

**21-68067 Security Controls Audit Services
ATTACHMENT E BUSINESS PROPOSAL**

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

JANUS is an independent, privately-owned information security specialty consulting/audit/assessment company and is the longest operating cyber and data security company in America. Although we are certified by a variety of state and local government bodies as a woman-owned, small business JANUS has remained in business for over 32 years due to the excellence of our offerings, our dedication to our clients, our vendor neutral results, and our ability to compete successfully with the largest security consulting organizations. JANUS focuses on information security, business resilience, IT needs assessments/audits and strategy as well as associated services as our core business and possesses all the depth and experience required to fulfill the Lottery's requirements for this project. We are also vendor-neutral, so will remain totally focused on Lottery needs and only the Lottery's needs, not selling software/hardware, legal, accounting, or implementation services.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

JANUS Software, Inc. (d/b/a JANUS Associates is a C Corporation organized under the laws of the State of Florida (please see Attachment A – JANUS Certificate of Good Standing).

For over 32 years JANUS has provided security/risk/vulnerability assessments/audits, penetration tests, and gap analyses for a variety of large, critical institutions and lotteries/gaming operations. In addition, we regularly perform assessments and penetration tests for U.S. federal agencies and a wide variety of states and commercial enterprises. A sample group of JANUS' security consulting clients includes organizations as:

Gaming/GTECH clients such as:

- Minnesota State Lottery
- Mohegan Sun Casino
- Navajo Nation
- Gila River Hotels and Casinos
- Massachusetts PCI with GTECH

- Capital District Transportation Authority
- Oregon State Lottery
- Connecticut State Lottery Corporation

State/county/city government organizations such as:

- Commonwealth of Massachusetts
- Commonwealth of Pennsylvania
- Commonwealth of Virginia
- New York State
- State of Delaware
- State of Maryland
- State of Minnesota
- State of North Carolina
- State of Oregon
- State of South Carolina
- State of Texas
- State of Vermont
- State of Wisconsin
- Washington State
- State of Wyoming
- Broward County (FL)
- Charles County (MD)
- Howard County (MD)
- Putnam-Westchester County (NY)
- Madison County (IL)
- Naperville (IL)
- New York City
- Baltimore County

Federal government clients such as:

- Centers for Medicare & Medicaid Services (CMS)
- Social Security Administration (SSA)
- Department of the Interior (DOI)
- Federal Trade Commission (FTC)
- National Institute of Standards and Technology (NIST)
- Federal Deposit Insurance Corporation (FDIC)
- Federal Reserve Board (FRB)
- Railroad Retirement Board (RRB)

Healthcare clients such as:

- Memorial Sloan Kettering
- Health & Hospitals Corporation of New York
- Texas A&M Health Center
- MD Anderson Cancer Center
- The Iowa Institutes
- The Long Island Home/Brunswick Hospital

- Department of Health & Human Services (S. Carolina)

Insurance clients such as:

- Aetna
- The Hartford
- AXA
- Travelers
- BCBS organizations in Florida, Arkansas, New York, Pennsylvania, Washington/Alaska, South Carolina

Education clients such as:

- Charles County Public Schools (Maryland)
- Wor-Wic Community College (Maryland)
- College of Southern Maryland
- Frederick County Public Schools (Maryland)
- Sailor Network (Maryland educational and library backbone network)
- Texas State Technical College
- Texas Tech University Health Sciences Center
- University of Texas
- State University of New York Buffalo
- Harford County Public Schools (Maryland)
- Community College of Baltimore County
- Mohawk Valley Community College (New York)
- Anne Arundel Community College (Maryland)
- Prince George's Community College (Maryland)
- California State University at Sacramento
- Sacred Heart University
- University of Wisconsin-Madison
- University of California at Berkeley
- The McCormack Institute of the University of Massachusetts
- University of Central Arkansas

Utilities such as:

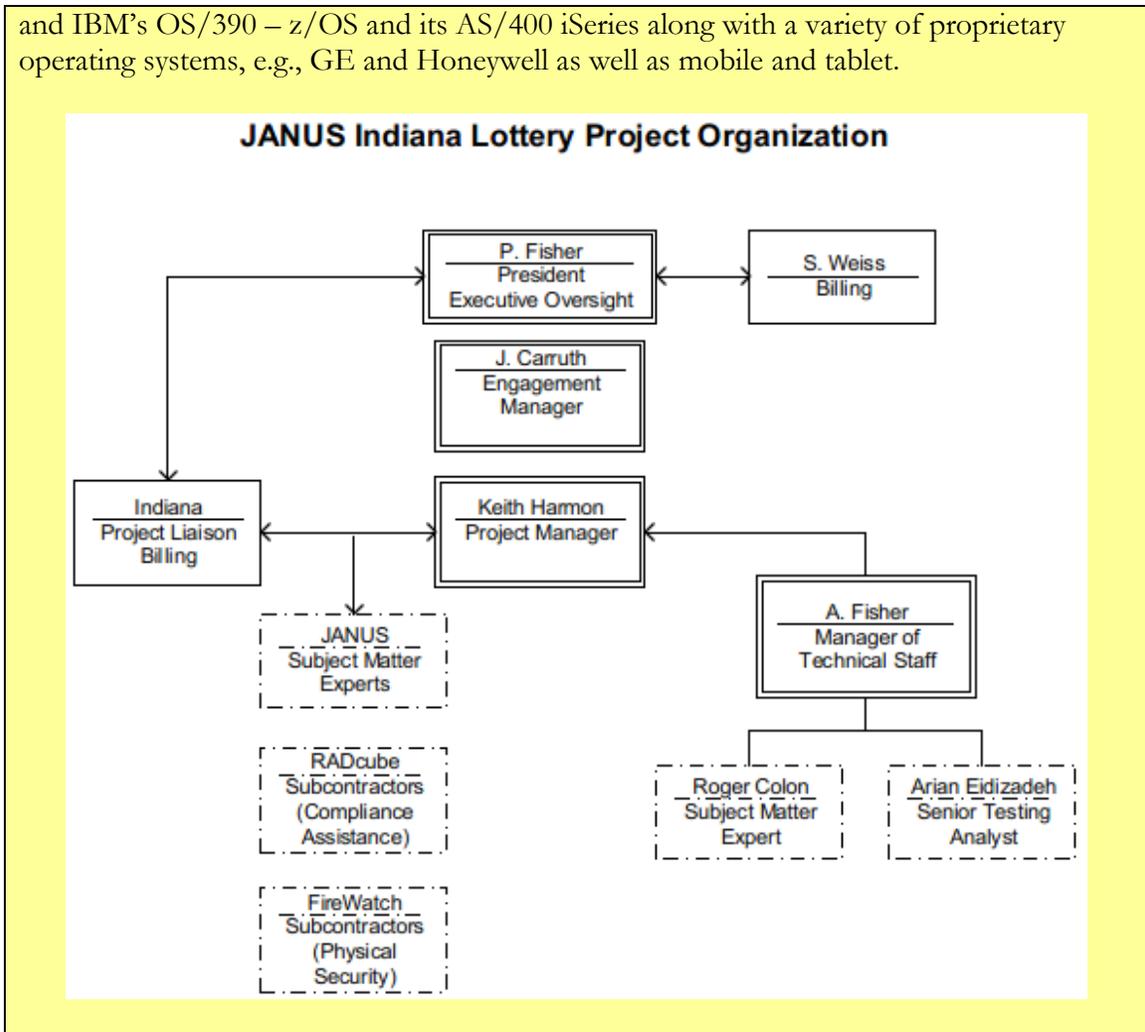
- Santee Cooper Power Company of South Carolina
- Occidental Petroleum
- Pacific Gas and Electric
- New York Power Authority

Not-for-profits such as:

- The Brookings Institution
- Amnesty International
- Save the Children
- The Pine Street Inn of Boston (the largest homeless shelter system in the U.S.)

The breadth of JANUS' technical consulting work includes virtually every business process and every information system. Our extensive knowledge of information systems includes all major technical platforms: Windows (all versions), UNIX, Linux, Macintosh,

and IBM's OS/390 – z/OS and its AS/400 iSeries along with a variety of proprietary operating systems, e.g., GE and Honeywell as well as mobile and tablet.



2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

Please see Attachment B – JANUS D&B Comprehensive Insight Plus Report.

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular

areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Patricia A. P. Fisher, President & CEO of JANUS Software, Inc., d/b/a JANUS Associates takes personal responsibility for the thoroughness and correctness of any and all financial information supplied with this proposal.

2.3.5 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.5.

JANUS accepts all mandatory contract terms.

JANUS respectfully requests a waiver to Section 4.5 Faithful Performance Bond that states: *Pursuant to IC 4-30-8-5, Contractor, as a major procurement Contractor, shall furnish to the Lottery a Performance Bond at the time of the execution of this Contract equal to the full amount estimated to be paid annually under this Contract. The Performance Bond may be in the form of an unconditional, irrevocable letter of credit, cash deposited in the form of either a cashier's check, certified check, a surety bond, or securities satisfactory to the Lottery. Any change in work, extension of time or termination of this Contract, if any, made pursuant to this Contract shall in no way release the Contractor or any of its sureties from any of their obligations. Such bond shall contain a waiver of notice of any change to this Contract. The bond shall remain in effect throughout the initial term and any and all extension terms of this Contract. Notwithstanding any other provisions relating to the beginning of the term, this Contract will not become effective until the Performance Bond required by this section is delivered in the correct form and amount to the Lottery. Contractor will forfeit the Performance Bond or a portion thereof if Contractor fails to perform pursuant to the terms of this Contract.*

As the oldest continuously operating security consultancy in the nation, JANUS has an unblemished record of performance with our clients including the CT State Lottery Corporation, the OR State Lottery Commission, and multiple engagements with the MN State Lottery. JANUS is a certified woman-owned small business and is able to offer the highest quality services at extremely low costs by carefully controlling our expenses and cash flow. Posting a Performance Bond by an irrevocable letter of credit or one of the other methods described above would create an undue financial hardship for our firm. We urge the selection committee to consider this request and as part of its due diligence, contact our references to confirm the quality of our work and our ability to meet or exceed all areas of our contracts with those clients.

