

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June 30, 2018**

Commission file number **000-26621**



NIC INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

52-2077581

(I.R.S. Employer
Identification No.)

25501 West Valley Parkway, Suite 300, Olathe, Kansas 66061

(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(877) 234-3468**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

On July 19, 2018, the registrant had 66,559,859 shares of common stock outstanding.

NIC INC.
Form 10-Q for the Quarter Ended June 30, 2018
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PART I - FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

NIC INC.
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)
thousands except par value amount

ASSETS	June 30, 2018	December 31, 2017
Current assets:		
Cash	\$ 172,725	\$ 160,777
Trade accounts receivable, net	92,757	103,938
Prepaid expenses & other current assets	13,013	12,843
Total current assets	278,495	277,558
Property and equipment, net	9,930	10,306
Intangible assets, net	7,460	5,214
Deferred income taxes, net	53	667
Other assets	1,880	1,986
Total assets	\$ 297,818	\$ 295,731
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 69,460	\$ 88,920
Accrued expenses	22,274	26,501
Other current liabilities	3,412	3,673
Total current liabilities	95,146	119,094
Other long-term liabilities	9,153	8,395
Total liabilities	104,299	127,489
Commitments and contingencies (Notes 2 and 3)	—	—
Stockholders' equity:		
Common stock, \$0.0001 par, 200,000 shares authorized, 66,556 and 66,271 shares issued and outstanding	7	7
Additional paid-in capital	114,507	111,275
Retained earnings	79,005	56,960
Total stockholders' equity	193,519	168,242
Total liabilities and stockholders' equity	\$ 297,818	\$ 295,731

See accompanying notes to the unaudited consolidated financial statements.

NIC INC.
CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)
thousands except per share amount

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Revenues:				
Portal revenues	\$ 86,555	\$ 79,374	\$ 167,346	\$ 156,572
Software & services revenues	5,943	5,952	11,877	11,931
Total revenues	92,498	85,326	179,223	168,503
Operating expenses:				
Cost of portal revenues, exclusive of depreciation & amortization	51,711	49,009	100,353	96,041
Cost of software & services revenues, exclusive of depreciation & amortization	2,235	1,779	4,463	3,542
Selling & administrative	14,003	13,131	27,153	24,791
Depreciation & amortization	2,145	1,688	4,210	3,301
Total operating expenses	70,094	65,607	136,179	127,675
Operating income	22,404	19,719	43,044	40,828
Other income:				
Interest income	57	—	58	—
Income before income taxes	22,461	19,719	43,102	40,828
Income tax provision	5,450	6,950	10,582	14,074
Net income	\$ 17,011	\$ 12,769	\$ 32,520	\$ 26,754
Basic net income per share				
Basic net income per share	\$ 0.25	\$ 0.19	\$ 0.48	\$ 0.40
Diluted net income per share				
Diluted net income per share	\$ 0.25	\$ 0.19	\$ 0.48	\$ 0.40
Weighted average shares outstanding:				
Basic	66,541	66,248	66,432	66,147
Diluted	66,561	66,248	66,447	66,147

See accompanying notes to the unaudited consolidated financial statements.

NIC INC.
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(UNAUDITED)
thousands

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount			
Balance, January 1, 2018	66,271	\$ 7	\$ 111,275	\$ 56,960	\$ 168,242
Net cumulative effect of adoption of accounting standard	—	—	—	208	208
Net income	—	—	—	32,520	32,520
Restricted stock vestings	246	—	—	—	—
Dividends declared	—	—	—	(10,755)	(10,755)
Dividend equivalents on unvested performance-based restricted stock awards	—	—	68	(68)	—
Dividend equivalents cancelled upon forfeiture of performance-based restricted stock awards	—	—	(140)	140	—
Shares surrendered and cancelled upon vesting of restricted stock to satisfy tax withholdings	(83)	—	(1,165)	—	(1,165)
Stock-based compensation	—	—	3,087	—	3,087
Issuance of common stock under employee stock purchase plan	122	—	1,382	—	1,382
Balance, June 30, 2018	66,556	\$ 7	\$ 114,507	\$ 79,005	\$ 193,519

See accompanying notes to the unaudited consolidated financial statements.

