

**AGREEMENT
BETWEEN THE
OHIO SECRETARY OF STATE
AND
TRIAD GOVERNMENTAL SYSTEMS, INC.**

SECRETARY OF STATE CONTRACT NUMBER 2012-011

THIS AGREEMENT is between the Ohio Secretary of State, 180 East Broad Street, 16th Floor, Columbus, Ohio 43215 ("Secretary of State"), and Triad Governmental Systems, Inc., an Ohio for profit corporation, 358 South Monroe Street, Xenia, Ohio 45385 ("Consultant").

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Consultant shall be engaged as **an independent contractor**, to fulfill the terms of this Agreement and to **act as a consultant to the Secretary of State**. It is specifically understood that the nature of the **services to be rendered under this Agreement are of such a personal nature that the Secretary of State is the sole judge of the adequacy of such services.**

B. The Secretary of State enters into this Agreement in reliance upon Consultant's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Consultant warrants that it does possess the necessary expertise and experience.

C. Consultant shall perform the services to be rendered under this Agreement and the Secretary of State shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The Secretary of State shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

D. Consultant acknowledges that **funding for this Agreement is subject to the approval of the Controlling Board of the State of Ohio (the "Controlling Board"), and that the Secretary of State may not sign the Agreement until such approval is obtained.**

II. TERM

A. The term of this Agreement shall commence as of the date of the Secretary of State's signature and shall expire on the date the work described in Exhibit A is completed to the satisfaction of the Secretary of State and Consultant is paid in accordance with Article IV ("Compensation"), or on the date terminated as provided in Article VI ("Suspension and Termination"), whichever is sooner (the "Term"), provided that the Term shall expire no later than June 30, 2013.

B. None of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the provisions of Ohio Revised Code ("R.C.") § 3517.13, R.C. § 127.16, or R.C. Chapter 102.

III. SCOPE OF WORK

During the Term, Consultant shall perform the services described in Exhibit A ("Scope of Work").

IV. COMPENSATION

A. Subject to the terms and conditions of this Agreement, and in consideration of the services described in Exhibit A, the Secretary of State shall pay Consultant the fees described in Exhibit A.

B. Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.

C. Consultant shall submit invoices for the services performed. Each invoice shall meet the requirements of Ohio Admin. Code 126-3-01(A)(5) and shall reference the Secretary of State and its billing address (as set forth below), Consultant's name and address, the contract number set forth at the top of this Agreement, the invoice number, a description of the date of the rendering of service, an itemization of services furnished, including dates of service and total hours worked, if required by Exhibit A, the location or address of where the services were performed, and the sum due at that time pursuant to the Agreement. Consultant shall send the invoice for review and approval either to Payables@ohiosecretaryofstate.gov or to the following address:

Secretary of State of Ohio
Attn: Veronica Sherman, Chief Financial Officer
P.O. Box 16366
Columbus, OH 43216

No invoice shall be due earlier than thirty (30) days following the Secretary of State's receipt of a valid invoice. Subject to the terms and conditions of this Agreement, the Secretary of State shall make payment consistent with the provisions of Ohio Admin. Code 126-3-01.

V. CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board, or in the event that grant funds are used, until such time that the Secretary of State gives Consultant notice that such funds have been made available to the Secretary of State by the Secretary of State's funding source.

VI. SUSPENSION AND TERMINATION

A. The Secretary of State may, at any time prior to the completion of services by Consultant under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Consultant.

B. Consultant, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Secretary of State, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting there from, and any other matters the Secretary of State requires.

C. Consultant shall be paid for services rendered up to the date Consultant received notice of suspension or termination, less any payments previously made, provided Consultant has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Secretary of State for which Consultant has not rendered services shall be refunded.

D. In the event that this Agreement is terminated prior to its completion, Consultant, upon payment as specified, shall deliver to the Secretary of State all work products and documents which have been prepared by Consultant in the course of providing services under this Agreement. All such materials shall become, and remain the property of, the Secretary of State, to be used in such manner and for such purpose as the Secretary of State may choose.

E. Consultant agrees to waive any right to, and shall make no claim for, additional compensation against the Secretary of State by reason of such suspension or termination.

