

## AGREEMENT

This Agreement is made and effective as of the 19 day of Dec, 2001, by and between the State of Utah, Department of Community and Economic Development (the "State"), Digital Signature Trust Co. ("DST"), Novell, Inc. ("Novell") and National Information Consortium, Inc. ("NIC").

WHEREAS, the State entered into a contract for the development and maintenance of an online community and business development portal to be known as "eUBN" and "finditnutah" ("FIU") dated September 1, 2000 (the "Contract") with DST as the prime contractor, and Novell and NIC as subcontractors, which Contract was amended on \_\_\_\_, 200\_\_, to provide that Novell would act as prime contractor and NIC and DST as subcontractors;

WHEREAS, the parties have determined that DST's and NIC's continued participation is not needed in the performance of the Contract;

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants herein contained, the parties agree as follows:

1) The Contract is hereby amended to delete any reference to DST and NIC as subcontractors. The State and Novell each acknowledge that DST and NIC shall not be acting as subcontractors under the Contract, and shall have no obligations with respect to the satisfaction by Novell of any of the obligations under the Contract, other than any continuing obligations regarding confidentiality of information provided to them. The State and Novell each hereby irrevocably and unconditionally releases NIC and DST from any and all claims, suits and causes of

action of any nature whatsoever, relating to, arising out of, or connected with the Contract and the products or services provided pursuant to the Contract, excluding, however: (i) any continuing obligation to keep information of the State or Novell confidential, and (ii) any claims relating to unauthorized use or disclosure of any confidential or proprietary information of the State or Novell.

2) NIC and DST each hereby irrevocably and unconditionally releases Novell and the State from any and all claims, suits and causes of action of any nature whatsoever, relating to, arising out of, or connected with the Contract and the products or services provided pursuant to the Contract, excluding, however: (i) any continuing obligation to keep information of NIC or DST confidential, and (ii) any claims relating to unauthorized use or disclosure of any confidential or proprietary information of NIC or DST.

3) The Subcontract Agreement by and between DST as prime and NIC as subcontractor dated October 13, 2000, and the Teaming Agreement by and among NIC, DST and Novell are hereby terminated, except with respect to any obligations of confidentiality which are intended to survive the termination of the agreements. Any written or oral subcontract agreements for performance of services in connection with the Contract between or among DST, NIC and Novell are hereby terminated.

4) Except for the payment of \$12,500 from Novell to NIC, Novell shall have no further obligations to NIC or DST to share revenues generated under the Contract or through the use of eUBN or FIIU.

5) NIC shall turn over to Novell any billing records, telephone support logs and State information for the eUBN or FIIU in its possession. NIC further agrees that for a period through and including January 31, 2002, it shall promptly and courteously provide any caller to NIC for the FIIU services to the new number provided by Novell. NIC shall forward any mail intended for FIIU to the address provided by Novell. Novell shall immediately submit change of address forms to the US Post office for the FIIU address, and shall change the contact information for the eUBN and FIIU services on the website, and in all written and published materials for the services. Novell shall discontinue all use of the NIC trademarks, service marks and name on the website, or in marketing materials concerning eUBN and FIIU.

6) General Provisions.

a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter and understandings, agreements, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, or other provisions of this Agreement shall be effective without the written consent of the parties.

b) This Agreement shall be governed in all respects by the law and statutes of the State of Utah.

IN WITNESS WHEREOF, the parties hereto, having read this Agreement in its entirety, do agree in each and every particular and have thus set their hands hereunto.

Novell, Inc.

By: *Daniel Squell*

Title: *Director GEM*

Date: *1/4/02*

State of Utah

By: *A. N. Johnson*

Title: *Director / operations manager Dev.*

Date: *December 18, 2001*

National Information Consortium, Inc.

By: *[Signature]*

Title: *General Manager, Utah Subsidiary*

Date: *12-19-01*

Digital Signature Trust Co.

By: *[Signature]*

Title: *VP, State & Local Court*

Date: *12/18/01*



# State of Utah

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT  
DIVISION OF BUSINESS AND ECONOMIC DEVELOPMENT

Michael O. Leavitt, Governor

*David B. Winder, Executive Director*  
*Richard J. Mayfield, Division Director*

January 16, 2001

Richard L. Brown  
National Information Consortium  
12 Corporate Woods  
10965 Benson Street, Suite 390  
Overland Park, KS 66210

Dear Mr. Brown:

Thank you for the efforts each of the eUBN partners has expended on the project since I became the state contract officer and Department of Community and Economic Development team member early last month. I have worked for the State's economic development programs for the past sixteen years and interacted with many contractors. I can honestly say that the professionalism, expertise and enthusiasm of those with whom I have recently worked from Novell, NIC and Digital Signature Trust is both unusual and refreshing.

As a team, we currently face a challenge. From the State side, I have been told by DCED Executive Director David Winder and by the State CIO Al Sherwood that the eUBN is not to be presented to Governor Leavitt or officially released until the technology has been completed and thoroughly tested. I wholeheartedly support their position. At the same time, delays in rolling out a product that meets these standards are resulting in lost market opportunities in an increasingly competitive marketplace. There is also some frustration among the many businesses and Chambers of Commerce who have been anticipating the product since they learned about it in discussions and presentations over the last few months. In reviewing our contract, I was interested to learn that project deliverables were to have begun on October 1, 2000. Now I understand the target for rolling out eUBN has been pushed back another month.

Delays in the development of such an innovative product are to be expected. However, there is a time for everything and certainly the time for the eUBN to be completed is now. I would appreciate the cooperation of the entire team in establishing firm milestones and timelines that will assure the eUBN is released without further delays in a manner that reflects positively on the State of Utah and each of the partners. These milestones and timelines will facilitate the allocation of adequate resources to meet our respective commitments and result in the timely release of a world-class product that reflects positively on Governor Leavitt, the State of Utah and each of the partners.

Once again, thanks for the many hours each of your organizations have spent on the project to date and I look forward to working with you as we bring the eUBN down the home stretch.

Sincerely,

L. Edward Meyer  
Business Development

LEM/mdh

cc: Ron Richins, DCED

Al Sherwood, Office of CIO

324 South State Street, Fifth Floor • Salt Lake City, Utah 84111  
Telephone: (801) 538-8700 • Fax: (801) 538-8889 • <http://www.dced.state.ut.us>