NIC INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
thousands

	Six Months Ended June 30,	
	2018	2017
Cash flows from operating activities:		
Net income	\$ 32,520	\$ 26,754
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for losses on accounts receivable	343	379
Depreciation & amortization	4,210	3,301
Stock-based compensation expense	3,087	3,178
Deferred income taxes	614	796
Loss on disposal of property and equipment	—	39
Changes in operating assets and liabilities:		
Decrease in trade accounts receivable, net	10,838	2,994
(Increase) decrease in prepaid expenses & other current assets	(170)	2,651
Decrease (increase) in other assets	262	(1,507)
(Decrease) in accounts payable	(19,460)	(14,535)
(Decrease) in accrued expenses	(4,393)	(1,271)
(Decrease) increase in other current liabilities	(209)	644
Increase in other long-term liabilities	758	1,010
Net cash provided by operating activities	28,400	24,433
Cash flows from investing activities:		
Purchases of property and equipment	(2,411)	(2,395)
Proceeds from sale of property and equipment	—	7
Capitalized software development costs	(3,503)	(1,692)
Net cash used in investing activities	(5,914)	(4,080)
Cash flows from financing activities:		
Cash dividends on common stock	(10,755)	(10,692)
Proceeds from employee common stock purchases	1,382	1,330
Tax withholdings related to stock-based compensation awards	(1,165)	(2,614)
Net cash used in financing activities	(10,538)	(11,976)
Net increase in cash	11,948	8,377
Cash, beginning of period	160,777	127,009
Cash, end of period	\$ 172,725	\$ 135,386
Other cash flow information:		
Non-cash investing activities:		
Capital expenditures accrued but not yet paid	\$ 166	\$ 83
Cash payments:		
Income taxes paid, net	\$ 8,883	\$ 12,405

See accompanying notes to the unaudited consolidated financial statements.

NIC INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY

NIC Inc., together with its subsidiaries (the "Company" or "NIC") is a leading provider of digital government services that help governments use technology to provide a higher level of service to businesses and citizens and increase efficiencies. The Company accomplishes this currently through two channels: its primary outsourced portal businesses and its software & services businesses.

In its primary outsourced portal businesses, the Company generally designs, builds, and operates internet-based portals on an enterprise-wide basis on behalf of state and local governments desiring to provide access to government information and to complete secure government-based transactions through multiple online channels, including mobile devices. These portals consist of websites and applications the Company has built that allow consumers, such as businesses and citizens, to access government information online and complete transactions. The Company typically manages operations for each contractual relationship through separate local subsidiaries that operate as decentralized businesses with a high degree of autonomy. The Company is typically responsible for funding the up-front investments and ongoing operations and maintenance costs of the outsourced government portals. The Company's software & services businesses primarily include its subsidiaries that provide software development and digital government services, other than outsourced portal services, to federal agencies as well as state and local governments.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. ("U.S. GAAP"). The consolidated financial statements include all of the Company's direct and indirect wholly owned subsidiaries. All intercompany balances and transactions have been eliminated.

Pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"), certain information and note disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. In the opinion of management, the unaudited consolidated financial statements contain all adjustments (consisting of normal and recurring adjustments) necessary to fairly present the consolidated financial position and the results of operations and cash flows of the Company as of the dates and for the interim periods presented. The unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company for the year ended December 31, 2017, including the notes thereto, set forth in the Company's 2017 Annual Report on Form 10-K.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the unaudited consolidated financial statements and accompanying notes. Actual results could differ from those estimates. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year ending December 31, 2018.

Recently issued accounting pronouncements

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), a new standard related to revenue recognition. Under this standard, revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. In addition, the standard requires expanded disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The FASB has issued several amendments to the standard, including clarification on accounting for licenses of intellectual property and identifying performance obligations.

On January 1, 2018, the Company adopted ASC 606, and all the related amendments, using the modified retrospective method for all contracts not completed as of the date of adoption. The adoption of ASC 606 represents a change in accounting principle for portal software development and services contracts that will more closely align revenue recognition with the delivery of Company's services, which under certain contracts will result in the recognition of revenue over time as opposed to at a point in time. Upon adoption, there was not a significant cumulative adjustment to retained earnings on the Company's balance sheet for

this change in accounting principle. Under the modified retrospective method, the comparative information was not restated and continues to be reported under the accounting standards in effect for those periods. The impact to revenues for the three and six months ended June 30, 2018 was not significant as a result of applying ASC 606.

Leases

In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, *Leases (Topic 842)*, which will update the existing guidance on accounting for leases and require new qualitative and quantitative disclosures about the Company’s leasing activities. The new standard requires the recognition of right-of-use (“ROU”) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases under current U.S. GAAP. The new standard will become effective for the Company beginning with the first quarter 2019 and requires a modified retrospective transition approach. The Company is currently evaluating the effects that the standard will have on its consolidated financial statements, which the Company anticipates could be significant, due mainly to its non-cancellable operating leases for office space. As further described in Note 7, Commitments and Contingencies, to the Company’s 2017 Annual Report on Form 10-K, filed with the SEC on February 22, 2018, as of December 31, 2017, the Company had minimum lease commitments under non-cancellable operating leases totaling \$16.0 million.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326)*, to replace the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. For trade and other receivables, the Company will be required to use a forward-looking expected loss model rather than the incurred loss model for recognizing credit losses which reflects losses that are probable. The ASU will be effective for the Company beginning January 1, 2020, with early adoption permitted beginning January 1, 2019. Application of the standard will be through a cumulative-effect adjustment to retained earnings as of the effective date. The Company is currently evaluating the new standard and the estimated impact it will have on the Company’s consolidated financial statements.