2.3.6 References - Reference information is captured on ATTACHMENT H Respondent should complete the reference information portion of the ATTACHMENT H which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of ATTACHMENT H should be completed by the reference and emailed **DIRECTLY** to the State. The State should receive three (3) ATTACHMENT Hs from clients for whom the Respondent has provided products and/or services that are the same or similar to products and/or

services requested in this RFP. ATTACHMENT H should be submitted to idoareferences@idoa.in.gov. Attachment H should be submitted no more than five (5) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	Minnesota State Lottery
Company Mailing Address	2645 Long Lake Road
Company City, State, Zip	Roseville, MN 55113
Company Website Address	https://www.mnlottery.com/
Contact Person	Ben Freedland
Contact Title	General Counsel
Company Telephone Number	651-635-8213
Company Fax Number	
Contact E-mail	ben.freedland@mnlottery.com
Industry of Company	Gaming
Customer 2	
Legal Name of Company or Governmental Entity	Gila River Hotels & Casinos
Company Mailing Address	P.O. Box 6790
Company City, State, Zip	Chandler, AZ 85246
Company Website Address	https://playatgila.com/
Contact Person	Christopher McCarey
Contact Title	Director of IT Security/CISO
Company Telephone Number	520-796-7161
Company Fax Number	
Contact E-mail	christopher.mccarey@gila.casino
Industry of Company	Hospitality and Gaming
Customer 3	
Legal Name of Company or Governmental Entity	Connecticut Lottery Corporation
Company Mailing Address	777 Brook Street
Company City, State, Zip	Rocky Hill, CT 06067
Company Website Address	https://www.ctlottery.org/
Contact Person	Steve Wagner
Contact Title	Director, Information Technology
Company Telephone Number	860-713-2734
Company Fax Number	
Contact E-mail	steve.wagner@ctlottery.org
Industry of Company	Gaming

2.3.7 Registration to do Business - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this

office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Upon award and prior to contract negotiations, JANUS will register to do business with the State of Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. JANUS is not registered at this time because there has not been a need to do so.

2.3.8 Authorizing Document - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Patricia A. P. Fisher, President & CEO of JANUS is legally authorized to commit JANUS contractually. Please see Attachment C – JANUS Articles of Incorporation and Bylaws.

2.3.9 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any

responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

JANUS has established formal Teaming Agreements and will be structuring two arms-length subcontracts with both RADcube a Sahasra Technologies Corp. d/b/a STLogics and FireWatch Solutions, Inc. as our two certified small business partners. The team members from these organizations will be managed by Keith Harmon, our project manager with executive oversight from Patricia Fisher. Amount of subcontract: RADcube - 30 hours (6.2%); FireWatch 23 hours (4.75%).

STLogics (RADcube) was formed in the State of Massachusetts and is currently incorporated and headquartered in the State of Indiana. STLogics is registered with the State of Indiana as an MBE/WBE – Bidder ID #0000027711. Address: 1119 Keystone Way, Suite 301, Carmel, IN 46032

RADcube's risk and compliance auditors will utilize ISO 27001 and the World Lottery Association industry standards for Information Security Management System (ISMS) for the assigned compliance and on-site interviewing tasks intended to further your information security needs. RADcube is an experienced Indiana information security firm that has conducted and delivered compliance projects for organizations and government agencies maintaining the security, integrity, compliance, and availability of their critical IT assets with a proven record of industry leading innovations. Radcube understands what is needed for this project and under JANUS' overall project guidance will provide the detailed findings of non-compliant areas and systems that the Lottery requires.

Some of the notable State government clients to whom we have provided these services include the Department of Child Services – State of Indiana, EOHHS – State of Massachusetts and DoH- State of Florida.

FireWatch was formed in the State of California. FireWatch is a Veterans Affairs certified Service-Disabled Veteran-Owned Small Business (SDVOSB). Address: 555 N. El Camino Real, #A345, San Clemente, CA 92672

FireWatch Solutions is well versed with conducting physical security assessments taking a holistic view of the human and technical elements that make up a protective posture. Integrating special operations and private security experience, our employees understand the multifaceted components required to keep facilities and personnel safe in a fluid risk environment. FireWatch examines the full spectrum of physical security to include:

- Screening, vetting, and onboarding of new security staff
- Policies, procedures, and protocols
- Security staff training levels
- Access control measures, perimeters, barriers
- Camera surveillance systems

- Security lighting
- Environmental systems
- Emergency response systems
- Sensitive material storage
- Liaison with external agencies
- Business continuity plans/data backup plans

Please see Attachment D – Teaming Agreements.

2.3.10 Evidence of Financial Responsibility – NOT APPLICABLE

2.3.11 General Information - Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	JANUS Software, Inc., d/b/a JANUS Associates
Contact Name	Patricia A. P. Fisher
Contact Title	President & CEO
Contact E-mail Address	patfisher@janusassociates.com
Company Mailing Address	2 Omega Drive
Company City, State, Zip	Stamford, CT 06907
Company Telephone Number	203-251-0200
Company Fax Number	203-251-0222
Company Website Address	https://janusassociates.com/
Federal Tax Identification Number (FTIN)	59-3026157
Number of Employees (company)	16
Years of Experience	32
Number of U.S. Offices	JANUS is headquartered in Stamford, CT and has 9 other office locations throughout the United States
Year Indiana Office Established (if applicable)	N/A
Parent Company (if applicable)	N/A
Revenues (\$MM, previous year)	2019 - \$2,026,949.00
	2018 - \$2,698,581.00
Revenues (\$MM, 2 years prior)	2017 - \$2,294,995.00
% Of Revenue from Indiana customers	None

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes. The Disaster Recovery Plan contains significant confidential information which we will be happy to provide privately for review.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

JANUS is highly concerned about our clients' data and always takes precautions in holding or transmitting data. We provide a secure web portal for client documentation to avoid using the Internet or mail. We can deposit deliverables in this portal for secure delivery of results.

As specialists in security, networking, and recovery, we understand the need for protection of client materials. Client electronic materials are kept secured within an access-controlled data center so that no client materials can be exposed to unauthorized users. Printed materials are in locked cabinets, not left in the open and all client-related hardcopy materials are shredded prior to disposal.

As experts in cyber security, each employee is much more attuned to security needs than is an average company's employees. No one needs to force our employees to change passwords (or for them to be robust). Every person uses a proximity card badge as a matter of course every day. We operate in a Windows server environment with high levels of security implemented. New generation firewalls (that are regularly monitored and tested) prevent unauthorized outsiders from accessing files and appropriate access privileges prevent unauthorized insiders from the same. Electronic files where client data are stored are in a locked-down file structure in a secure data center with only those who have a "need-to-know" having access.

In addition, when at a client site all our consultants work with encrypted laptops. Where "flash sticks" are utilized, these are also encrypted. The latest patches are applied prior to the laptops leaving our offices. Typically, prior to leaving a client site, all client data are loaded into a protected repository through a secure portal and the laptop is sanitized. In this manner, client data are not subject to loss or theft. Although this is perhaps over and above requirements for vendors, we take our responsibility as a security company very seriously and understand that we have a requirement to protect your information.

All our employees have signed confidentiality agreements and ethics statements which we also take seriously and all client materials are stored in files based on "need-to-know" prior to access being allowed.

While transferring documentation and reports back and forth between clients and our infrastructure, we encourage use of our secure web portal which will be established for the Lottery for this specific task at the beginning of the project. Thus, documents can be quickly checked in or out with version control to ensure security and speed. Access to this portal is also established on a "need-to-know" basis.

2.3.12 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

JANUS has a great deal of experience servicing state governments, including state lotteries for Connecticut, Minnesota, and Oregon. State and quasi-government clients include: Texas, Oregon, Wyoming, Wisconsin, Minnesota, Arkansas, Rhode Island, New York, Connecticut, Massachusetts, Vermont, Pennsylvania, Delaware, North Carolina, South Carolina, and Georgia plus a variety of local government entities in additional states.

2.3.13 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

JANUS serves a wide variety of clients in state and private industry with similar projects and which are at a comparable size to the Indiana Lottery. Items 2.3.2 and 2.3.12 contain the names of state governments in which JANUS has a strong presence and, since this type of project is a core business line for JANUS, we have a long list of federal agencies and commercial customers of comparable size.

All of the clients identified in 2.3.12 have conducted a project consisting of all the elements except the Daily Draw review (only two of the lotteries requested this service).

2.3.14 Indiana Preferences - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Approval will be system generated and sent to the point of contact email address provided within the Bidder Registration profile. This is to be attached as a screen shot (copied/pasted) for response evaluation.

Buy Indiana.

Refer to Section 2.7 for additional information.

N/A

2.3.15 Payment - Please provide the requested information in RFP Section 2.3.15.

JANUS has the ability to accept credit cards although none of our clients currently utilize this structure since they find it easier to initiate Electronic Funds Transfers with us.

Attachment A – JANUS Certificate of Good Standing

***State of Florida
Department of State***

I certify from the records of this office that JANUS SOFTWARE, INC. is a corporation organized under the laws of the State of Florida, filed on February 26, 1990.

