hereto and incorporated herein. The Agreement requires Contractor to provide, install, and set up an electronic poll book system (Poll Pad System); to license certain software; and to train designated COUNTY personnel in the use of the system. For purposes of reference and interchangeability: COUNTY is referred to as “Customer” in the Agreement.

**II. TERM**

This Addendum shall become effective on the date last executed by the duly authorized representatives of the Parties and shall remain in force for three years, unless renewed or terminated as set forth in this Addendum or the Agreement.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall comply with the terms of this Addendum and the Agreement, as that Agreement is modified in this Addendum. COUNTY shall pay CONTRACTOR an initial amount of \$210,775.00, which includes (1) \$3,000.00 for the per election data fee and (2) \$207,775.00 for the initial set up, provision of hardware, and first year license fee, as those items are set out and further specified in the ESTIMATE. COUNTY shall pay CONTRACTOR that initial amount upon receipt of the CONTRACTOR’S invoice to the COUNTY. For years two and three, the COUNTY shall pay CONTRACTOR an Annual Licenses and Maintenance Fee of \$22,000.00, upon invoice from CONTRACTOR. The Annual Licenses and Maintenance Fee shall not exceed the amount specified herein unless negotiated by both parties in writing. The County Clerk may authorize additional onsite support charges and other necessary expenses. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

1. CONTRACTOR shall comply with the terms of this Addendum and the Agreement, as modified by this Addendum.

2. CONTRACTOR shall provide for shipping, delivery, installation, and implementation of the Poll Pad System, hardware, and software described in the Agreement.
3. CONTRACTOR shall provide implementation, training, support and the other services set forth in the Agreement.
4. CONTRACTOR shall provide annual software maintenance and support, as set out in the Agreement.
5. CONTRACTOR shall work with COUNTY as necessary to obtain and transfer voter data from and to existing COUNTY systems.
6. CONTRACTOR agrees that, should any changes be made to Wyoming driver's licenses, CONTRACTOR will make necessary changes to the electronic poll book system to accommodate the changes in the driver's licenses.
7. CONTRACTOR agrees that, in the event a Security Incident occurs involving COUNTY voter data, CONTRACTOR shall notify COUNTY immediately, and in no event later than twenty-four (24) hours after the CONTRACTOR becomes aware of any actual or suspected Security Incident. As used herein, a Security Incident means any unauthorized access, use, disclosure, modification, or destruction of COUNTY voter data. If the Security Incident constitutes a Data Breach, CONTRACTOR shall be solely responsible for providing notifications to the affected individuals. The content, method, and form of the notification shall be subject to the prior written approval of COUNTY, which approval shall not be unreasonably withheld or delayed. Such notification shall be made without undue delay and within the timeframes mandated by any applicable law. As used herein, Data Breach means any Security Incident that compromises the security, confidentiality, or integrity of COUNTY voter data.
8. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to this Addendum and the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this Addendum and the Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

## V. MODIFICATIONS OF AGREEMENT

1. In section 3 ("OBLIGATIONS"), paragraph 3.1 is hereby **removed** because the matters discussed in that section are resolved in section 2 of the "RESPONSIBILITIES OF COUNTY" section and of this Addendum.

2. Section 4 (“TERM; TERMINATION”) is hereby modified to include the Termination provision contained in the Article VI Section 2 of this Addendum.
3. Section 7 (“PAYMENT TERMS”) is hereby **removed** because the matters discussed in that section are resolved in the “RESPONSIBILITIES OF COUNTY” and the “RESPONSIBILITIES OF CONTRACTOR” sections of this Addendum.
4. Section 8 (“CONFIDENTIALITY”) is hereby modified to include the following: (1) “COUNTY records are subject to record retention schedules established by the State Records Committee. See Wyo. Stat. § 9-2-401 et. seq.” and (2) “Information obtained by COUNTY is subject to the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et. seq. That Act includes provisions that govern denial of disclosure of trade secrets and confidential commercial data. Wyo. Stat. § 16-4-203(d).”
5. In Section 10 (“WARRANTY; LIMITATION OF LIABILITY”), paragraph 10.5 is hereby **removed** because the matters discussed in that paragraph are resolved by Article VI Section 3 and 13 of this Addendum.
6. Section 12 (“FORCE MAJEURE”) is hereby **removed** because the matters discussed in that section are resolved by Article VI Section 16 of this Addendum.
7. Section 14 (“DISPUTE RESOLUTION”) is hereby **removed** in its entirety because the matters discussed in that section are resolved by Article VI Section 3 of this Addendum.
8. Section 15 (“GENERAL”) is hereby **removed** in its entirety because the matters discussed in that section are resolved by Article VI Sections 1, 3, 5, 6, 8, and 15 of this Addendum.