F. Consultant may terminate this Agreement upon sixty (60) days prior written notice to the Secretary of State.

VII. RELATIONSHIP OF PARTIES

A. Consultant shall be responsible for all of its own business expenses, including, but not limited to, travel, computers, email and internet access, software, phone service and office space. Consultant shall also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Consultant shall be required to render services described hereunder for the Secretary of State during the Term, nothing herein shall be construed to imply, by reason of Consultant's engagement hereunder as an independent contractor, that the Secretary of

State shall have or may exercise any right of control over Consultant with regard to the manner or method of Consultant's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Consultant is an independent contractor and neither Consultant nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Secretary of State or the State of Ohio.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Consultant shall maintain a copy of this Agreement, all invoices issued under this Agreement, and a description of all work performed under this Agreement and shall make such records available to the Secretary of State as the Secretary of State may reasonably require.

B. Consultant shall permit authorized representatives of the Secretary of State to inspect those portions of Consultant's facilities in which Consultant performs work for the Secretary of State and in which Consultant stores the Secretary of State's materials during normal business hours where the Services (as defined in Exhibit A) are performed, and to perform such further audit or examination as the Secretary of State may reasonably request to assure the Secretary of State of the security of its data and the proper performance of the Services. Such inspection, audit and examination may be made at any time as determined by the Secretary of State during Consultant's normal business hours.

IX. RELATED AGREEMENTS

A. Consultant shall not enter into any subcontract without the express prior written consent of the Secretary of State. All work subcontracted shall be at Consultant's expense. Consultant shall furnish to the Secretary of State a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract. Consultant shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractors, and shall not agree to any provision which seeks to bind the Secretary of State to terms inconsistent with, or at variance from, this Agreement.

B. Consultant warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Secretary of State, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

X. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

A. No personnel of Consultant or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or

responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

B. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Secretary of State in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Secretary of State shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

C. Consultant represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio ethics and conflicts of interest laws. Consultant further represents, warrants, and certifies that neither Consultant nor any of its employees will do any act that is inconsistent with such laws.

XI. NONDISCRIMINATION IN EMPLOYMENT

A. Pursuant to R.C. § 125.111 and the Secretary of State's policy, Consultant agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

B. Consultant further agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

C. Consultant represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

XII. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The Secretary of State retains all right, title and interest in and to all proprietary information provided to Consultant, including, without limitation, the XML Programming Requirements (as defined in Exhibit A). The Secretary of State grants to Consultant a limited license in the Secretary of State's proprietary information to the

extent necessary for Consultant to provide the Services (as defined in Exhibit A) under this Agreement.

B. Consultant retains its existing right, title and interest in and to its intellectual property embodied or to be embodied in the applications, software, materials, and Consultant's proprietary information and technology used by Consultant or provided to the Secretary of State in connection with the Services.

C. Consultant grants to each BOE (as defined in Exhibit A) a nonexclusive license to reproduce and use the software application(s) created by Consultant pursuant to Exhibit A as necessary for the internal business purposes of each BOE, which licenses shall survive the Term. The license granted to each BOE is perpetual and irrevocable.

XIII. CONFIDENTIALITY

A. The Secretary of State may disclose to Consultant written material or oral or other information that Secretary treats as confidential ("Secretary of State's Confidential Information"). Title to the Secretary of State's Confidential Information and all related materials and documentation the Secretary of State delivers to Consultant shall remain with the Secretary of State. Consultant agrees to treat the Secretary of State's Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the Secretary of State, or individuals or organizations about whom the Secretary of State keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. Such also includes police and investigative records, files containing personal information about individuals or employees of the Secretary of State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

B. Consultant may disclose to the Secretary of State written material or oral or other information that Consultant considers to be trade secret ("Consultant's Confidential Information"). Title to Consultant's Confidential Information and all related materials and documentation that Consultant delivers to the Secretary of State shall remain with Consultant. The Secretary of State agrees to treat Consultant's Confidential Information as secret if it is so marked or otherwise identified as such.

C. Consultant's Confidential Information and the Secretary of State's Confidential Information are referred to collectively as the "Confidential Information."