The document number of this corporation is L52980.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 13, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of April, 2021*



Randy Bee
Secretary of State

Tracking Number: 0379924157CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment B – JANUS D&B Comprehensive Insight Plus Report



JANUS SOFTWARE, INC. DUNS: 80-378-3315

Dashboard

Company Info

Address: 2 Omega Dr Stamford, CT 06907	Phone: (203) 251-0200	DBA's: JANUS ASSOCIATES
Mailing Address:	Fax:	URL:
		Location Type: Headquarter

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 79 ▲	Score 594 ▼	Class 1	Score 1586 ▲	Class 1	Recommendation \$40K	Rating 1R2

Payments Summary

Current PAYDEX®:	79	Equal to 2 days beyond terms
Industry Median:	79	Equal to 2 DAYS BEYOND terms
Payment Trend:	↔	Unchanged, compared to payments three months ago
Total payment Experiences in D&Bs File (HQ):	11	
Payments Within Terms (not dollar weighted):	88%	
Average Highest Credit:	7,625	
Largest High Credit:	25,000	
Highest Now Owing:	2,500	

Scores

PAYDEX®



Understanding My Score

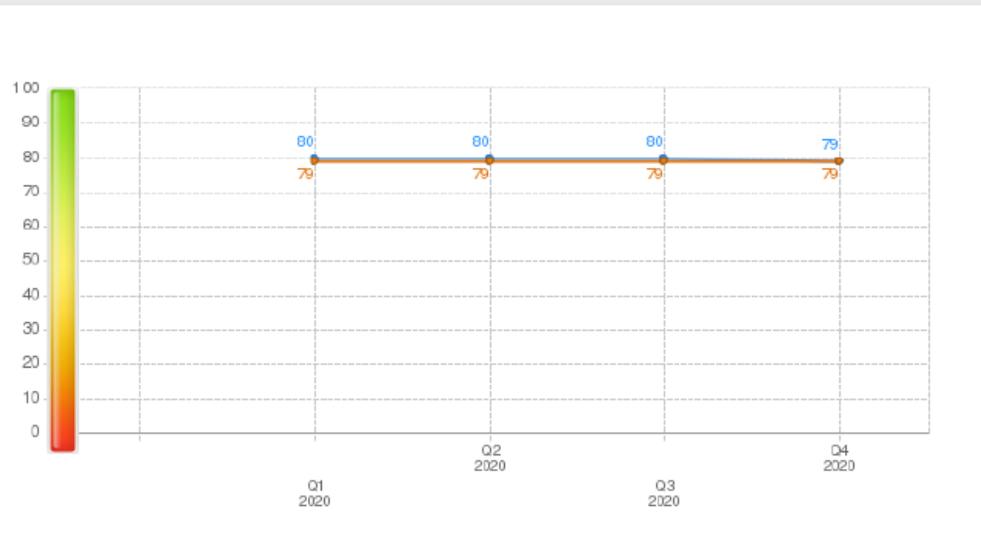
Payment History

Total (Last 12 Months): 11

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
02/2021	Ppt	\$25,000	\$2,500	\$0		1 mo
02/2021	Ppt	\$500	\$0	\$0		2-3 mos
02/2021	Ppt-Slow 30	\$0	\$2,500	\$0		1 mo
01/2021	Ppt	\$2,500	\$2,500	\$0		1 mo
11/2020	(005)	\$500	--	--	Cash account	6-12 mos

Key			
PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trending & Industry Comparison



• This Company (79) • Industry Median: (79)

	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021
This Company	80	80	80	80	80	80	80	80	80	80	78	79
Industry Quartiles												
Upper	80	--	--	80	--	--	80	--	--	80	--	--
Medium	79	--	--	79	--	--	79	--	--	79	--	--
Lower	71	--	--	70	--	--	70	--	--	69	--	--

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 79 , or equal to 2 days beyond terms
- The 12-month high is 80 , or equal to ON TERMS terms.
- The 12-month low is 78 , or equal to 3 days beyond terms.
- The present industry median score is 79 , or equal to 2 days beyond terms.

- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Delinquency Predictor Score



Understanding My Score

Incidence of Delinquent Payment:

Among Companies with this Classification: **1.10%**
 Average compared to business in D&B's database: **10.20%**
 # of Trade experiences exist for this company: **11**

Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Proportion of slow payments in recent months

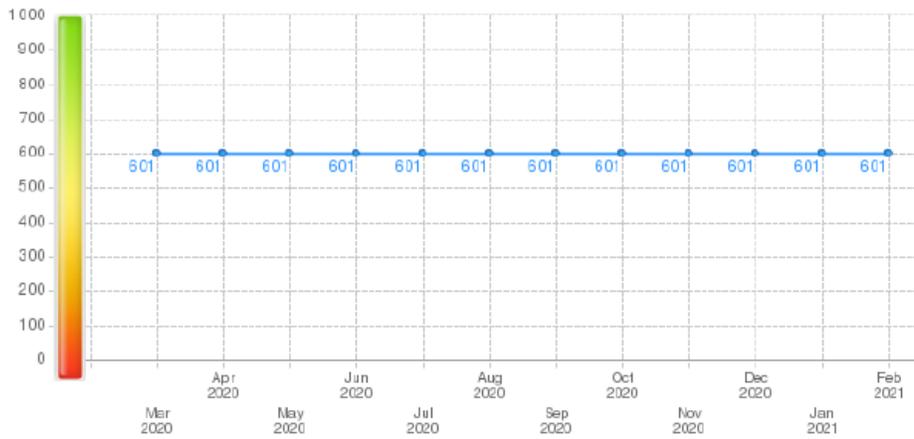
Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

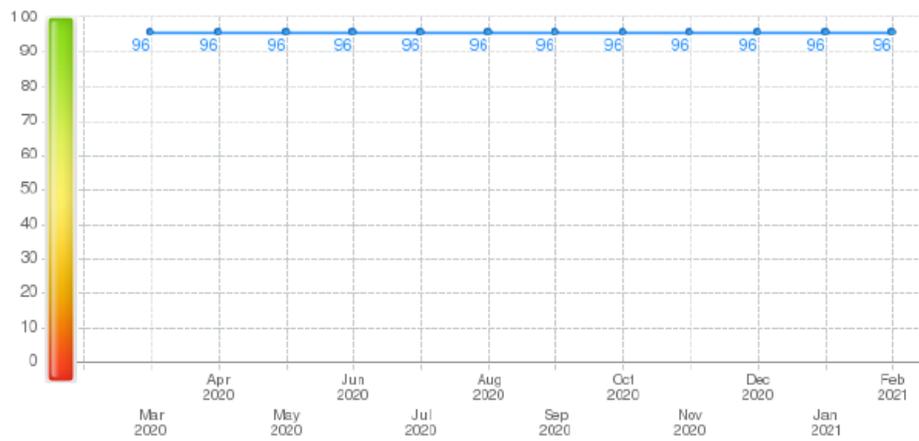
Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



• My Company (594)

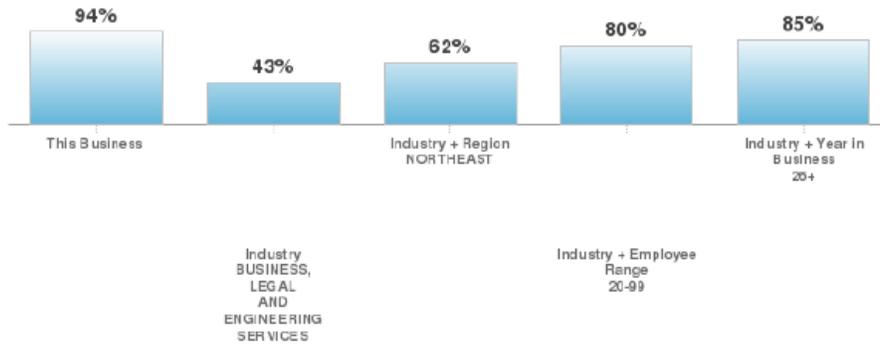
Trends - Percentile, 12 Month



• My Company (94%)

Industry Comparison

This section is currently blank, intended for industry comparison data.



This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.03%**
 Average compared to business in D&B's database: **0.48%**
 # of Trade experiences exist for this company: **11**

Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

UCC Filings reported.

Higher risk legal structure.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

Notes:

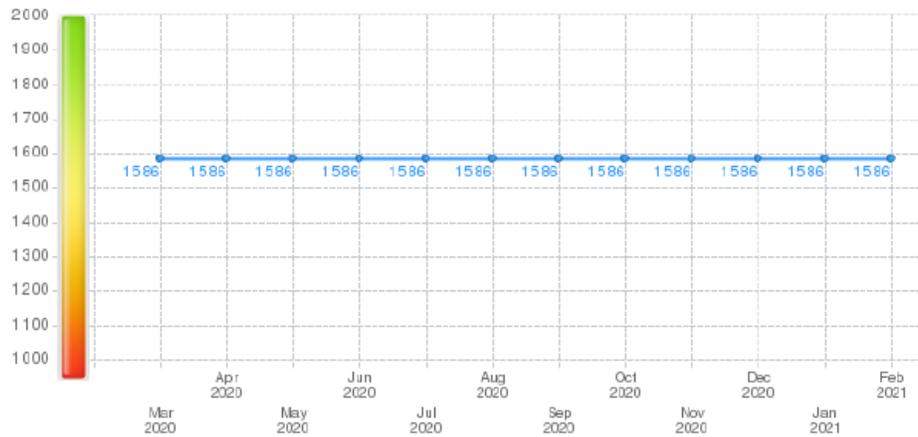
- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

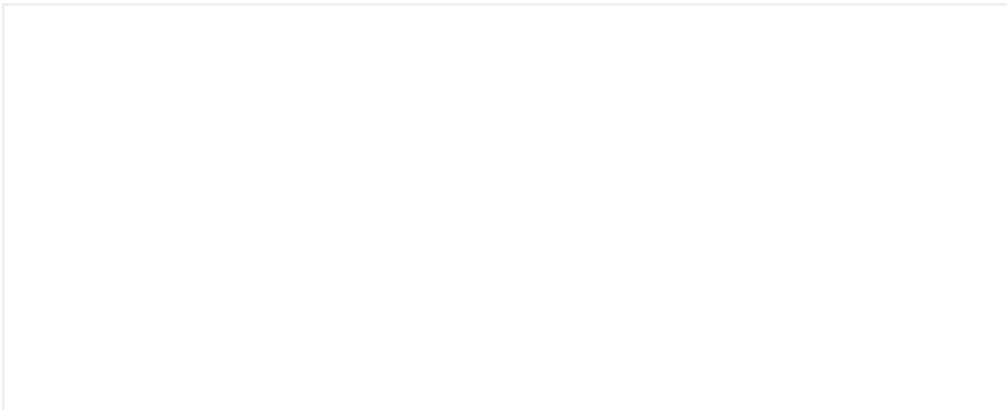
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

