

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ('MOA') entered into

by and between

The Aidmatrix Foundation, Inc.
(hereinafter called Aidmatrix)

and

The State of Connecticut
Department of Emergency Management and Homeland Security
(hereinafter called Connecticut)

The Aidmatrix Foundation, Inc.
&
THE STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY MANAGEMENT AND
HOMELAND SECURITY
MEMORANDUM OF AGREEMENT (“MOA”)

WHEREAS: The State of Connecticut (“Connecticut”), through the Department of Emergency Management and Homeland Security, is interested in establishing an agreement with the Seventh Day Adventist’s community service group, Adventist Community Services (“ACS”), to provide donations management in the event of a catastrophic disaster; and,

WHEREAS: Aidmatrix Foundation, Inc. (“Aidmatrix”) and the Federal Emergency Management Agency (“FEMA”) have entered into an agreement whereby Aidmatrix will supply certain computer and/or software products to a state, free of charge to the state, including products designed to handle unsolicited in-kind donations, warehouse operations, spontaneous volunteers and undesignated cash donations (“**Deliverables**”); and,

WHEREAS: ACS would like Connecticut to have Aidmatrix donations management software in place in the event that a donations management system must be established in Connecticut; and,

WHEREAS: Aidmatrix and Connecticut have engaged in discussions regarding extending the relationship between Aidmatrix and Connecticut, the subject matter of which involves the provision of certain Aidmatrix solutions to Connecticut via the Internet.

NOW THEREFORE, Aidmatrix and Connecticut agree as follows:

I. Aidmatrix Consideration

- (a) Aidmatrix plans to provide CONNECTICUT with access to end user services associated with Aidmatrix’s Donations Management Program, as consistent with, at a minimum, the features and functions developed via Aidmatrix’s Cooperative Agreement CFDA 97.098 entered into with the Federal Emergency Management Agency on or about September 29, 2006. Services will be provided via the Internet powered by compatible software (collectively, the “**Deliverables**”) and/or via a marketplace hosted by Aidmatrix.
- (b) The basic solution as developed under the federal program outlined in Section I(a) shall be for primary use by CONNECTICUT for an initial one (1) year term, at no cost, financial or otherwise, to the state. The program shall renew under similar terms and conditions in alignment with Section III(a) of this MOU. Enhancements to the

program may be contracted between the parties under separate agreement and may contain costs, but this MOU does not create an obligation for either party for future agreements or purchases.

II. CONNECTICUT Consideration

- (a) CONNECTICUT, at its discretion, will use its best efforts to provide and input accurate information into the system.
- (b) CONNECTICUT, at its discretion, will use its best efforts to allocate resources to define service requirements, manage the project internally, to allow only named users to access the system, train their network of users, to operate call centers and to qualify and manage the flow of donation offers to appropriate End Users. Some of these resources may come from third parties such as ACS, the Adventist Community Services organization.
- (c) CONNECTICUT recognizes that all technology and other materials received by the organization or its agents, remains the property of Aidmatrix and will not, unless required under federal or state statute, intentionally replicate or disperse this information without the consent of Aidmatrix.

III. Additional Terms & Conditions

The following outlines additional terms and conditions:

- (a) Term and Termination. The initial term of the Agreement shall be 12 consecutive months, terminable upon 90 days notice. The Agreement shall automatically and continuously renew for one (1) year periods, unless either party provides written notification of termination at least six months prior to the annual renewal date, which shall be **May 1st** of each year.
- (b) Ownership of Intellectual Property. Excluding any CONNECTICUT information and any pre-existing intellectual property, Deliverables and Enhancements shall remain the sole property of Aidmatrix.
- (c) Liability. Aidmatrix warrants that the Deliverables and Enhancements provided by Aidmatrix under this Agreement do not and will not infringe any copyright or patent or trade secret or other proprietary rights of any third party and complies with all applicable laws and regulations. Furthermore, Aidmatrix agrees to defend and indemnify CONNECTICUT for any claim of copyright infringement or other infringement of proprietary information arising out of the Deliverables and Enhancements.
- (d) Authority to Enter Into Agreement. Aidmatrix, through its Chief Operating Officer, has authority to enter into the MOA in accordance with the attached

resolution. The Connecticut Department of Emergency Management and Homeland Security has the authority to enter into this agreement through its Commissioner, under Conn. Gen. Stat. §4-8 and Title 28.

Aidmatrix Inc.

**Connecticut Department of
Emergency Management and
Homeland Security**

By:

Keith Thode,
Chief Operating Officer
DATE: _____

By:



James M. Thomas,
Commissioner

DATE: 8/29/08