**All sections, paragraphs, or provisions “removed” under this Modifications section will have no force or effect on the Parties.**

## **VI. GENERAL PROVISIONS**

1. Entire Agreement: This Addendum (7 pages) and the “MASTER Software License and Services AGREEMENT” (9 pages) and “ESTIMATE” (3 pages) (collectively “Agreement”) represent the entire and integrated agreement and understanding between the Parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Termination: This Addendum and the Agreement may be terminated (a) by either Party at any time for failure of the other Party to comply with the terms and conditions of this Addendum or the Agreement; (b) by either Party, with thirty (30) days prior written notice to the other Party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by the Parties.

3. Applicable Law and Venue: The Parties mutually understand and agree this Addendum and the Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning this Addendum or the Agreement, or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed or interpreted to waive COUNTY's governmental immunity.

4. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Addendum or the Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum and the Agreement.

5. Assignment: Neither the Agreement, this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: The Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

7. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

8. Invalidity: If any provision of the Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and Addendum are fully severable.

9. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Addendum or the Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Addendum or the Agreement.

10. Discrimination: The Parties shall not discriminate against any person who performs work under the terms and conditions of this Addendum or the Agreement because of race, color, gender, creed, handicapping condition, or national origin.

11. ADA Compliance: The Parties shall not discriminate against a qualified individual

with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

12. Third Parties: The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Addendum and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum and the Agreement shall operate only between the Parties and shall inure solely to the benefit of the Parties.

13. Indemnification: In addition to the obligations set out in Section 9 of the Agreement, to the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Addendum or the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum or the Agreement

15. Notices: All notices required and permitted under this Addendum and the Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the Party for whom intended at such Parties address listed herein, or when personally delivered personally to such Party. A Party may change its address for notice hereunder by giving written notice to the other Party.

16. Force Majeure: Neither Party shall be liable to perform under this Addendum or the Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. Limitation on Payment: COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Entire Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. "At the earliest possible time" means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a

result of termination under this provision.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The Parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

20. Assertion of Agency. By signing below for CONTRACTOR, the individual (hereinafter “signor”) asserts they have authority to bind CONTRACTOR to this agreement and that any asserted entity is not defunct or dissolved and is authorized to transact business in the State of Wyoming.

**[Remainder of page intentionally left blank, signatures on following page]**

**ADDENDUM TO MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**

**between  
LARAMIE COUNTY and KNOW iNK, LLC**

**SIGNATURE PAGE**

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

KNOW iNK, LLC

By:  \_\_\_\_\_ Date 12/15/25

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 12/17/25  
Laramie County Attorney's Office

## MASTER Software License and Services AGREEMENT

This Master Agreement (the "**Agreement**") is entered into as of the \_\_\_\_\_ of December 2025 between Laramie County Wyoming ("**Customer**"), and KNOW iNK, LLC ("**KNOWiNK**").

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

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

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

### 1. PROVISION OF THE SYSTEM:

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

### 2. LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**") set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software which include keeping the software compliant with the State of Wyoming laws. KNOWiNK does not warrant that all errors or defects will be corrected.
- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System 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, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

### 3. **OBLIGATIONS:**

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon delivery 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 delivery has been made.
- 3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

### 4. **TERM; TERMINATION:**

- 4.1. The term of this Agreement ("**Term**") shall initially be three years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWiNK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

### 5. **PRICING:**

- 5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.
- 5.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.

53. Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses.
54. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse KNOWiNK therefore.