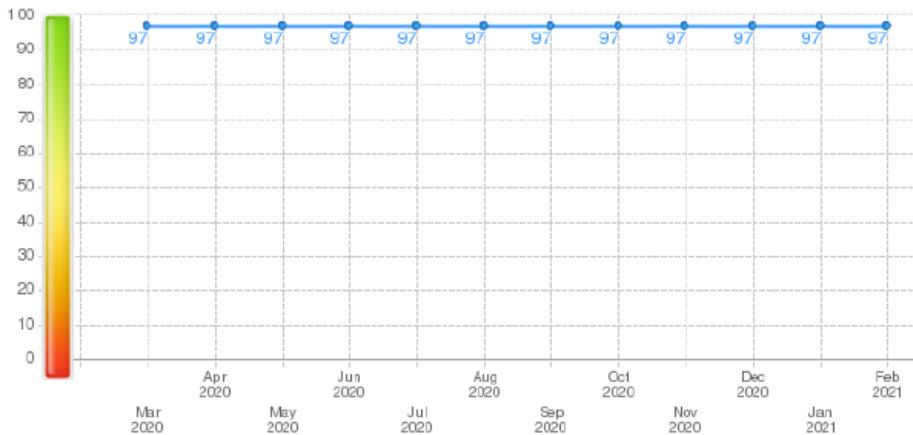
Trends - Scores, 12 Month



• My Company (1,586)

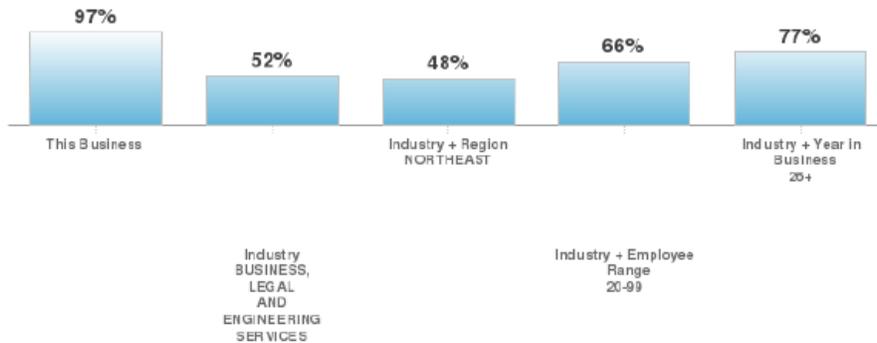
Trends - Percentile, 12 Month





• My Company (97%)

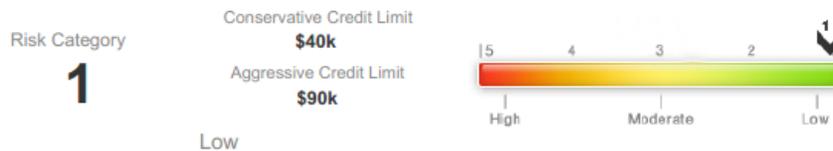
Industry - Comparison



This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Credit Limit Recommendation



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating
1R2

Number of employees: **1R indicates 10 or more employees**
Composite Credit Appraisal: **2 is good**

D&B Rating	Date Applied
1R2	2017-06-27
1R3	2015-08-21
1R2	2013-12-30
1R3	2013-05-02
1R2	2009-02-05
--	1993-05-12

Understanding My Score

Factors Affecting Your Score

of Employees Total: **57 (13 here)**

Payment Activity (based on 11 experiences):

Average High Credit: **\$7,625**

Highest Credit: **\$25,000**

Total Highest Credit: **\$31,350**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current PAYDEX®: 79 Equal to 2 days beyond terms

Industry Median: 79 Equal to 2 DAYS BEYOND terms

Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 11

Total payment Experiences during the last 3 months: 4

Payments Within Terms (not dollar weighted): 88

Total Placed For Collection: NA

Average Highest Credit: 7,625

Largest High Credit: 25,000

Highest Now Owing: 2,500

Highest Past Due: NA

Payment Summary

Total (Last 12 Months): 11

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	31	Days Slow		
						30-80	81-90	90
Top Industries								
Management services	1	\$25,000	\$25,000	100%	0	0	0	0
Short-trm busn credit	1	\$2,500	\$2,500	100%	0	0	0	0
Telephone communicatns	1	\$500	\$500	100%	0	0	0	0
Misc business service	1	\$2,500	\$0	50%	50	0	0	0
Other Categories								
Cash experiences	7	\$850	\$500	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	11	\$31,350	\$25,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 12 Months):1

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
02/2021	Ppt-Slow 30	--	\$2,500	\$0	--	1 mo

All Payments

Total (Last 12 Months): 11

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
02/2021	Ppt	\$25,000	\$2,500	\$0	--	1 mo
02/2021	Ppt	\$500	\$0	\$0	--	2-3 mos
02/2021	Ppt-Slow 30	--	\$2,500	\$0	--	1 mo
01/2021	Ppt	\$2,500	\$2,500	\$0	--	1 mo
11/2020	(005)	\$500	--	--	Cash account	6-12 mos
10/2020	(006)	\$100	--	--	Cash account	1 mo
10/2020	(007)	\$50	--	--	Cash account	1 mo
06/2020	(008)	\$50	--	--	Cash account	1 mo
04/2020	(009)	--	--	--	Cash account	6-12 mos
04/2020	(010)	\$100	--	--	Cash account	1 mo
10/2019	(011)	\$50	--	--	Cash account	1 mo

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	JANUS SOFTWARE, INC.	URL:	NA
Doing Business As:	JANUS ASSOCIATES	Stock Symbol:	NA
Street Address:	2 Omega Dr Stamford, CT 06907	History:	NA
Mail Address:	NA	Operations:	NA
Phone:	(203) 251-0200	Present Management Control:	NA
Line of Business:	Computer programming svc, computer related svcs, mgmt consulting svcs, business consulting svcs	Annual Sales:	NA
		Year Started:	1990
		Manager:	NA
		Gross Revenue:	NA
		Financial Condition:	NA

History

The following information was reported: **12/16/2020**

Officer(s):

PATRICIA FISHER, PRINCIPAL
ADAM FISHER, CORPORATE SEC
MATTHEW LANE, VICE PRESIDENT
ABIGAIL WILLIAMSON, DIRECTOR

DIRECTOR(S):

THE OFFICER(S)

The Connecticut Secretary of State's business registrations file showed that Janus Software, Inc was registered as a Corporation on February 26, 1990.

Business started 1990. 100% of capital stock is owned by officers.

PATRICIA FISHER born 1941. 1990-present active here.

Affiliate:

Business address has changed from 1281 East Main St, Stamford, CT, 06902 to 1010 Summer St, Stamford, CT, 06905.

Business address has changed from 9 W Broad St, Stamford, CT, 06902 to 1055 Washington Blvd 8th Fl, Stamford, CT, 06901.

Business address has changed from 1055 Washington Blvd 8th Fl, Stamford, CT, 06901 to 4 High Ridge Park Ste 105, Stamford, CT, 06905.

Business address has changed from 4 High Ridge Park Ste 105, Stamford, CT, 06905 to 4 High Ridge Park, Stamford, CT, 06905.

Business address has changed from 4 High Ridge Park, Stamford, CT, 06905 to 2 Omega Dr, Stamford, CT, 06907.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF **MARCH 12 2021**

Registered Name:	JANUS SOFTWARE, INC.
Business Type:	DOMESTIC CORPORATION
Corporation Type:	PROFIT
Date Incorporated:	Feb 26 1990
State of Incorporation:	FLORIDA
Filing Date:	Feb 26 1990
Registration ID:	L52980

Status: ACTIVE
Where Filed: STATE DEPARTMENT/CORPORATION DIVISION, TALLAHASSEE, FL
Registered Agent: SARA LUGO, 2022 ATAPHA NENE, TALLAHASSEE, FL, 323010000
Principals: PATRICIA FISHER, CEO., 37 STAMFORD AVE., STAMFORD, CT,
069020000

ADAM FISHER, Dire, 30 Forest Hills Lane, W. Hartford, CT, 061170000
ABIGAIL WILLIAMSON, Dire, 30 Forest Hills Lane, W. Hartford, CT,
061170000

Operations

12/16/2020

Description:

Provides computer programming services, specializing in software development (100%). Provides computer related consulting. Provides management consulting services. Provides business consulting services.

Terms are undetermined. Sells to undetermined. Territory : United States.

Employees: 57 which includes officer(s) and 2 part-time. 13 employed here. It was indicated that there are branch locations in California, Maryland and Massachusetts.

Facilities: Owns 4,800 sq. ft. on a first floor of a three story brick building.

Subsidiaries: This business has one subsidiary.

The extent of ownership where known, is shown in parenthesis following company name:

JANUS ASSOCIATES, INC (100%) chartered 1988. Operates as an info technology security consultant.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0301 Computer software development
7379 0200 Computer related consulting services
8742 0000 Management consulting services
8742 9905 Management information systems consultant
8748 0000 Business consulting, nec
8748 0400 Systems analysis and engineering consulting services

NAICS:

541511 Custom Computer Programming Services
541512 Computer Systems Design Services
541611 Administrative Management and General Management Consulting Services
541618 Other Management Consulting Services
541690 Other Scientific and Technical Consulting Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	17	12/03/20

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

No

Noteworthy special events in the company's file:

12/16/2020:

JANUS SOFTWARE INC was reported by the SBA as a recipient of a loan for \$264,450 from Webster Bank, National Association on 04/30/2020 under the Paycheck Protection Program as authorized under the CARES Act of 2020.