D. The parties agree not to disclose any Confidential Information to third parties and to use it solely to perform the Services or in connection with this Agreement. The parties

shall restrict circulation of Confidential Information within their respective organizations and then only to people in the parties' organizations that have a need to know the Confidential Information. The parties shall be liable for the disclosure of such information whether the disclosure is intentional, negligent or accidental, unless otherwise provided below.

E. Neither party shall be liable for any unintentional disclosure of Confidential Information that results despite the party's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own non-public information, except when the party's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the other party.

F. Consultant shall not incorporate any portion of the Secretary of State's Confidential Information into any work or product, other than a deliverable described in Exhibit A, and shall have no proprietary interest in any of the Secretary of State's Confidential Information. Furthermore, Consultant shall cause or shall have caused all of its employees who have access to the Secretary of State's Confidential Information to execute a confidentiality agreement incorporating obligations the same as those in this Agreement.

G. Consultant's obligation to maintain the confidentiality of the Secretary of State's Confidential Information shall not apply where such: (1) was already in Consultant's possession prior to disclosure by Secretary of State, and such was received by Consultant without obligation of confidence; (2) is independently developed by Consultant; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Consultant from a third party without an obligation of confidence; (5) is disclosed by Consultant with the prior written consent of the Secretary of State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that Consultant: (a) notifies the Secretary of State of such order immediately upon receipt of the order, and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. Consultant shall return all originals of any Confidential Information and destroy any copies it has made upon termination or expiration of this Agreement.

H. The Secretary of State's obligation to maintain the confidentiality of Consultant's Confidential Information shall not apply where such: (1) was already in Secretary's possession prior to disclosure by Consultant, and such was received by Secretary without obligation of confidence; (2) is independently developed by the Secretary of State; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by the Secretary of State from a third party without an obligation of confidence; (5) is disclosed by the Secretary of State with the prior written consent of Consultant; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Secretary of State: (a) notifies Consultant of such order immediately upon receipt of the order, and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The

Secretary of State shall return all originals of any Confidential Information and destroy any copies it has made upon termination or expiration of this Agreement.

I. Consultant may disclose the Secretary of State's Confidential Information to its subcontractors on a need-to-know basis, but they will be bound to the requirements of this Article.

J. Consultant acknowledges that all of the Secretary's obligations with regard to confidentiality are subject to Ohio's Public Records Act, R.C. § 149.43.

← Hah!

XIV. WARRANTIES

Consultant hereby warrants and represents to the Secretary of State as follows:

A. Each of Consultant's employees assigned to perform services under this Agreement shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with this Agreement.

B. Consultant warrants that, in performing the Services (as defined in Exhibit A): (1) Consultant shall comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements) set forth in this Agreement or in any Exhibit hereto; (2) Consultant shall render Services in a workmanlike manner consistent with the standards in the imaging industry using appropriately trained personnel; and (3) the Services shall not be in violation of any applicable law, rule or regulation, and Consultant shall have obtained all permits required to comply with such laws and regulations.

C. If the Secretary of State provides written notice to Consultant that any of the Services were rendered in an un-workmanlike manner, or otherwise were not in accordance with the requirements set forth in this Agreement or in any exhibit hereto, then, at the Secretary of State's option, Consultant shall either cause the Services at issue to be performed from the beginning in a workmanlike manner and in accordance with the requirements set forth in this Agreement within thirty (30) calendar days of the Secretary of State's written notice, or, within the same thirty (30) day period, refund to the Secretary of State all fees paid for such Services.

XV. INDEMNITY AND LIMITATION OF LIABILITY

A. Consultant shall indemnify, defend and hold the Secretary of State and its employees harmless from and against any and all liabilities, obligations, losses, claims, damages, costs, charges or other expenses of any kind (including, but not limited to, reasonable attorneys' fees and legal costs) (collectively, "Claims") which arise out of or result from any breach or alleged breach of any representation or warranty made by Consultant hereunder or any Claim that any of the Services or any portion thereof violates any copyright, patent, trademark, trade secret, license, or other proprietary right of any third party. Consultant shall reimburse the State for any judgments for infringement of patent

or copyright rights. Consultant shall also indemnify, defend and hold the Secretary of State and its employees harmless from and against any and all Claims for personal injury or damage to property arising out of the furnishing, performance or use of the Services provided hereunder as well as any Claim for payment of compensation or salary asserted by an employee or subcontractor of Consultant. The Secretary of State shall provide Consultant with written notice of any Claim which the Secretary of State believes falls within the scope of this Article XV. The Secretary of State expressly reserves the sole right, at the Secretary of State's option, to control the defense of any such Claim and, in such event, in addition to Consultant's other obligations in this Article XV, Consultant agrees to provide reasonable assistance to the Secretary of State, at Consultant's expense, in the defense of any such Claim. Consultant shall not settle any Claim without the prior written consent of the Secretary of State.

B. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XVI. COMPLIANCE WITH LAWS

A. Consultant, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

B. Consultant affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If, at any time during the Term, Consultant, for any reason, becomes disqualified from conducting business in the State of Ohio, Consultant shall immediately notify the Secretary of State in writing and shall immediately cease performance of activities under the Agreement.

XVII. DRUG FREE WORKPLACE

Consultant shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places. Consultant shall make a good faith effort to ensure that none of its employees, and none of its permitted subcontractors that are engaged in the work being performed hereunder, shall purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XVIII. CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies that neither Consultant nor any of Consultant's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13, including contributions to the Husted for Ohio campaign committee.

XIX. ENTIRE AGREEMENT/WAIVER

A. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

B. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

C. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

XX. NOTICES

All notices, consents, and communications hereunder shall be given in writing (and may be given via facsimile), shall be deemed to be given upon receipt thereof, and shall be sent to the following addresses.

Notices to the Secretary of State shall be sent to:

The Office of the Ohio Secretary of State
General Counsel
180 East Broad Street, 15th Floor
Columbus, Ohio 43215
Facsimile: (614) 485-7699

Notices to Consultant shall be sent to:

Brett Rapp, President
Triad Governmental Systems, Inc.
358 S. Monroe St.
Xenia, Ohio 45385
Facsimile: (937) 376-3078

Either party may change the address to which notices should be sent, by written notice to the other party.

XXI. HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

XXII. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

XXIII. CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to the exclusive jurisdiction and venue of courts located in Franklin County, Ohio for the adjudication of all disputes arising hereunder.

XXIV. SUCCESSORS AND ASSIGNS

Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the Secretary of State.

XXV. FINDINGS FOR RECOVERY

Consultant warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Consultant shall immediately repay to the Secretary of State any funds paid under this Agreement.

XXVI. DEBARMENT

Consultant represents and warrants that it is (A) not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25, and (B) not excluded from, or ineligible for, federal assistance programs and thereby is not on the federal government’s list of suspended or debarred entities. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Consultant shall immediately repay to the Secretary of State any funds paid under this Agreement.

XXVII. DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Consultant hereby represents and warrants to the Secretary of State that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization,” a copy of which is attached as Exhibit B. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Consultant shall immediately repay to the Secretary of State any funds paid under this Agreement.

XXVIII. ANTITRUST ASSIGNMENT

Consultant assigns to the Secretary of State all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XXIX. EXECUTION

This Agreement is not binding upon the Secretary of State unless executed in full.

XXX. COUNTERPARTS

A. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

B. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

XXXI. CONFLICT

In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

XXXII. USE IN ADVERTISING OR MARKETING MATERIAL

Consultant shall not identify the Secretary of State in any of Consultant's advertising or marketing material, sales presentations, or scholarly papers or presentations without the Secretary of State's prior written consent.

XXXIII. SURVIVAL OF CERTAIN PROVISIONS

The rights and responsibilities set forth in Articles VI, VII, VIII, IX, X, XII, XIII, XIV, XV, XVI, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXXI, XXXII, and XXXIII shall survive suspension, termination, or the expiration of the Term.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**TRIAD GOVERNMENTAL SYSTEMS,
INC.**

OHIO SECRETARY OF STATE

By: Brett A. Rapp, President

Name: BRETT A. RAPP

Title: President

Date: 6-12-2012

By: 

Name: Scott P. Borgemenke

Title: Assistant Secretary of State

Date: 6/12/12

EXHIBIT A

Scope of Work

1. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the body of the Agreement. The Agreement and all exhibits and schedules thereto are incorporated by reference.

2. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “BMV” means the Ohio Bureau of Motor Vehicles.

