TEAMING AGREEMENT
AMONG
DIGITAL SIGNATURE TRUST CO., NOVELL, INC.
AND
NATIONAL INFORMATION CONSORTIUM, INC..

This Teaming Agreement is entered into as of this 23 day of Oct, 2000, by and among Digital Signature Trust Co., a Utah Corporation, having an office at Suite 201, 1095 East 2100 South, Salt Lake City, UT 84106 ("DST"), Novell, Inc., having an office at 1800 South Novell Place, Provo, UT 84606 ("Novell"), and National Information Consortium, Inc. having an office at 12 Corporate Woods, 10975 Benson Street, Suite 390, Overland Park, KS 66210 ("NIC") (collectively "the Parties").

WHEREAS, DST has expertise and experience in the information technology areas of public key infrastructure, encryption, trusted third party, certification authority, and related services; and

WHEREAS, Novell has expertise and experience in network software, directory technology and related services; and

WHEREAS, NIC has expertise and experience in the integration of government with electronic services, web portal development and related services; and

WHEREAS, the Parties are interested in jointly engaging in business-to-business economic development projects ("Projects") that will require the software, technology, services and know-how within the Parties' particular areas of expertise; and

WHEREAS, the Parties, after carefully assessing their respective and unique capabilities, have determined that they provide complementary expertise and experience and that they would benefit from a team arrangement among their respective companies when performing Projects; and

WHEREAS, the Parties desire to establish a non-exclusive contractor team arrangement, as such term may be used in state and federal procurement regulations, to define among themselves the responsibilities, rights, obligations and working relationship in a combined effort to obtain and successfully complete Projects for their mutual benefit;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 PROJECT ACTIVITIES

.1 The scope of this Agreement is limited to and relates only to "Projects mutually agreed upon" by the Parties, and not to any other proposals, programs, or work efforts undertaken by the Parties, separately or jointly with third parties. A Project is "mutually agreed upon" when the Party proposing the Project has received a communication agreeing to the Project signed,

digitally or in writing, by the other two Parties. This Agreement to team together shall not be deemed to restrict either Party from quoting, offering to sell or selling its products and/or services to third parties, including but not limited to federal, state and local governments, except as specifically covered by this Agreement

.2 Each Party will exert its best efforts to produce proposals that will result in the selection of one of the Parties as a contractor or subcontractor with the other Parties serving as contractors or subcontractors for work to be performed for the Project or Projects. Each Party will continue to exert its best efforts towards this objective through any and all negotiations concerning a proposed contract or subcontracts that may follow the submission of such proposal or proposals.

.3 In the event that the RFP or solicitation contemplates that expertise and experience provided by one of the Parties must be provided by that Party as a "Prime Contractor," that Party will have the responsibility for the preparation, evaluation, and submission of the proposal to the Customer as the Prime Contractor ("the Prime"). In such case, the other Parties shall be considered subcontractors ("Subs") of the Prime. The Prime will have the sole right to decide the form and final content of all documents submitted to the Customer. Each Party shall supply the necessary management, engineering, technical, and other services as well as nonproprietary cost information, exhibits, designs, and plans in such format and detail as may be required to prepare the proposal and/or meet Customer requirements. The Prime will provide Subs with the opportunity to review the proposal, excluding those portions relating to costs, during the preparation phase and will make reasonable efforts to ensure that the Subs' comments are adequately reviewed, evaluated, and incorporated in the proposal as appropriate. Subs will offer the Prime advice and aid, and will prepare the substantive content of their areas of the proposal. If requested to do so by the Prime, Subs will provide management and technical personnel to assist the Prime in any discussions and negotiations with the Customer directed toward obtaining the award of a contract.

.4 For any Project, and in all discussions with respect thereto, the Parties agree to represent themselves to Customers and others as non-exclusive "Team Members." Unless otherwise agreed, the efforts of the Parties relating to a Project shall be non-exclusive, and the Parties may participate in other efforts to prepare or execute alternative proposals in response to an RFP outside this Agreement. However, the Parties will be expending effort at their own expense with a view toward developing the best approach to the business opportunity. In recognition therefore, the Parties agree that the joint work product resulting from their combined efforts which are unique to a proposal contemplated by this Agreement will not intentionally be disclosed to anyone competing for the same project until this Agreement is no longer in effect. The Parties will state in such proposal or discussions the relationship of the Parties as set forth herein, and the role and responsibilities of each, as set forth in the attached Exhibit A. Changes to Exhibit A will be accomplished as mutually agreed to by communication signed, digitally or in writing, by all Parties.