07/20/2020:

On July 6, 2020, the SBA announced that this business was approved for a loan between \$150K - \$350K from Webster Bank, National Association through the SBA's Paycheck Protection Program, as part of the CARES Act, in response to the COVID-19 pandemic. The amount of the actual loan may vary from the approved amount.

07/12/2019:

Business address has changed from 4 High Ridge Park, Stamford, CT, 06905 to 2 Omega Dr, Stamford, CT, 06907.

Value of Open suits, liens and judgments for the company:

Suits 0
Liens 0
Judgments NA

The following Public Filing data is for information purposes only and is not the official record.

Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

UCC Filings

Collateral: Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS

Type: Original

Sec.Party: IRM VENTURES CAPITAL, LAKEWOOD, NJ

Debtor: JANUS SOFTWARE, INC. JANUS ASSOCIATES, INC

Filing No.: 0003415908

Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT

Date Filed: 12/03/20

Latest Info Received: 01/22/21

Collateral: Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type: Original
Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.and OTHERS
Filing No.: 0003339666
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 11/13/19
Latest Info Received: 12/10/19

Collateral: Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type: Original
Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.and OTHERS
Filing No.: 0003329261
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 09/13/19
Latest Info Received: 10/04/19

Collateral: Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type: Original
Sec.Party: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, HARTFORD, CT
Debtor: JANUS SOFTWARE, INC.
Filing No.: 201207210143
Filed With: SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed: 07/25/12
Latest Info Received: 08/09/12

Type: Continuation
Sec.Party: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, HARTFORD, CT
Debtor: JANUS SOFTWARE, INC.
Filing No.: 201701865120
Filed With: SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed: 07/17/17
Latest Info Received: 07/18/17
Original Filing No.: 201207210143
Original UCC Filed Date: 07/25/12

Collateral: All Accounts receivable - All General intangibles(s) - All Chattel paper - All Contract rights
Type: Original
Sec.Party: AJ EQUITY GROUP LLC, BROOKLYN, NY
Debtor: JANUS SOFTWARE, INC

Filing No.: 0003410830
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 11/02/20
Latest Info Received: 01/08/21

Collateral: All Accounts receivable - All General intangibles(s) - All Chattel paper - All Contract rights
Type: Original
Sec.Party: RIVER CAPITAL PARTNERS, BROOKLYN, NY
Debtor: JANUS SOFTWARE, INC.and OTHERS
Filing No.: 0003409008
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 10/23/20
Latest Info Received: 12/18/20

Collateral: Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - Farm products/crops including proceeds and products - and OTHERS
Type: Original
Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.
Filing No.: 0003291738
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 02/27/19
Latest Info Received: 03/29/19

Type: Amendment
Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.
Filing No.: 0003399351
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 08/28/20
Latest Info Received: 09/03/20
Original Filing No.: 0003291738
Original UCC Filed Date: 02/27/19

Collateral: Inventory including proceeds and products - Assets including proceeds and products - Farm products/crops including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Type: Original
Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.
Filing No.: 201907887057
Filed With: SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed: 02/26/19
Latest Info Received: 03/08/19

Type: Termination

Sec.Party: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE,
SPRINGFIELD, IL
Debtor: JANUS SOFTWARE, INC.
Filing No.: 202004500016
Filed With: SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed: 08/28/20
Latest Info Received: 08/31/20
Original Filing No.: 201907887057
Original UCC Filed Date: 02/26/19

Collateral: Account(s) and proceeds - General intangibles(s) and proceeds - Chattel
paper and proceeds - Equipment and proceeds
Type: Original
Sec.Party: NAVITAS CREDIT CORP., COLUMBIA, SC
Debtor: JANUS SOFTWARE, INC.
Filing No.: 202000833681
Filed With: SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed: 02/07/20
Latest Info Received: 02/25/20

Collateral: Leased Equipment and proceeds
Type: Original
Sec.Party: DE LAGE LANDEN FINANCIAL SERVICES, INC., WAYNE, PA
Debtor: JANUS SOFTWARE, INC.
Filing No.: 0003351133
Filed With: UCC COMMERCIAL RECORDING DIVISION, HARTFORD, CT
Date Filed: 01/21/20
Latest Info Received: 03/10/20

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO
**Party excluded
from federal program(s):** NO
Possible Candidate:
Labor Surplus Area: N/A
Small Business: YES (2021)
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financials

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
JANUS SOFTWARE, INC.	80-378-3315	STAMFORD, CONNECTICUT
Headquarters (US)		
Company Name	DUNS #	City, State
JANUS SOFTWARE, INC.	80-378-3315	STAMFORD, CONNECTICUT
JANUS ASSOCIATES, INC.	61-260-3415	STAMFORD, CONNECTICUT

Attachment C – JANUS Articles of Incorporation and Bylaws



I certify that the attached is a true and correct copy of the Articles of Incorporation of JANUS SOFTWARE, INC., a corporation organized under the Laws of the State of Florida, filed on February 26, 1990, as shown by the records of this office.

The document number of this corporation is L52980.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of February, 1990.



Jim Smith
Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
JANUS SOFTWARE, INC.

FILED
1990 FEB 26 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned sole incorporator, being a natural person competent to contract and desiring to form a corporation under Title XXXV, Chapter 607, of the revised Florida Statutes, herewith submits the following information:

1. The name of the corporation is **JANUS SOFTWARE, INC.**
2. The duration of the corporation shall be perpetual.
3. The general purpose(s) for which this corporation is being formed are to include the transaction of any or all lawful business for which corporations may be incorporated under this Chapter.

4. The aggregate number of shares which the corporation shall have authority to issue is **ONE THOUSAND (1,000)**, all without par value and of one class.

5. The street address of its initial registered office is: 344 Office Plaza, Magnolia Office Center, Tallahassee, Florida 32301, and the name of its initial resident agent at such address is: **XL CORPORATE SERVICES, INC.**, by and through its agent, **THOMAS W. LAGER, ESQ.**

6. The number of directors constituting the initial board of directors is two (2) and the name and address of each person who is to serve as a member thereof is as follows:

PATRICIA FISCHER
37 Stanford Avenue
Stanford, Connecticut 06902

JAMES KATES
16343 Rambling Vine Drive West
Tampa, Florida 33624

7. The name and address of the sole incorporator

XL CORPORATE SERVICES, INC.
by and through its agent,
THOMAS W. LAGER, ESQ.
344 Office Plaza
Magnolia Office Center
Tallahassee, Florida 32301

FILED
FEB 26 1990 PM 3 48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned, as sole incorporator of this incorporation has executed these ARTICLES OF INCORPORATION.

DATE: February 26, 1990

XL CORPORATE SERVICES, INC.
by and through its agent,
THOMAS W. LAGER, ESQ.
344 Office Plaza
Magnolia Office Center
Tallahassee, Florida 32301
(904) 877-0112

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above, to take acknowledgements, personally appeared THOMAS W. LAGER, ESQ., to me known to be the person described as the subscriber in and who executed the foregoing ARTICLES OF INCORPORATION, and acknowledged before me that he subscribed to those ARTICLES OF INCORPORATION.

WITNESS my hand and official seal in the County and State aforementioned on this 26th day of February, 1990.

(S E A L)



Notary Public, State of Florida
My Commission Expires March 24, 1990
Bonded thru Troy Fair Insurance Inc.

Jessie S. Jackson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

I, the undersigned, hereby accept appointment as Resident Agent of the above-named corporation.

XL CORPORATE SERVICES, INC.
by and through its agent
THOMAS W. LAGER, ESQ.
344 Office Plaza
Magnolia Office Center
Tallahassee, Florida 32301
(904) 877-0112

EXHIBIT A

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
JANUS SOFTWARE, INC.

JANUS SOFTWARE, INC., a corporation organized and existing under the laws of State of Florida (the "Corporation"), in order to amend its Articles of Incorporation in accordance with the requirements of Chapter 607, Florida Statutes, does hereby certify as follows:

1. The Articles of Incorporation of the Corporation were filed by the Secretary of State of the State of Florida on February 26, 1990.
2. The amendment to the Articles of Incorporation being effected hereby will completely delete Article 4 of the Articles of Incorporation as of the date hereof, and substitute in its place the Article 4 set forth below.
3. As amended below, Article 4 of the Articles of Incorporation replaces the current capital structure of the Corporation consisting of 1,000 shares of common stock, no par value, with 10,000,000 shares of voting common stock, par value \$.01 per share, and 350,000 shares of nonvoting common stock, par value \$.01 per share.
4. Pursuant to Section 607.1003(6), Florida Statutes, this amendment to the Articles of Incorporation was approved by the unanimous written consent of the shareholders of the Corporation without the action of the board of directors, as of October __, 1993.

5. These Articles of Amendment of the Articles of Incorporation shall be effective immediately upon filing by the Secretary of State of the State of Florida, and thereafter, Article 4 of the Articles of Incorporation of the Corporation shall read as follows:

* * * *

"Article 4

(a) Authorized Capitalization. The total number of shares of capital stock authorized to be issued by this Corporation shall be:

10,000,000 shares of Voting Common Stock, (the "Voting Common Stock"), with a par value of \$.01 per share; and

350,000 shares of Nonvoting Common Stock, (the "Non-voting Common Stock"), with a par value of \$.01 per share.

(b) Payment for Stock. The consideration for the issuance of said shares of capital stock may be paid, in whole or in part, in cash, in promissory notes, in other property (tangible or intangible), in labor or services actually performed for this corporation, in promises to perform services in the future evidenced by a written contract, or in other benefits to this corporation at a fair valuation to be fixed by the Board of Directors. When issued, all shares of stock shall be fully paid and nonassessable.

