

Web Voting November - December 2006

Computer Society of India

122, T.V. Industrial Estate
S.K. Ahire Marg
Worli
Mumbai - 400 030
INDIA



DirectVote®

October 19, 2006
October 26, 2006 (revised)
November 1, 2006 (revised)
November 3, 2006 (revised)

Presented by:
Survey & Ballot Systems, Inc.
7653 Anagram Drive
Eden Prairie, Minnesota 55344

This proposal includes data that shall not be disclosed outside the Computer Society of India (CSI) and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If however, a contract is awarded to this offer or as a result of - or in connection with - the submission of this data, CSI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit CSI's right to use information contained in this data if it is obtained from another source without restriction.

Use or disclosure of information contained on this sheet is subject to the restriction on the title page of this proposal.

Computer Society of India

Web Voting November – December 2006

Prepared by:

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Survey & Ballot Systems, Inc. agrees to furnish the DirectVote® services described herein at prices proposed. Prices are valid 60 days from the date of the front cover of this proposal. The named person below is authorized to sign the proposal and enter into a contract on behalf of Survey & Ballot Systems, Inc.

Peter Westerhaus
Vice President
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pwesterhaus@gosbs.com

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EXHIBIT A
SERVICES AND ASSISTANCE
DirectVote® HYBRID ELECTION

SBS' key role is to bring validity, independent oversight, security, and accuracy to the balloting process. Ultimately, SBS will certify the election to CSI and maintain an auditable trail that supports the outcome.

I. SBS Responsibilities: SBS offers its services and assistance in working with CSI to develop, design, and post a balloting system on the web for CSI. These DirectVote® services include the following:

A. Web Services.

1. Advise and strategize with CSI on various facets of Web voting, including communications, security, online navigation, reporting and validating a Web election. Final decision-making will rest with CSI.
2. Design and post the constitutional amendments and slate of candidates and biographies online as a Web ballot.
3. Up to thirteen offices for 30 candidates.
4. Program Web voting scripts that will:
 - provide accessibility using a variety of hardware platforms, operating systems, and browsers;
 - meet Section 508 compliance for being accessible to persons that are visually impaired;
 - authenticate voters to ensure voter is eligible;
 - allow easy navigation to and from each page, candidates to biographies, etc.;
 - prohibit duplicate voting;
 - allow voters to submit and/or park ballots (save and complete later);
 - prohibit voters from submitting an invalid or out-of-parameter ballot;
 - provide a ballot review page before voters submit ballots;
 - provide an e-mail address for technical assistance;
 - provide "user-friendly" interfaces, including screens that can be printed by the voter in a "printer-friendly" format;
 - provide weekly reports outlining daily response rate;
 - provide comments box and satisfaction rating for members to record their Web voting experience after ballot submission.
5. Provide CSI with access to the site during the development phase for review and approval.
6. Provide internal and external testing and review period for the Web balloting materials to see that the systems meets specifications prior to final approval of the sites.
7. Generate unique and authentic passcodes for voting members.
8. Provide a verifiable level of security for Web and mail balloting. (e.g., protection against hackers and from view by unauthorized users, protection from data tampering, protection from electronic or physical data loss, etc.).
9. Provide 24/7 accessibility to the Web ballot site during the voting period. Post a notice that the polls have closed when the election is over.



10. Provide e-mail support to Web voters during business hours.
11. Monitor site activity and trends, and backup ballot files.
12. Close Web polls per election specifications.

B. Paper-Ballot Distribution Process:

1. Coordinate the receipt of broadcast e-mail text and materials.
2. Test data merge information for personalized message.
3. Coordinate e-mail message which includes personalized passcode information to eligible voting members.
4. Execute and monitor Broadcast e-mail process. This event will officially open the Web polls.
5. Execute and monitor two Reminder e-mails. Both reminders must have the exact same message/text (although passcodes will vary) and the schedule/dates for these emails are predetermined now and are not subject to change.
6. SBS will add a passcode field and an e-signature field to CSI's master Excel datafile. SBS will then populate these fields for each member and provide the entire datafile to CSI for printing and mailing ballots. (See item II.A.7. below.)