.5 The Prime shall be responsible for all bookkeeping and distribution of funds for any Project on which it is the Prime.

.6 Each Party will bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the pre-proposal and proposal periods, which are defined as the periods up to the award of a prime contract. The Prime will be responsible for graphic arts, printing, binding, and delivery costs of the proposal. Neither Party shall have any right to any reimbursement, payment, or other compensation of any kind from the other for any work performed during the period prior to the award of a prime contract and commencement of any effort thereunder.

2 AWARD OF CONTRACT

If a Party is selected by the Customer as the Prime for a Project, the Parties shall enter into good faith negotiations intending to culminate in a subcontract to be awarded to the other Parties for products and services as generally set forth in Exhibit A, subject to negotiation of commercially reasonable terms or on other mutually agreeable bases, subject to the requirements of the contract with the Customer. The Parties will negotiate in good faith such that an agreement may be reached among the Parties within a reasonable period of time, not to exceed 60 days after award of the prime contract. Any such subcontract(s), including any change(s) or supplement(s) thereto shall be subject to the mutual agreement of the Parties hereto on price and other terms and conditions, applicable laws and regulations, appropriate and applicable terms of the prime contract, and prior approval of the Customer, if required. The Prime shall exert all reasonable efforts to obtain such required Customer approval(s).

3 TERM AND TERMINATION

.1 For each RFP and/or Project agreed to under this Agreement, and except as expressly provided herein, all rights and obligations of the Parties under this Agreement shall remain in effect until the first of the following shall occur:

a. Mutual agreement of the Parties to terminate this Teaming Agreement or to abandon the Project;

b. Notification, digitally or in writing, from a Customer that a Project has been cancelled, or that award of a contract for the subject Project will be made to a contractor(s) other than the Prime for all or substantially all of the work contemplated by the Proposal;

c. Award of a prime contract to the Prime and the execution of a subcontract that is inconsistent with this Agreement;

d. Notice, digitally or in writing, from the Customer denying approval of the Sub as a subcontractor to the Prime in the role and function set forth in the proposal, provided, however, that if the Customer requests a change in the role or function of the Prime or Sub, this Agreement shall

not be deemed terminated unless the Prime and the Sub fail to reach agreement to effect the appropriate changes within the time period allotted by the Customer;

e. Notice, digitally or in writing, from the Customer denying approval of the Subcontract as negotiated between the Prime and the Sub, if the terms of the proposed subcontract between the Prime and the Sub cannot reasonably be altered or changed to effect approval thereof by the Customer;

f. The inability of the Prime and the Sub, after negotiating in good faith, to reach an agreement within 90 days after award of the prime contract, on the terms and conditions of a subcontract offered by the Prime, in accordance with this Agreement. If agreement cannot be reached on the terms of a subcontract, the Prime may procure a subcontract for the tasks and items described in Exhibit A through competition, including the Sub;

g. The expiration of 2 year(s) from the effective date of this Agreement, provided, however, that if a Proposal has been submitted and is under consideration by the Customer upon the expiration of such period, this Agreement shall continue in force until terminated pursuant to one of the foregoing conditions;

h. A material breach by either Party of any of the provisions contained herein; or

.2 Termination for Convenience. Either Party shall have the right to terminate the Agreement upon ninety (90) days notice, digitally or in writing without cause.

.3 Other Grounds for Termination. Either Party shall have the right to terminate the Agreement upon thirty (30) days notice, digitally or in writing, upon the happening of any of the following events:

a. A Party makes an assignment of its business for the benefit of creditors, or if a receiver or trustee in bankruptcy shall be appointed to take charge of all or part of the other Party's property, or the other Party becomes insolvent;

b. A Party is debarred, suspended, or indicted in any criminal proceeding related to doing business with the U.S. / State Government as a Prime Contractor or subcontractor; or

c. An irreconcilable conflict of interest, as determined by a Party, exists or will exist.

.3 Upon the breach of any material obligation under this Agreement by one Party (the "Breaching Party"), the other Party (the "Aggrieved Party") shall give to the Breaching Party notice of such breach, which notice shall specify the exact nature of the breach and shall expressly state the Aggrieved Party's intention to terminate this Agreement in the event that such breach is not remedied within thirty (30) days after the receipt of such notice. If such breach cannot be reasonably corrected within such 30 days, it shall not constitute grounds for

termination if corrective action is instituted within such period and diligently pursued until the breach is corrected. If (i) a breach which could have reasonably been corrected within 30 days after the initial notice of default is not corrected within such period; or (ii) in any case corrective action is not instituted within such 30 day period and diligently pursued until the breach is corrected after the initial notice of default, the Aggrieved Party may terminate this Agreement immediately by providing notice, digitally or in writing, to the Breaching Party.