(b) “BMV Match File” means a collection of linked records in which individual records from the BMV database have been matched to individual voter records in the Statewide Voter Registration Database, and the criteria used by the Secretary of State that results in a matched pair is sufficiently compelling to mandate an update to the voter record with individual identifying information that is contained in the BMV database but missing from the Statewide Voter Registration Database.

(c) “BOE” means an Ohio county board of elections with which Consultant has agreed in writing to license Consultant’s VRS and to assist and support in the collection of voter registration data, including electronic transmission of such data to the Secretary of State, which agreement remains in effect. The term “BOE” shall also include Ohio county boards of election with which Consultant shall, from and after the date of this Agreement but before expiration of the Term, agree in writing to license Consultant’s VRS and to assist and support in the collection of voter registration data, including electronic transmission of such data to the Secretary of State. A list of the boards of election that currently use Consultant’s VRS is attached hereto as Schedule 1.

(d) “Consultant’s VRS” means the VRS that Consultant licenses to BOEs, which is known as the Triad GSI Voter Transaction and Transport System.

(e) “County Voter Database” means a BOE’s electronic database that contains the records of individuals who are registered to vote in the county and that is used by the BOE through the Consultant’s VRS to update the Statewide Voter Registration Database with new voter registrations and changes to existing voter records.

(f) “County Voter Registration System” (or “VRS”) means the digital electronic system used by each of Ohio’s 88 counties to collect election data, including voter registration records. Voter registration data collected in each county’s voter registration system is transmitted to the Ohio Secretary of State for incorporation into the Statewide Voter Registration Database, as defined below.

(g) “Deliverables” means the Software, the Training, the User Documentation, and the Support.

(h) "Initial BMV Match File Processing" means each BOE's successful processing of the first BMV Match File with the Software.

(i) "Services" means the development of the Software, the Test Run, Software Installation, the Training, and the delivery of the User Documentation to each BOE. The Services include the Deliverables.

(j) "Software" means a program written for use on Consultant's VRS at each BOE that accurately processes the BMV Match Files. The Software shall, among other things, be capable of reading a processing code in each Voter File in order to enable each BOE to determine what information in the Voter File requires updating.

(k) "Support" means maintenance and support for the Software up to and including the Initial BMV Match File Processing. Consultant may provide such support via remote access or telephone.

(l) "Software Installation" means installation of the Software on Consultant's VRS at each BOE, up to and including the Initial BMV Match File Processing.

(m) "Statewide Voter Registration Database" (or "SWVRD") means the single, uniform, official, centralized, interactive computerized statewide voter registration database implemented in Ohio as required by Section 303 of the Help America Vote Act, 42 U.S.C. § 15483.

(n) "Test Run" means Consultant's demonstration of the Software, for the Secretary of State's approval, prior to Software Installation.

(o) "Training" means the training of staff of each BOE with regard to the operation of the Software.

(p) "User Documentation" means documentation that instructs each BOE with regard to the proper operation of the Software.

(q) "Voter Files" means the individual voter registration records that comprise the County Voter Database. A single Voter File corresponds to an individual registered voter.

3. The purpose of this Agreement is to enable each BOE to accurately process BMV Match Files.

4. Once the Software is operating satisfactorily, in Consultant's opinion, Consultant shall notify the Secretary of State and arrange a date, time, and location for the Test Run. Software Installation shall not commence until the Secretary of State has given its written approval of the Software, following the Test Run. Consultant shall complete the Services, to the Secretary of State's satisfaction, no later than June 30, 2012.

5. Consultant acknowledges that the Secretary of State requires prompt performance in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting the Secretary of State's deadlines or scheduled completion dates are caused by the unacceptable performance of any Consultant employee or any other cause within the reasonable control of Consultant, Consultant shall provide additional temporary personnel, as requested by the Secretary of State and at no charge to the Secretary of State, in order to complete the Services at issue in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

6. In connection with the Services:

(a) Consultant and the Secretary of State (or the Secretary of State's designee) shall be available via email, telephone, teleconference, or on-site when required to work in collaboration and consult with each other regarding the analysis and design for the system(s), application program(s) and database(s) related to this project. To conserve time and reduce travel expenses, the Secretary of State shall conduct business with Consultant via teleconference whenever possible. Project collaboration and consultation will focus on Consultant's VRS, database structure, system interface programs, the State of Ohio's Central Voter Registration system, the SWVRD, and the Software. All work shall conform to and be limited to this Exhibit A and to Secretary-approved requirements and system specifications described and referenced in this Exhibit A.