C. Project Execution.

Pre-Election

1. Receive and up-load CSI database on DirectVote™ system for project utilization.
2. Set-up databases for various project stages.
3. Program statistical software to tally the votes for each Office and report the results.
4. Test DirectVote™ tabulation program.

Voting Period

1. Open and secure the Web polls on agreed upon dates with CSI.
2. Monitor and maintain Web voting activity.
3. Download Web voting data records.
4. Confirm and verify voting data records.
5. Program and tabulate valid ballots.

Deliverables

1. Produce reports:
 - Summary page (number of voting members, number of ballots received, percent returned.)
 - Results page(s) number of votes for each candidate, percent of votes received for each candidate.
 - Results page(s) number of ballots cast.
2. Deliver the confidential election reports to CSI designated official.
3. Deliver a datafile of all members that have cast their vote electronically.
4. Deliver a datafile of all members that CSI cast votes using administrator privileges.



5. A statistical report showing paper/web votes and chapter/region participation percents.

Post Election – Disposition of Materials

1. Archive the data for twelve (12) months.

II. CSI Responsibilities

- A. In addition to making the final decisions on all aspects of the project, CSI agrees to assist SBS in rendering the outlined services in Exhibit A-1, by:
1. Publicizing the voting process to eligible members.
 2. Providing SBS with the necessary digital materials and files for development of the election package.
 - Providing SBS with a digital list of candidates, voting parameters, and offices that will appear on the ballot.
 - Providing CSI's logo.
 3. Reviewing and approving copy in a timely manner for printed materials.
 4. Providing SBS with a database of valid voting members in ASCII format, including all necessary information to complete election processes (distribution, slate composition for each voting member, reporting, etc.).
 5. Providing a CSI Member Services election contact to support all passcode related questions.
 6. Reviewing and approving Web election site.
 7. Preparing and mailing all paper ballots, These ballots will contain passcode and signature information that will enable CSI voters to enter the online ballot site and see only the slates they are eligible to vote on. The voting process will "open" when CSI mails the ballot materials. CSI will confirm with SBS that the online voting site is active prior to mailing and notify SBS when the materials actually go out in the mail.
 8. Processing returned paper/mail voting materials. CSI will receive and process paper ballots by entering actual votes on SBS' online voting site **after the election officially is closed**. SBS will provide CSI with an administrator's code at this time and CSI will enter all paper ballots into the web system. Note: In addition to the administrator's code, CSI will need to re-enter the member's unique passcode each time they submit a paper ballot on the website.

Post

**EXHIBIT B
PRELIMINARY TIMELINE
DirectVote® HYBRID ELECTION**

DATE	ACTION
3 November 2006	SBS receives authorization for DirectVote™ services from CSI and wires 60% of payment to SBS within 10 days of receipt of invoice .
31 October 2006	CSI delivers Office texts and candidate names/amendments exactly as they will appear on the ballot.
6 November 2006	SBS and CSI agree on basic Web ballot design and copy.
6 November 2006	CSI delivers member database and final candidate biographies/amendments properly formatted to SBS
10 November 2006	SBS completes the Web ballot for CSI's review and approval
10 November 2006 to 13 November 2006	SBS provides CSI with a testing period to evaluate the Web voting process.
19 November 2006 to 22 November 2006	CSI makes necessary adjustments to the ballot and tests the ballot with SBS
27 November 2006	CSI gives final authorization to SBS Web design.
1 December 2006	SBS executes broadcast e-mail and opens Web balloting site. CSI sends out paper ballots, including passcodes for online voting, to all members.
1 December 2006 to 30 December 2006	SBS monitors and maintains Web voting activity. SBS issues one reminder email to non-voters on 14 December and one on 21 December .
30 December 2006 18:30 hours GMT +5:30 hours	SBS closes Web balloting site and enables CSI to enter the site with an administrator code to enter paper ballots
31 December 2006 18:30 hours GMT +5:30 hours	CSI completes entering paper ballots on the website and SBS closes the site from any entry SBS closes Web balloting site and enables CSI to enter the site with an administrator code to enter paper ballots.
2 January 2007 Midnight GMT +5:30 hours	SBS tabulates and notifies CSI that results are complete. CSI wires 40% of payment to SBS, plus any additional charges approved by CSI. SBS will certify the results and send the final reports to CSI via email.