4 PUBLICITY AND NEWS RELEASES

Any news releases, public announcements, advertisements, or publicity released by either Party concerning a Project, this Agreement, any proposals, or resulting contracts or subcontracts to be carried out hereunder, will be subject to the prior approval of the other Parties prior to release, which approval shall not be unreasonably withheld. Any such publicity shall give due credit to the contributions of each Party. This Agreement and the terms thereof may be made known to the Customer without prior approval.

5 PROPRIETARY AND CONFIDENTIAL INFORMATION

.1 During the term of this Agreement, the Parties hereto may exchange such proprietary information as is reasonably required for the performance of the obligations set forth herein. This information includes, but is not limited to: performance, sales, financial, contractual, and technical data. All such proprietary information shall be exchanged only among individuals designated for this purpose by each Party. Such information must be clearly marked on each page with a proprietary information legend. A recipient of information hereunder will have no obligation to protect any information which is not so labeled, or any information received orally unless a summary of such oral communication, specifically identifying the items of Proprietary Information, is furnished to the recipient within fifteen (15) days of disclosure.

.2 No information will be labeled as Proprietary Information which is not in good faith believed by the originating Party to contain Proprietary Information. No information, other than proprietary information so identified, shall be restricted by either Party as to the other Party's use thereof.

.3 The receiving Party, during the term of this Agreement and for 3 years thereafter, shall hold such proprietary information in confidence, and shall use such information only for the purposes of this Agreement. The receiving Party shall not disclose such information to any person or persons outside their respective organizations or to any unauthorized person or persons within said organization without prior, signed approval of the other Party. Information necessary to complete a proposal under this Agreement may be disclosed to the Customer if such information is protected in accordance with applicable government contracting law, including use of an appropriate restrictive legend.

.4 Neither Party shall be liable for the inadvertent or accidental disclosure of proprietary information if such disclosure occurs despite the exercise of the same degree of care as such Party normally takes to preserve its own such proprietary or confidential information.

.5 No license to the other Party, under any trademark, patent, or copyright, or applications that are now or may thereafter by owned by such Party, is either granted or implied by the conveying of information to that Party. None of the information that may be submitted or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the Other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy, or other rights of third persons.

.6 These restrictions on the use or disclosure of information marked as proprietary shall not apply to information that:

a. Was known to the receiving Party without restriction at the time of disclosure;

b. Was subsequently developed by the recipient, independently of the information transmitted by the disclosing Party;

c. Becomes known to the receiving Party from a source other than the disclosing Party without breach of this Agreement;

d. Has been published or is otherwise in the public domain without breach of this Agreement;

e. Is released with the prior, signed approval of the disclosing Party; or

f. Is designated in a signed communication by the disclosing Party to no longer be proprietary.

If any portion of any such technical information falls within any one of these exceptions, the remainder shall continue to be subject to the foregoing prohibitions and restrictions.

.7 To the extent the obligations of the Parties hereunder require the handling of classified U.S. Government information, the Parties hereto shall be subject to the requirements of the U.S. Government for safeguarding classified information.

6 INDEMNITY

The Parties shall carry out the preparation of proposals and conduct all negotiations and pricing in accordance with all applicable laws and regulations governing procurements, proposals or the award of contracts thereunder. The Parties agree that they will not directly or indirectly offer, pay, promise to pay, or authorize the payment of any money or thing of value to any U.S. /

State government official, or to any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a official for the purposes of improperly influencing any act or decision of such U.S. / State government official, agency or instrumentality thereof, in order to obtain or retain business for or to direct business to either of the Parties. The employees of a Party shall obey all pertinent rules and regulations of the other Party while on the premises of the other Party, including those relating to the safeguarding of confidential, proprietary or classified information. The Parties shall indemnify and save harmless one another, from and against 1) violations of government procurement laws and regulations and 2) all claims for bodily injuries, including death, or damage to property caused by a negligent act or omission of the Parties or their employees in connection with this Agreement.

7 LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of the one Party or otherwise.

8 SCOPE OF AGREEMENT

This Agreement shall relate only to those Projects mutually agreed upon, and nothing herein shall be deemed to:

.1 Confer any right or impose any obligation or restriction on either Party with respect to any other effort or marketing activity at any time undertaken by either Party hereto, jointly or separately; or

.2 Preclude either Party hereto from soliciting or accepting any prime contract or subcontract from any third party under any other project or program after termination of this Agreement; or

.3 Limit the rights of either Party to promote, market, sell, lease, license, or otherwise dispose of its products or services.