(b) Consultant shall perform all systems analysis, application programming and database enhancements to incorporate the Software into the VRSs. Such analysis, programming and enhancements shall be limited to Consultant-specific VRS software and databases that are in use by the BOEs.

(c) Consultant reserves the right to recommend and make any necessary database structural changes related to the functional requirements. Such changes may be made only after consultation with and approval by the Secretary of State (or the Secretary of State's designee).

(d) Consultant shall implement into a production environment all Secretary of State-approved and certified systems, application programs, databases, system interfaces and other Consultant-specific software to each BOE.

(e) Consultant shall coordinate and facilitate each Training session with prior approval of the Training session content from the Secretary of State.

(f) Consultant shall provide maintenance and support for the Software at no additional cost to the BOEs. Such maintenance and support shall be limited to defect fixes resulting from this project. Any enhancements outside the scope of this Agreement are subject to negotiation between Consultant and the Secretary of State.

(g) Consultant shall deliver regular progress reports to the Secretary of State, no less frequently than bi-weekly. Each such progress report shall summarize the services performed (begun, continued and/or completed) since the commencement of the Term, in the case of the first progress report, or since the immediately preceding progress report, in the case of all subsequent progress reports. Progress reports are expected to be informal, may be made in writing or orally via telephone call, and shall be delivered to the Secretary of State using the following contact information:

Beena Kumar
180 E. Broad Street, 15th Floor
Columbus, Ohio 43215
BKumar@ohiosecretaryofstate.gov
(614) 466-7644

7. Consultant shall perform the Services in accordance with the performance standards and requirements set forth in this paragraph 7.

(a) Consultant shall furnish professional services in accordance with industry standards necessary for satisfactory performance.

(b) The Secretary of State, through designated personnel, may, from time to time, communicate specific instructions and requests to Consultant concerning the performance of the work described in this Agreement. Consultant shall not unreasonably refuse to fulfill such instructions or requests.

(c) Consultant shall consult with the designated personnel of the Secretary of State who will work on this project.

(d) The Secretary of State shall designate required personnel of his team to work with Consultant in the scope of work detailed in this Agreement. Consultant must have timely response and appropriate cooperation from the Secretary of State's team to furnish the professional services described in this Agreement.

8. In consideration of Consultant's timely performance of the Services, and subject to the terms and conditions of the Agreement, the Secretary of State shall pay Consultant the maximum total amount of eighteen thousand dollars (\$18,000), following completion of the Services and receipt of a proper invoice, consistent with the provisions of Article IV, above.

Schedule 1 to Exhibit A

BOEs using Consultant's VRS

Allen	[intentionally omitted]
Ashtabula	Lorain
Athens	Madison
Auglaize	Mahoning
Belmont	Marion
Brown	Meigs
Carroll	Miami
Champaign	Monroe
Clark	Montgomery
Clinton	Morgan
Columbiana	Muskingum
Coshocton	Noble
Darke	Paulding
Defiance	Perry
Delaware	Pickaway
Erie	Pike
Fayette	Portage
Fulton	Preble
Gallia	Putnam
Greene	Ross
Guernsey	Scioto
Hardin	Seneca
Harrison	Summit
Highland	Tuscarawas
Hocking	Union
Holmes	Van Wert
Jackson	Vinton
Jefferson	Warren
Knox	Washington
Lake	Williams
Lawrence	
Licking	
Logan	

B.A.R. JB

EXHIBIT B

Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY		STATE	ZIP	COUNTY
HOME PHONE			WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME <i>TRIAD Governmental Systems Inc.</i>			PHONE <i>(937) 376-5446</i>		
BUSINESS ADDRESS <i>358 S. Monroe Street</i>					
CITY <i>Xenia</i>		STATE <i>Ohio</i>	ZIP <i>45385</i>	COUNTY <i>Greene</i>	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME <i>Brett A RAPP, President</i>				TITLE <i>President</i>	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE <i>X Brett A. Rapp, President</i>	DATE <i>6-12-2012</i>
--	--------------------------