6. **ORDERS:**

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

7. **PAYMENT TERMS:**

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

8. **CONFIDENTIALITY:**

- 8.1. "**Confidential Information**" means any confidential or proprietary information of a party, including information related to KNOWiNK's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

84. 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. 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 and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR

OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.

- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT 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 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. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

11. **CONFLICTS:**

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

12. **FORCE MAJEURE:**

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

13. **RELATIONSHIP OF THE PARTIES:**

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

14. **DISPUTE RESOLUTION:**

- 14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the

following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

- 14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 14.3. Notwithstanding the other provisions of this Section 14, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

15. **GENERAL:**

- 15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.
- 15.2. This Agreement is 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 (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

*(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 (** Laramie County Wyoming ):

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**KNOWiNK LLC:**

Signature: \_\_\_\_\_  
Print Name: \_\_Kevin J. Schott\_\_\_\_\_  
Title: \_\_\_\_\_CFO\_\_\_\_\_  
Date: \_\_\_\_\_12/ /2025\_\_\_\_\_

**Exhibit A**

**General Information**

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

**Exhibit B (Quote), to follow**

**KNOWINK, LLC.**

460 N Lindbergh Blvd  
 Saint Louis, MO 63141-7808  
 +13149141345  
<http://knowink.com>

**Estimate****ADDRESS**

Laramie county, WY  
 309 West 20th Street  
 Cheyenne, WY 82001

**ESTIMATE #**

11656

**DATE**

12/15/2025

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	<b>Poll Pad Package with Flip Stand and Receipt Printer Cellular</b>	Poll Pad Includes: iPad 11th Gen Cellular 128GB Star Micronics Bluetooth Receipt Printer Flip Stand Stylus Transport Case First Year License MDM Enrollment	85	1,825.00	155,125.00
	<b>Poll Pair Cable - USB C</b>	Connects Poll Pad with ExpressVote Printer Curbside	85	150.00	12,750.00
	<b>Poll Pad Package - Curbside</b>	iPad 11th Gen Cellular 128GB 910 Transport Case Curbside Protective Case Stylus First Year License MDM Enrollment	15	1,260.00	18,900.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	100	15.00	1,500.00
	<b>ePulse Realtime Connectivity Initial License 100- 499 Units</b>		1	2,500.00	2,500.00
	<b>ExpressVote Annual Fee</b>	Mandatory Fee which KNOWINK is Required to Pass On from ESS	1	5,000.00	5,000.00

**Terms of Subscription**

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three-year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve-month warranty. All quotes are valid for thirty (30) days from the date of the quotation.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Training and Support	Training & Election Support	4	2,500.00	10,000.00
	Shipping		100	20.00	2,000.00
					Subtotal: 207,775.00
	Poll Pad Annual Software License	Year 2 Annual Licenses and Maintenance Fees Includes software updates and support	100	150.00	15,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	100	15.00	1,500.00
	ePulse Live Connectivity - Annual License		1	500.00	500.00
	ExpressVote Annual Fee	Mandatory Fee which KNOWINK is Required to Pass On from ESS	1	5,000.00	5,000.00
					Subtotal: 22,000.00
	Poll Pad Annual Software License	Year 3 Annual Licenses and Maintenance Fees Includes software updates and support	100	150.00	15,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	100	15.00	1,500.00
	ePulse Live Connectivity - Annual License		1	500.00	500.00
	ExpressVote Annual Fee	Mandatory Fee which KNOWINK is Required to Pass On from ESS	1	5,000.00	5,000.00
					Subtotal: 22,000.00
	Data Plan - Cellular Usage	Per Election Data Fee (overages may apply) Data plan for an election for connectivity device up to 1GB per Device	100	30.00	3,000.00

Please note that the prices quoted for hardware are based on current market conditions and may be subject to change due to factors such as tariffs, import duties, or other unforeseen costs. Please confirm pricing at the time of purchase to ensure accuracy.

<b>SUBTOTAL</b>	254,775.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>USD 254,775.00</b>

#### Terms of Subscription

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Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three-year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve-month warranty. All quotes are valid for thirty (30) days from the date of the quotation.