9 NOTICES

.1 Each Party shall designate one or more individuals, within its organization, as its representative(s) responsible to direct performance of such Party's necessary functions. Such representatives shall be responsible for the accomplishment of the requirements and responsibilities of the Parties under this Agreement.

.2 All notices, certificates, acknowledgments, and other reports hereunder shall be written or digitally-signed and shall be deemed properly delivered when personally delivered, mailed by certified or registered United States mail, or e-mailed to the other Party at its address as follows, or to such other address as either Party may, by signed notice, designate to the other Party.

Digital Signature Trust Co.
To the address specified on page 1
Attention: Legal Department
E-mail: legal@digsigtrust.com
Fax: (801) 246-4380

Novell, Inc.
To the address specified on page 1
Attention: Legal Department
E-mail: lawyer@novell.com
Fax: 801-861-6904

National Information Consortium, Inc.
To the address specified on page 1
Attention: Legal Department
Fax: 913-498-3472

10 RELATIONSHIP AMONG THE PARTIES

This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind other than a contractor team arrangement as set forth herein and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party shall have the authority to bind the other. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties, except as may be provided for in any subcontract agreed to among the Parties.

11 ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned or otherwise transferred by either Party in whole or in part without the signed prior consent of the other Party. Either Party hereto shall have the right to assign this Agreement, without prior approval, to any successor to such Party by way of merger or consolidation or the acquisition of substantially all of the entire business and assets of such Party relating to the subject matter of this Agreement, provided that such assignee shall remain liable and responsible to the other Party hereto for the performance and observation of all such obligations herein.

12 VALIDITY OF PROVISIONS

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

13 FORCE MAJEURE

Neither Party shall be liable to the other Party for non-performance of this Agreement, if the non-performance is caused by events or conditions beyond that Party's control and the Party gives prompt notice and makes all reasonable efforts to perform.

14 ENTIRETY OF AGREEMENT

.1 This Agreement constitutes the entire agreement, representation, and understanding of the Parties hereto and supersedes any and all previous understandings, commitments, or agreements, oral or written, related to the preparation of proposals or the award of contracts set forth herein.

.2 This Agreement shall not be amended or modified, nor shall any waiver or any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the Parties. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same.

.3 The section and paragraph headings contained herein are for convenience only, and shall not limit in any way the scope of any provision of this Agreement.

15 INTERPRETATION

The validity, construction, scope and performance of this Agreement shall be enforced and interpreted under the laws of the State of Utah.

16 ARBITRATION

All disputes relating to this Agreement shall be finally settled under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with such rules. The arbitrator shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement. Any such arbitration shall take place in Salt Lake City, Utah. The substantive law of any such arbitration shall be governed by the laws of Utah applicable to contracts made and to be performed in that state without regard to choice-of-law principles. The foregoing agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitrator shall have no authority to impose penalties or award punitive damages. Any award rendered by the arbitrator(s) shall be final and binding upon the Parties, and judgment may be entered upon such award in accordance with the applicable law in any court having jurisdiction thereof. The costs of arbitration shall be separately borne by each Party. The Parties agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Agreement, the Parties will proceed diligently with the performance of their respective work efforts. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator shall hold the existence, content, and result of the arbitration in confidence.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first indicated above.

For Digital Signature Trust Co.:

By: [signature]
Name: TRELL ROHOVIT
Title: VP. PRODUCT MGT
Date: 9/7/2000

For Novell, Inc.:

By: [signature]
Name: Richard A. Nortz
Title: Senior VP Worldwide Sales
Date: 10/23/00

For National Information Consortium, Inc.:

By: [signature]
Name: RICHARD L. BRAND
Title: PRESIDENT & CEO
Date: 10/23/2000

Approved By Novell Legal
By: [signature]
Date: 10/16/00

Exhibit A

Exhibit A to Teaming Agreement among Digital Signature Trust Co. ("DST"), Novell, Inc. ("Novell") and National Information Consortium, Inc. ("NIC").

The role and responsibilities of DST:

Contract requirements that relate to, deal with, are comprised of, or implement technology or solutions based on public key certification, Certification Authority infrastructure, and related hardware and network functionality.

The role and responsibilities of Novell:

Contract requirements that relate to, deal with, are comprised of, or implement technology or solutions based on directory database technology, design, and related software development and maintenance.

The role and responsibilities of NIC:

Contract requirements that relate to, deal with, are comprised of, or implement technology or solutions based on design, development and marketing of government-related, web portal solutions and related web site maintenance.