

KOLEY JESSEN P.C., L.L.O.  
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OMAHA, NE 68124PHONE. 402.390.9500  
FAX. 402.390.9005**KOLEY ■ JESSEN**

November 18, 2011

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**Dr. David A. Eckhardt  
Computer Science Department  
Carnegie Mellon University  
5000 Forbes Avenue  
Pittsburgh, PA 15213Re: Venango County Audit  
Our File No. 1928-0222

Dear Dr. Eckhardt:

This Firm represents Election Systems and Software (“ES&S”) with regard to the Venango County Audit of the May 2011 County election. We understand that you have agreed to conduct, for free, a forensic audit of the computer hard drive related to the ES&S electronic voting system used by the County in the election. We also understand that in connection with your audit you were provided full access to copy the computer hard drive, which you utilized to make two copies of the hard drive: one copy for conducting the audit, and a second ghost copy for some unknown use that has not been disclosed to ES&S. We understand you have undertaken these actions at the behest of the Board of Elections for Venango County (the “Board”).

In the event that the Board has failed to notify you previously, ES&S hereby provides notice that you are in possession of proprietary, confidential information of the most sensitive nature to ES&S, without the permission or consent of ES&S. ES&S hereby demands that you execute the Confidentiality and Non-Disclosure Agreement sent previously to Charles Pascal, who is receiving a courtesy copy of this letter. Demand is further made for you to return all information provided to you, including but not limited to the additional ghost copy of the hard drive which contains ES&S’ proprietary and confidential information, upon your completion of the audit, with all interim audit work performed and dissemination of the confidential information to the Board by you done pursuant to the terms of the Confidentiality and Non-Disclosure Agreement.

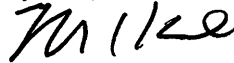
Should you fail to execute the agreement immediately or use the confidential and proprietary information you have been provided for any purpose(s) other than (1) performing the forensic audit requested by the Board and (2) reporting your results only to the Board, ES&S has authorized me to institute immediate legal action to retrieve its proprietary and confidential

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information, including but not limited to filing an action for conversion, replevin, and any additional remedies available to ES&S, all of which are expressly reserved.

Please confirm your agreement to refrain from using or disclosing the confidential information to anyone other than the Board by signing and returning the Confidentiality and Non-Disclosure Agreement previously sent. If you need another copy to sign, please do not hesitate to contact me.

Very truly yours,



Michael C. Cox

MCC/jlm

cc: Tim Hallett  
Charles A. Pascal