Asst

XHIBIT C
ADDITIONAL SERVICES
DirectVote® HYBRID ELECTION

During the terms of this Agreement, CSI may elect to receive any of the following additional DirectVote® services from SBS at the following rates:

- **Development:** SBS understands that the design and the development of all project materials, both web and paper may be subject to change right up to the last minute before publishing the live project. SBS will be flexible to accommodate all changes, as CSI needs them. After receiving the necessary ballot package changes from CSI, minor changes requested by CSI, requiring 60 cumulative minutes or less, will be made free of charge. More detailed changes and/or newly requested changes by CSI, requiring more than 60 cumulative minutes, will be documented and charged accordingly by SBS in the subsequent invoice.
- **Programming and Reporting Outside of Contract:** Per Specification
- **Additional Reminder e-mails:** \$300/each

Doof

EXHIBIT D
COMPENSATION AND PAYMENT SCHEDULE
DirectVote® HYBRID ELECTION

For DirectVote® Services rendered herein, CSI shall pay Survey & Ballot Systems, Inc. the following compensation, not including shipping, postage, USPS fees, or applicable taxes:

Project cost payable by CSI: \$6,000.00 (US)*

***As part of SBS' compensation CSI's Nominations Committee Chairman agrees to participate in an online interview with SBS. This interview will be used by SBS to write and publish a case study about CSI's experience with DirectVote®.**

The Compensation shall be paid pursuant to the following payment schedule:

<u>Event</u>	<u>Amount</u>	<u>Payment</u>
Upon Approval of Contract	60% Due (\$2,976 US plus an India Tax Deduction Certificate for \$624)	NET 30
SBS ships ballots and labels	40% Due (\$2,400 US)	NET 30

Payment for any additional services requested by the customer will be invoiced during the month such services are delivered with net thirty (30) days for payment.



**SURVEY & BALLOT SYSTEMS, INC.
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the 3rd (day) of November (month), Two Thousand & Six (year), by and between Survey & Ballot Systems, Inc., a Minnesota, USA corporation ("SBS") and the Computer Society of India (CSI). *[Signature]*

WHEREAS, SBS is in the business of conducting employee and customer satisfaction surveys, censuses, and course evaluations for clients and managing board and bylaw elections for professional associations;

WHEREAS, CSI desires to retain SBS to provide certain services on its behalf more specifically described herein.

NOW THEREFORE, for and in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, SBS and CSI intending to be legally bound agree as follows:

1. **Services to be Rendered.** SBS agrees to perform the DirectVote® services set forth on Exhibit A attached hereto for CSI (collectively referred to as the "Services") and provide the necessary labor for providing such Services. CSI agrees to provide assistance to SBS in providing the Services as specifically set forth on Exhibit A attached hereto. SBS shall perform the Services in accordance with the timeline set forth on Exhibit B attached hereto. Upon CSI's written request, SBS will provide CSI with additional services as described on Exhibit C ("Additional Services"). The costs for such Additional Services are set forth on Exhibit C.
2. **Compensation for the Services.** For the Services rendered hereunder, CSI agrees to pay SBS the compensation as set forth on Exhibit D attached hereto ("Compensation"). CSI shall pay the Compensation to SBS pursuant to the payment schedule set forth on Exhibit D attached hereto.
3. **Reimbursement of Expenses.** During the term of this Agreement, CSI will reimburse SBS monthly for all reasonable, expenses pre-approved by CSI in writing and incurred by SBS on behalf of the CSI in providing the Services herein.
4. **Term and Termination.** The term of this Agreement shall be effective as of the date first written above and will expire upon completion of the Services, unless otherwise terminated pursuant to this Section.
 - 4.1. **Termination by CSI for Convenience.** CSI may terminate this Agreement for any reason upon thirty (30) days written notice of such termination to SBS. Upon such termination, CSI will remain liable for the entire balance of earned Compensation for Services completed hereunder plus reimbursable expenses accrued by SBS prior to receipt of the notice of termination from CSI. The balance of earned Compensation shall be due within