(c) Voting. The entire voting power of this Corporation shall be vested in the Voting Common Stock, each share of which shall entitle the holder thereof to one vote at each meeting of the stockholders of this Corporation. Except as otherwise provided by law, holders of the Nonvoting Common Stock shall not be entitled to any voting rights by virtue of such ownership. There shall be no cumulative voting in the election of directors.

(d) Dividends. Any dividends are to be shared among the holders of shares of outstanding Voting Common Stock and Nonvoting Common Stock on a share for share basis.

(e) Preferences in the Event of Liquidation. Upon the liquidation, dissolution or winding up of the business of this Corporation, whether voluntary or involuntary, the balance of any cash or assets remaining shall be distributed pro rata among the holders of the outstanding Voting Common Stock and the holders of the outstanding Nonvoting Common Stock on a share for share basis. A merger or other similar reorganization of this Corporation with

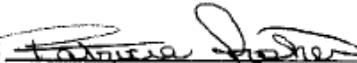
or into any other corporation or corporations shall not be deemed to be a liquidation, dissolution or winding up of business for purposes of this Article 4(e)."

* * * *

6. Upon the filing of the Articles of Amendment of the Articles of Incorporation, each share of the presently issued and outstanding capital stock of the Corporation, without the taking of any action by the holder thereof, shall automatically be converted into 1,000 shares of the newly authorized voting common stock.

IN WITNESS WHEREOF, JANUS SOFTWARE, INC. has caused these Articles of Amendment of the Articles of Incorporation to be executed by a duly authorized officer as of the 8th day of November, 1993.

JANUS SOFTWARE, INC.

By: 

Name: PATRICIA FISHER

Its: PRESIDENT

Minutes
and
By Laws

OF

INCORPORATED UNDER THE LAWS OF
THE STATE OF FLORIDA

MINUTES OF
THE ORGANIZATION MEETING OF DIRECTORS
OF
JANUS SOFTWARE, INC.

The organization meeting of the directors of the corporation was held at Stamford, Connecticut on March 1, 19 90 at 10:00'clock A.M.

The following persons were present

Patricia Fisher
James Kates

being all of the directors of the corporation and a quorum.

One of the directors called the meeting to order
Patricia Fisher was duly elected chairman of the meeting and
James Kates was duly elected secretary thereof.

The secretary then presented and read to the meeting a waiver of notice of meeting, subscribed by all the directors of the corporation, and it was ordered that it be appended to the minutes of this meeting.

The secretary then presented and read to the meeting a copy of the Articles of Incorporation of the corporation and reported that on the 26th day of February 19 90 the original thereof was duly filed by the office of the Secretary of State of the State of Florida.

Upon motion duly made, seconded and carried, said report was adopted and the secretary was directed to append to these minutes a copy of the Articles of Incorporation.

The following resolutions were adopted:

RESOLVED, that the following persons were elected officers of the corporation to serve for one year or until their successors are elected and qualified. The annual salary of each officer was fixed at the amount appearing after the officer's name.

President	Patricia A. P. Fisher
Vice-President	James Kates
Secretary	James Kates
Treasurer	Patricia A. P. Fisher

RESOLVED, that the seal, an impression of which appears in the margin hereof, was adopted as the seal of the corporation.

RESOLVED, that the president and treasurer are authorized to issue certificates for shares in the form appended hereto.

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with People's Bank located at 350 Bedford Street, Stamford, Connecticut and a resolution for that purpose on the printed form of said bank was adopted and appended hereto.

RESOLVED, that the by-laws regulating the conduct of the business and affairs of the corporation as prepared by Helene A. Pepe, Esq. of Grimes & Battersby counsel for the corporation were adopted and appended hereto.

RESOLVED, that the officers of the corporation are authorized to engage in the business of any lawful business for which corporations may be incorporated under Title XXXV, Chapter 607, of the revised Florida Statutes.

RESOLVED, that the president be and hereby is authorized to designate the principal office of the corporation in the State of Florida as the office for service of process upon the corporation, and to designate such agent or agents for service of process as the president may deem advisable from time to time, and to file with the Secretary of State of Florida, immediately and thereafter as required, the appropriate certificates designating the office of and agent or agents for service of process on this corporation.

The Board of directors have determined that in order to attract investment in the corporation the corporation shall be organized and managed so that it is a "Small Business Corporation" as defined in IRC Sec. 1244(c)(1), as amended, and so that the shares issued by the corporation are "Section 1244 Stock" as defined in IRC Sec. 1244(c)(1), as amended. Compliance with this section will enable shareholders to treat the loss on the sale or exchange of their shares as an "ordinary loss" on their personal income tax returns.

RESOLVED, that the proper officers of the corporation are authorized to sell and issue common shares in an aggregate amount of money and other property (as a contribution to capital and as paid in surplus), which together with the aggregate amount of common shares outstanding at the time of issuance, does not exceed \$1,000,000, and

RESOLVED, that the sale and issuance of shares shall be conducted in compliance with IRC Sec. 1244, so that the corporation and its shareholders may obtain the benefits of IRC Sec. 1244, and further

RESOLVED, that the proper officers of the corporation are directed to maintain such accounting records as are necessary so that any shareholder that experiences a loss on the transfer of common shares of the corporation may determine whether they qualify for "ordinary loss" deduction treatment on their personal income tax returns.

RESOLVED, that the president and secretary are authorized to issue the shares of the corporation as hereinafter set forth:

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Consideration</u> \$
Patricia A. P. Fisher	500	\$10.00
James H. Kates	500	\$10.00

The secretary was directed to annex hereto a statement of the consideration received from those shareholders who paid, in whole or in part, real property, tangible or intangible personal property, labor or services performed for the corporation or in its formation, for their shares.

RESOLVED, that the consideration received by the corporation upon the issuance and sale of shares without par value shall be allocated on the books of the corporation as follows: \$10.00 of the consideration received for each such share shall be allocated to stated capital, and the remainder of the consideration received for each such share shall be allocated to capital surplus.

RESOLVED, that the proper officers of the corporation are hereby authorized to make and file such certificates, reports and other documents as may be required by law to be filed in any state in which said officer shall find it in the best interests of the corporation to file the same to authorize the corporation to transact business in such state.

RESOLVED, that the president and the treasurer are authorized to pay all expenses incurred in connection with the organization of the corporation and the treasurer is authorized to elect on the first federal tax return to deduct the foregoing expenses rateably commencing with the first month of business and extending for a period of sixty months pursuant to Section 248 of the Internal Revenue Code of 1954, as amended.

RESOLVED, that the officers of the corporation are authorized to elect to be taxed pursuant to Subchapter S of the Internal Revenue Code of 1954, as amended, and are further authorized to execute such forms, and obtain such consents from the shareholders as are necessary to comply with said law.

RESOLVED, that the proper officers of the corporation are authorized to do all necessary acts and execute such documents as are necessary to obtain the exclusive legal right to such trade names, trade marks, service marks, designs, patents, etc., as annexed hereto.

~~RESOLVED, that the president is authorized to negotiate an agreement for the _____ of certain premises known as _____ on such terms and conditions as he deems to be in the best interests of the corporation and the proper officers of the corporation are authorized to execute all documents necessary to effectuate said agreement.~~

RESOLVED, that the signing of these minutes shall constitute an acknowledgement of the contents thereof, ratification thereof, and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, it was, adjourned.

Jan H. Katz
secretary of the meeting & director

Patricio A. P. Fisher
chairman of the meeting & director

director

Attachment D – Teaming Agreements



Teaming Agreement

JANUS Software, Inc., d/b/a JANUS Associates (JANUS) a Florida Corporation with Headquarters in Stamford, Connecticut, and Sahasra Technologies Corp d/b/a STLogics (STLogics) with Headquarters in 1119 Keystone Way, Ste. 301 Carmel, IN 46032, have agreed that by combining their resources and capabilities they will offer the best opportunity to achieve optimum performance, cost and delivery for procurement described herein, and do therefore enter into this Teaming Agreement for the activities described herein.

1. JANUS is hereinafter referred to as "PRIME" and STLogics is hereinafter referred to as "SUBCONTRACTOR".
2. This Agreement sets forth the complete understanding of the parties relative to the following client needing the following services:

State of Indiana Lottery Commission – Various cyber security related services
3. This document is the Agreement governing, among other things, the performance of certain tasks and efforts referenced above and in EXHIBIT A. Accordingly, the parties agree as follows:
 - a. SUBCONTRACTOR shall be bound by the prices, terms, conditions, and commitments set forth in the proposal for this procurement.
 - b. SUBCONTRACTOR agrees to only contact State of Indiana Lottery Commission in the event that there is an on-site issue.
4. Unless sooner terminated or extended by mutual written agreement of the parties, this Agreement shall expire upon the happening of any of the following events, whichever shall first occur:
 - 4.1 Completion of work by SUBCONTRACTOR as outlined in EXHIBIT A.
 - 4.2 Any decision by the Client that it has cancelled the engagement.
 - 4.3 Written notice from Client that SUBCONTRACTOR is unacceptable in the role.
 - 4.4 Cancellation of the procurement by the Client.
 - 4.5 Failure of the parties, after good faith negotiations, to agree upon a mutually acceptable subcontract which includes the price, schedule and terms and conditions thereof, within thirty (30) days transmission of this agreement.
 - 4.6 Ineligibility or inability of SUBCONTRACTOR to perform work as outlined in EXHIBIT A due to conflict of interest, suspension, debarment, bankruptcy, or any other valid cause.
 - 4.7 Material breach of this Agreement by a party which is not corrected within fifteen (15) business days after written notice of such breach is provided.
5. All work with the Client relative to this procurement and its subject matter shall be coordinated by PRIME. SUBCONTRACTOR, if so requested by PRIME, will assist in answering any inquiries concerning the scope of work for which SUBCONTRACTOR is responsible. PRIME will advise SUBCONTRACTOR of any revisions that effect SUBCONTRACTOR terms and conditions.