thirty (30) days following the termination of this Agreement by CSI.

4.2. **Termination as a Result of Default.** If either party defaults in the performance of any term or condition hereof, or does or permits anything to be done contrary to any term or condition hereof, and such default continues uncured for a period of fifteen (15) days following written notice thereof from the non-defaulting party to the defaulting party, then the non-defaulting party may terminate this Agreement upon written notice and pursue any other remedy available in law or in equity.

4.2.1. **Payment Following Default by SBS.** Upon termination by CSI as a result of SBS' default, CSI will remain liable for only those charges accrued prior to the termination date for work completed by SBS, and for any reimbursable expenses incurred by SBS prior to the date of termination.

4.2.2. **Payment Following Default by CSI.** Upon termination by SBS as a result of CSI's default, CSI will remain liable for the entire balance of unpaid Compensation for completion of Services hereunder plus reimbursable expenses accrued by SBS prior to receipt of the notice of termination from CSI. The balance of unpaid Compensation shall be due within thirty (30) days following the termination of this Agreement by SBS.

4.3. **Effect of Termination.** The parties agree that the terms and conditions set forth in Sections 6, 7 and 8 of this Agreement and this Section 4 shall survive termination of this Agreement for any reason. In the event any suit or other action is commenced to construe or enforce any provisions of the Agreement, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be paid by the other party a reasonable sum for attorney's fees and costs. In the event of termination of this Agreement, SBS shall deliver to CSI all materials provided by CSI to SBS, any copies thereof, all materials prepared for CSI, and any monies that CSI paid to SBS but for which charges had not been accrued prior to the termination date.

5. **Independent Contractor.** SBS and CSI acknowledge and agree that SBS is an independent contractor of CSI, and not in an employer-employee relationship or joint venture with CSI. Neither party hereto shall have the authority to bind the other party or otherwise incur liability on behalf of the other party unless expressly set forth in this Agreement. CSI will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to SBS or the employees, agents or contractors of SBS. Further, each party hereto agrees that neither party is responsible for collecting or withholding federal, state or local taxes, including income tax and social security, for the other party.

6. **Confidential Information.** SBS agrees that any information SBS receives or reviews concerning CSI, including, but not limited to, any information concerning CSI's past, present and future research, marketing, development, operations and business activities, and any other information or material proprietary to CSI of which SBS may obtain knowledge or access from CSI during the performance hereunder by SBS (hereinafter "Confidential Information") is proprietary and confidential to CSI. SBS agrees, on behalf of itself and all of its agents, to hold

in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except as may be agreed in writing in advance between SBS and CSI. Confidential Information shall not include any information that: (i) was in the possession of SBS before receipt from CSI; (ii) is or becomes a matter of public knowledge through no fault of SBS; (iii) is rightfully received by SBS from a third party without a duty of confidentiality; or (iv) is disclosed under operation of law, except that SBS will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide CSI notice of such possible disclosure prior to disclosure in order to give CSI an opportunity to contest such disclosure.

7. **Ownership of Business Process and Data**

7.1. **Ownership of Business Process**. During the term of this Agreement, CSI may have access to the intellectual property and internal business processes of SBS including, without limitation, SBS' methods of providing internet and paper-based data gathering and reporting services for elections, surveys, course evaluations, employee surveys, reader surveys, continuing education credit, and school surveys ("Business Process"). Ownership of all right, title, and interest in and to the Business Process, including translations, compilations, partial copies, modifications and updated works and ownership of all patents, trade secrets, copyrights and other intellectual property rights pertaining thereto, and the programmed scripts used in scanning, editing and reporting, shall be and shall remain confidential and the sole property of SBS.

7.2. **New Works**. The parties hereto recognize that in rendering the Services hereunder, the documents and reports delivered by SBS to CSI is part of a dynamic and creative process and may result in the development of original works including, but not limited to, software, analysis techniques and methodologies, reports and report formats ("New Works"). CSI agrees that all such New Works are proprietary to SBS and SBS shall retain any and all ownership rights in such New Works.

7.3. **Ownership of Data**. Any and all information submitted to SBS by CSI for purposes of providing the Services herein and all hard copy forms and electronic data files generated for CSI under this Agreement (the "Data") shall remain the sole property of CSI during and after the term of this Agreement. SBS shall use the Data submitted by CSI for the sole purpose of rendering the Services to CSI hereunder.

7.4. **Content of Data**. SBS shall not be responsible under any circumstances for the content of the Data provided by CSI and CSI acknowledges that SBS has not undertaken or assumed any duty of advising, proofing or supervising the content of the Data. Any changes, modifications or other revisions to the Data shall be made by CSI in CSI's sole discretion.

8. **Warranty**

8.1. **Limitation of Liability**. SBS hereby represents and warrants that SBS: (i) is not

subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement; and (ii) possesses the proper skill, training, experience and background so as to be able to perform under this Agreement in a competent and professional manner. SBS guarantees that the Services performed hereunder shall be of the highest quality. In the event that SBS incorrectly inserts any Data in CSI's data files or other materials, CSI's exclusive remedy shall be to require SBS to correct the data files and/or replace such other materials for CSI. IN NO EVENT SHALL SBS BE LIABLE FOR ANY LOSS OF PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF SBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. IN NO EVENT SHALL SBS' LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID TO SBS BY CSI UNDER THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2. Indemnification – SBS shall indemnify, defend, and hold harmless CSI, its Sections, Branches, Institutes, officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which CSI, its Sections, Branches, Institutes, officers, directors, employees, members and agents, and each of them, may incur arising out of any act, omission, breach of this Agreement, or other activity conducted by SBS or its agents in connection with this Agreement.

9. Miscellaneous

9.1. Assignment. SBS may not assign this Agreement without the prior written consent of CSI.

9.2. Entire Agreement. This Agreement contains the entire agreement between CSI and SBS with respect to the Services. All prior agreements and understandings are superseded hereby.

9.3. Amendment; Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

9.4 Notices. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed at the addresses provided on the signature page.



9.5 Governing Law. The provisions of this Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota and the United States of America. The parties hereby submit and consent to the jurisdiction of the courts of the United States of America and the State of Minnesota in any dispute arising out of this Agreement.

9.6. Severability. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited, illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.

9.7. Limited Use of CSI's Name. SBS agrees that its use of CSI's name will be limited to identifying CSI on a list of clients of SBS on promotional materials of SBS and/or provide a general description of the Services provided herein, provided that CSI's name is not given more prominence than any other client name contained in the promotional materials. Otherwise, neither party may advertise or promote itself using the name, mark or description of the other party, without the written consent of the other party in the case of each such use.

IN WITNESS WHEREOF, this Services Agreement is executed as of the day and date first written above.

CSI:
COMPUTER SOCIETY OF INDIA

SBS:
SURVEY & BALLOT SYSTEMS, INC.

By: *Harish Kumar Parshy*

By: _____

Its: *President*

Its: _____

Date: *3rd November 2006*

Date: _____

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INDIA

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7653 Anagram Drive
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UNITED STATES OF AMERICA