6. Any news release, public announcement, advertisement, or publicity proposed to be released by SUBCONTRACTOR concerning the activities in connection with this engagement shall be subject to the approval of PRIME.
7. The employees of PRIME and SUBCONTRACTOR 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 sensitive or classified information. The parties shall indemnify and save harmless one another from and against all claims for bodily injuries, including death, or damage to property caused by negligent act or omission of the parties or their employees in connection with this Agreement.
8. During the term of this Agreement neither party shall solicit for employment, employees of the other company who have been directly involved in the activities covered by this Agreement unless (a) the respective company management has given its prior consent, or (b) the employee has terminated from the company, or (c) notice of termination is given to the employee or to the company.
9. In consideration of the effort and expense invested by each of the parties, and the confidential information exchanged by the parties, it is agreed that SUBCONTRACTOR will not actively participate in other team efforts that are competitive with this Teaming Agreement regarding PRIME's clients or prospects nor compete independently for such work, while this Agreement is in effect. In the event that SUBCONTRACTOR decides to terminate its participation in this effort, it shall be prohibited from participation in other team efforts competitive with this Teaming Agreement, and from submission of a competitive proposal of its own for this specific client or prospect. "Actively participate" includes exchange of technical information. Nothing contained in this Agreement shall be deemed to preclude either party from quoting, offering to sell, or selling to others any item or service which it regularly offers for sale to other than PRIME's clients and prospects.
10. SUBCONTRACTOR agrees not to contact Client independent of PRIME to solicit future work
11. This Agreement shall govern only activity performed in connection with the procurement and terms described herein and no other effort undertaken by PRIME or SUBCONTRACTOR jointly or separately. It shall not constitute, create, give effect to or otherwise be construed as a joint venture, pooling arrangement, partnership or formal business organization of any kind. The parties shall be deemed independent contractor and employees of shall not be deemed employees or agents of the other.
12. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts or either or both of the parties. Neither company will be liable to the other for any cost, expenses, risks, or liabilities arising out of the other company's efforts, or for the other company's participation in the pre-agreement effort. Neither of the parties 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 of otherwise.
13. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior consent of the other party. Either party may, however, assign this Agreement to any successor who acquires substantially all or the entire business assets of such party relating to the subject matter of this Agreement.
14. In connection with agreement, it may be necessary for either party to provide proprietary information to the other. It is agreed that any disclosure of information shall be made only in accordance with the pre-existing "Non-Disclosure Agreement", dated June 25, 2021. To the extent the obligations of the parties hereunder involve access to security information, classified U.S. Government "Confidential" or higher, the provision of applicable government regulations shall apply.
15. Inventions conceived solely by employees of PRIME shall belong to PRIME. Inventions conceived solely by employees of SUBCONTRACTOR shall belong exclusively to SUBCONTRACTOR. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by the terms and conditions of the prime contract or by applicable government regulations or statutes

16. Payment for services rendered by SUBCONTRACTOR will be made in accordance with terms described in ATTACHMENT A.
17. Insurance in the sum of \$1,000,000 is required to be kept in force at all times and a COI will be sent to the Prime. SUBCONTRACTOR is required to immediately notify Prime of any lapse in coverage.
18. All communications relating to this Agreement shall be directed only to the specific persons designated to represent the PRIME and the SUBCONTRACTOR on this procurement. Each of the parties to this Agreement shall appoint representatives for each area designated below. These appointments shall be kept current during the period of this Agreement. Communications which are not properly executed and by persons designated to represent the PRIME and the SUBCONTRACTOR shall not be binding upon the other party.
19. Terms and conditions of this Agreement may be modified only by a written modification hereto, fully executed by company officials having authority to bind each company to the terms thereof.

PRIME

Name: Lyle A. Liberman
Title: Chief Operating Officer
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: lylel@janusassociates.com

SUBCONTRACTOR

Name:
Title:
Company Name: STLogics, Corp.
Address: 1119 Keystone Way, Ste. 301
City/State/ZIP: Carmel, IN 46032
Telephone/Fax:
E-mail:

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given when personally delivered or mailed by certified or registered United States mail, postage pre-paid, and addressed as above.

Technical contact points:

PRIME

Name: James S. Carruth
Title: Sr. Technical Consultant
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: jamesc@janusassociates.com

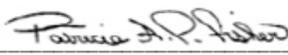
SUBCONTRACTOR

Name:
Title:
Company Name: STLogics
Address: 1119 Keystone Way, Ste. 301
City/State/ZIP: Carmel, IN 46032
Telephone/Fax:
E-mail:

20. This Agreement shall be governed by and subject to the jurisdiction of the laws of the State of Connecticut.
21. This document contains the entire agreement between the parties and supersedes any prior oral or written agreements, understandings or communications with respect to the subject matter of this Agreement. No agreements or understanding varying or extending the same shall be binding upon either party unless in writing, signed by a duly authorized representative thereof. 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.
22. Dispute Resolution
- 22.1 The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (hereinafter collectively called "Disputes") concerning questions of fact or law arising out of or relating to this Agreement or to performance of either Party hereunder, or to the threatened, alleged or actual breach thereof by either Party, including without limitation any claim, controversy or Dispute concerning the terms and conditions or any consequence of this Agreement.
- 22.2 If the Parties are unable to resolve the Dispute within thirty (30) calendar days from the date that either Party is informed in a writing from the other Party that a Dispute exists, the Dispute shall be settled by binding arbitration administered by the American Arbitration Association, New York, New York, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 22.3 Either Party may initiate an arbitration proceeding by the filing of a demand for arbitration with the American Arbitration Association. A panel of three (3) arbitrators shall be selected to hear and resolve the controversy, with one (1) arbitrator selected by each Party and the third arbitrator selected by the Parties following the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association; provided, however, that if either Party fails to select an arbitrator within thirty (30) days after the arbitration is initiated, the American Arbitration Association shall select an arbitrator on behalf of such Party. Any arbitrator appointed by a Party to this Teaming Agreement shall not be an officer or employee of, consultant for, or otherwise associated with the Party appointing him.
23. The parties do hereby execute this Agreement and declare it to be effective beginning June 25, 2021.
24. This Agreement shall be valid only upon a decision by JANUS to retain SUBCONTRACTOR to perform services outlined in EXHIBIT A, which decision shall be made after review of the final negotiations between PRIME and SUBCONTRACTOR. JANUS shall not be liable for any damages incurred by SUBCONTRACTOR as a result of JANUS' decision not to retain SUBCONTRACTOR to perform tasks within this agreement. SUBCONTRACTOR shall not be liable to JANUS for any decision taken to terminate its participation in this Teaming Agreement.

For JANUS Software, Inc.

For: STLogics

By: 

By: 

Date: June 28, 2021

Date: 06/25/2021

ATTACHMENT A

JANUS Associates (JANUS) is sub-contracting with STLogics to conduct cyber security related tasks and audits for its customer (State of Indiana Lottery Commission) should JANUS be awarded the State of Indiana Lottery Commission contract. This attachment provides parameters for performing said work should JANUS be awarded the State of Indiana Lottery Commission contract.

It is understood and agreed by all parties that any subcontract to be issued hereunder shall include the flow-down of all prime contract provisions which require the assumption of risk specifically associated with those portions of the contract work which are subcontracted hereunder to SUBCONTRACTOR

SUBCONTRACTOR shall provide a full and complete set of representations and certifications to JANUS if required.

Scope

Actual tasks will include:

- Lottery Commission employee interviews

Letter of Authorization and Receipt of Rules of Engagement

A letter of authorization on State of Indiana Lottery Commission letterhead will be provided to SUBCONTRACTOR. Actual language will be determined at a later date.

Travel Expenses

Travel will be necessary for this engagement. Reasonable expenses to and from client site for travel and meals will be reimbursed to the SUBCONTRACTOR. All expenses are to be billed separately from the engagement costs and submitted when the final invoice is transmitted. All expenses must be submitted with appropriate documentation including receipts. Any necessary airfare must be booked directly by JANUS.

Payment for Services

SUBCONTRACTOR will invoice JANUS for services rendered and for travel expenses 5 business days after completion of project. Payment terms are Net 30 days from receipt of invoice.



Teaming Agreement

JANUS Software, Inc., d/b/a JANUS Associates (JANUS) a Florida Corporation with Headquarters in Stamford, Connecticut, and FireWatch Solutions (FireWatch) with Headquarters at 127 W. Escalones, San Clemente, CA 92672, have agreed that by combining their resources and capabilities they will offer the best opportunity to achieve optimum performance, cost and delivery for procurement described herein, and do therefore enter into this Teaming Agreement for the activities described herein.

1. JANUS is hereinafter referred to as "PRIME" and FireWatch is hereinafter referred to as "SUBCONTRACTOR".
2. This Agreement sets forth the complete understanding of the parties relative to the following client needing the following services:

State of Indiana Lottery Commission – Various physical security related services
3. This document is the Agreement governing, among other things, the performance of certain tasks and efforts referenced above and in EXHIBIT A. Accordingly, the parties agree as follows:
 - a. SUBCONTRACTOR shall be bound by the prices, terms, conditions, and commitments set forth in the proposal for this procurement.
 - b. SUBCONTRACTOR agrees to only contact State of Indiana Lottery Commission in the event that there is an on-site issue.
4. Unless sooner terminated or extended by mutual written agreement of the parties, this Agreement shall expire upon the happening of any of the following events, whichever shall first occur:
 - 4.1 Completion of work by SUBCONTRACTOR as outlined in EXHIBIT A.
 - 4.2 Any decision by the Client that it has cancelled the engagement.
 - 4.3 Written notice from Client that SUBCONTRACTOR is unacceptable in the role.
 - 4.4 Cancellation of the procurement by the Client.
 - 4.5 Failure of the parties, after good faith negotiations, to agree upon a mutually acceptable subcontract which includes the price, schedule and terms and conditions thereof, within thirty (30) days transmission of this agreement.
 - 4.6 Ineligibility or inability of SUBCONTRACTOR to perform work as outlined in EXHIBIT A due to conflict of interest, suspension, debarment, bankruptcy, or any other valid cause.
 - 4.7 Material breach of this Agreement by a party which is not corrected within fifteen (15) business days after written notice of such breach is provided.
5. All work with the Client relative to this procurement and its subject matter shall be coordinated by PRIME. SUBCONTRACTOR, if so requested by PRIME, will assist in answering any inquiries concerning the scope of

- work for which SUBCONTRACTOR is responsible. PRIME will advise SUBCONTRACTOR of any revisions that effect SUBCONTRACTOR terms and conditions.
6. Any news release, public announcement, advertisement, or publicity proposed to be released by SUBCONTRACTOR concerning the activities in connection with this engagement shall be subject to the approval of PRIME.
 7. The employees of PRIME and SUBCONTRACTOR 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 sensitive or classified information. The parties shall indemnify and save harmless one another from and against all claims for bodily injuries, including death, or damage to property caused by negligent act or omission of the parties or their employees in connection with this Agreement.
 8. During the term of this Agreement neither party shall solicit for employment, employees of the other company who have been directly involved in the activities covered by this Agreement unless (a) the respective company management has given its prior consent, or (b) the employee has terminated from the company, or (c) notice of termination is given to the employee or to the company.
 9. In consideration of the effort and expense invested by each of the parties, and the confidential information exchanged by the parties, it is agreed that SUBCONTRACTOR will not actively participate in other team efforts that are competitive with this Teaming Agreement regarding PRIME's clients or prospects nor compete independently for such work, while this Agreement is in effect. In the event that SUBCONTRACTOR decides to terminate its participation in this effort, it shall be prohibited from participation in other team efforts competitive with this Teaming Agreement, and from submission of a competitive proposal of its own for this specific client or prospect. "Actively participate" includes exchange of technical information. Nothing contained in this Agreement shall be deemed to preclude either party from quoting, offering to sell, or selling to others any item or service which it regularly offers for sale to other than PRIME's clients and prospects.
 10. SUBCONTRACTOR agrees not to contact Client independent of PRIME to solicit future work
 11. This Agreement shall govern only activity performed in connection with the procurement and terms described herein and no other effort undertaken by PRIME or SUBCONTRACTOR jointly or separately. It shall not constitute, create, give effect to or otherwise be construed as a joint venture, pooling arrangement, partnership or formal business organization of any kind. The parties shall be deemed independent contractor and employees of shall not be deemed employees or agents of the other.
 12. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts or either or both of the parties. Neither company will be liable to the other for any cost, expenses, risks, or liabilities arising out of the other company's efforts, or for the other company's participation in the pre-agreement effort. Neither of the parties 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.
 13. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior consent of the other party. Either party may, however, assign this Agreement to any successor who acquires substantially all or the entire business assets of such party relating to the subject matter of this Agreement.
 14. In connection with agreement, it may be necessary for either party to provide proprietary information to the other. It is agreed that any disclosure of information shall be made only in accordance with the pre-existing "Non-Disclosure Agreement" dated March 8, 2021. To the extent the obligations of the parties hereunder involve access to security information, classified U.S. Government "Confidential" or higher, the provision of applicable government regulations shall apply.
 15. Inventions conceived solely by employees of PRIME shall belong to PRIME. Inventions conceived solely by employees of SUBCONTRACTOR shall belong exclusively to SUBCONTRACTOR. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by the terms and

conditions of the prime contract or by applicable government regulations or statutes

16. Payment for services rendered by SUBCONTRACTOR will be made in accordance with terms described in ATTACHMENT A.
17. Insurance in the sum of \$1,000,000 is required to be kept in force at all times and a COI will be sent to the Prime. SUBCONTRACTOR is required to immediately notify Prime of any lapse in coverage.
18. All communications relating to this Agreement shall be directed only to the specific persons designated to represent the PRIME and the SUBCONTRACTOR on this procurement. Each of the parties to this Agreement shall appoint representatives for each area designated below. These appointments shall be kept current during the period of this Agreement. Communications which are not properly executed and by persons designated to represent the PRIME and the SUBCONTRACTOR shall not be binding upon the other party.
19. Terms and conditions of this Agreement may be modified only by a written modification hereto, fully executed by company officials having authority to bind each company to the terms thereof.

PRIME

Name: Lyle A. Liberman
Title: Chief Operating Officer
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: lylel@janusassociates.com

SUBCONTRACTOR

Name: Brian von Kraus
Title: Chief Executive Officer
Company Name: FireWatch Solutions, Inc.
Address: 127 W. Escalones
City/State/ZIP: San Clemente, CA 92672
Telephone/Fax: 949-438-0798 / 949-449-8694
E-mail: brian.vonkraus@firewatchsolutions.com

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given when personally delivered or mailed by certified or registered United States mail, postage pre-paid, and addressed as above.

Technical contact points:

PRIME

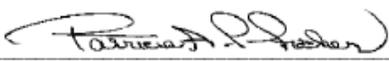
Name: James S. Carruth
Title: Sr. Technical Consultant
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: jamesc@janusassociates.com

SUBCONTRACTOR

Name: Brian von Kraus
Title: Chief Executive Officer
Company Name: FireWatch Solutions, Inc.
Address: 127 W. Escalones
City/State/ZIP: San Clemente, CA 92672
Telephone/Fax: 949-438-0798 / 949-449-8694

20. This Agreement shall be governed by and subject to the jurisdiction of the laws of the State of Connecticut.
21. This document contains the entire agreement between the parties and supersedes any prior oral or written agreements, understandings or communications with respect to the subject matter of this Agreement. No agreements or understanding varying or extending the same shall be binding upon either party unless in writing, signed by a duly authorized representative thereof. 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.
22. Dispute Resolution
- 22.1 The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (hereinafter collectively called "Disputes") concerning questions of fact or law arising out of or relating to this Agreement or to performance of either Party hereunder, or to the threatened, alleged or actual breach thereof by either Party, including without limitation any claim, controversy or Dispute concerning the terms and conditions or any consequence of this Agreement.
- 22.2 If the Parties are unable to resolve the Dispute within thirty (30) calendar days from the date that either Party is informed in a writing from the other Party that a Dispute exists, the Dispute shall be settled by binding arbitration administered by the American Arbitration Association, New York, New York, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 22.3 Either Party may initiate an arbitration proceeding by the filing of a demand for arbitration with the American Arbitration Association. A panel of three (3) arbitrators shall be selected to hear and resolve the controversy, with one (1) arbitrator selected by each Party and the third arbitrator selected by the Parties following the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association; provided, however, that if either Party fails to select an arbitrator within thirty (30) days after the arbitration is initiated, the American Arbitration Association shall select an arbitrator on behalf of such Party. Any arbitrator appointed by a Party to this Teaming Agreement shall not be an officer or employee of, consultant for, or otherwise associated with the Party appointing him.
23. The parties do hereby execute this Agreement and declare it to be effective beginning June 25, 2021.
24. This Agreement shall be valid only upon a decision by JANUS to retain SUBCONTRACTOR to perform services outlined in EXHIBIT A, which decision shall be made after review of the final negotiations between PRIME and SUBCONTRACTOR. JANUS shall not be liable for any damages incurred by SUBCONTRACTOR as a result of JANUS' decision not to retain SUBCONTRACTOR to perform tasks within this agreement. SUBCONTRACTOR shall not be liable to JANUS for any decision taken to terminate its participation in this Teaming Agreement.

For JANUS Software, Inc.

By: 

Date: June 25, 2021

For: FireWatch Solutions, Inc.

By:  Brian von Kraus
2879E954D98D4B2

Date: 6/25/2021

ATTACHMENT A

JANUS Associates (JANUS) is sub-contracting with FireWatch to conduct physical security related tasks and audits for its customer (State of Indiana Lottery Commission) should JANUS be awarded the State of Indiana Lottery Commission contract. This attachment provides parameters for performing said work should JANUS be awarded the State of Indiana Lottery Commission contract.

It is understood and agreed by all parties that any subcontract to be issued hereunder shall include the flow-down of all prime contract provisions which require the assumption of risk specifically associated with those portions of the contract work which are subcontracted hereunder to SUBCONTRACTOR

SUBCONTRACTOR shall provide a full and complete set of representations and certifications to JANUS if required.

Scope

Physical Security

The successful Respondent shall assess the physical security controls of the Lottery by examining the security systems currently in place to protect the various Lottery facilities. Access to all facilities, including Lottery Backup Computer Site, is controlled through a security system located at Lottery headquarters. The audit shall address the following aspects of access control, video surveillance, and environmental systems:

- System design, installation, implementation and maintenance;
- System management and reporting;
- Access permissions implemented through electronic access control and key locks for facilities and sensitive areas within facilities;
- Security system operator training and responsibilities;
- Storage of sensitive materials; and
- Environmental system implementation in information systems facilities.

Letter of Authorization and Receipt of Rules of Engagement

A letter of authorization on State of Indiana Lottery Commission letterhead will be provided to SUBCONTRACTOR. Actual language will be determined at a later date.

Travel Expenses

Travel will be necessary for this engagement. Reasonable expenses to and from client site for travel and meals will be reimbursed to the SUBCONTRACTOR. All expenses are to be billed separately from the engagement costs and submitted when the final invoice is transmitted. All expenses must be submitted with appropriate documentation including receipts. Any necessary airfare must be booked directly by JANUS.

Payment for Services

SUBCONTRACTOR will invoice JANUS for services rendered and for travel expenses 5 business days after completion of project. Payment terms are Net 30 days from receipt of invoice.