Revenue recognition

The Company accounts for revenue in accordance with ASC 606 which the Company adopted on January 1, 2018. In accordance with ASC 606, revenue is recognized when a customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the Company satisfies a performance obligation. The Company only applies the five-step model to contracts when it is probable that the Company will collect the consideration it is entitled to in exchange for the goods or services it transfers to the customer. At contract inception, the Company assesses the goods or services promised within each contract and determines those that are performance obligations and assesses whether each promised good or service is distinct. The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied. Sales and usage-based taxes, if applicable, are excluded from revenues.

Disaggregation of Revenue

The Company currently earns revenues from three main sources: (i) transaction-based fees, which consist of interactive government services (“IGS”), driver history records (“DHR”) and other transaction based revenues, (ii) portal software development & services and (iii) fixed fees for portal management services. The following table summarizes, by reportable and operating segment, our principal activities from which the Company generates revenue (in thousands):

	Three Months Ended June 30, 2018			Six Months Ended June 30, 2018		
	Outsourced Portals	Other Software & Services	Consolidated Total	Outsourced Portals	Other Software & Services	Consolidated Total
IGS	\$ 55,111	\$ —	\$ 55,111	105,379	—	\$ 105,379
DHR	26,645	—	26,645	53,883	—	53,883
Other	—	5,943	5,943	—	11,877	11,877
Total transaction-based	81,756	5,943	87,699	159,262	11,877	171,139
Portal software development & services	3,562	—	3,562	5,609	—	5,609
Portal management	1,237	—	1,237	2,475	—	2,475
Total revenues	\$ 86,555	\$ 5,943	\$ 92,498	\$ 167,346	\$ 11,877	\$ 179,223

	Three Months Ended June 30, 2017			Six Months Ended June 30, 2017		
	Outsourced Portals	Other Software & Services	Consolidated Total	Outsourced Portals	Other Software & Services	Consolidated Total
IGS	\$ 50,217	\$ —	\$ 50,217	\$ 96,142	\$ —	\$ 96,142
DHR	25,689	—	25,689	53,858	—	53,858
Other	—	5,952	5,952	—	11,931	11,931
Total transaction-based	75,906	5,952	81,858	150,000	11,931	161,931
Portal software development & services	2,193	—	2,193	4,022	—	4,022
Portal management	1,275	—	1,275	2,550	—	2,550
Total revenues	\$ 79,374	\$ 5,952	\$ 85,326	\$ 156,572	\$ 11,931	\$ 168,503

Transaction-based revenues

The Company recognizes revenue from providing outsourced digital services to its government partners. Under these contracts, the Company agrees to provide continuous access to digital government services that allow consumers to complete secure transactions, such as applying for a permit, retrieving government records, or filing a government-mandated form or report. The contractual promise to provide continuous access to each of these digital government services is a single stand-ready performance obligation.

Transaction-based fees earned by the Company are typically usage-based and calculated based on the number of transactions processed each day at the contractual net fee earned by the Company for each transaction. These usage-based fees are deemed to be variable consideration that meets the practical expedient within ASC 606-10-50-14(a) whereby the Company is not required to disclose the transaction price allocated to remaining performance obligations if the variable consideration is allocated entirely to a wholly unsatisfied performance obligation. Under these arrangements, the usage-based fees are fully constrained and recognized once the uncertainties associated with the constraint are resolved, which is when the related transactions occur each day.

The Company satisfies its performance obligation by providing access to applications over the contractual term, and by processing transactions as they are initiated by consumers. The performance obligation is satisfied on the day in which the Company provides the access and it is used by the consumer.

In most of its transaction-based revenue arrangements, the Company acts as an agent and recognizes revenue on a net basis. The gross transaction fees collected by the Company from consumers on behalf of its government partners are not recognized as

revenue but are accrued as accounts payable when the services are provided at the time of the transactions. The Company must remit a certain amount or a percentage of these fees to government agencies regardless of whether the Company ultimately collects the fees from the consumer. As a result, trade accounts receivable and accounts payable reflect the gross amounts outstanding at the balance sheet dates.

Under certain contracts, the Company's government partners may receive consideration for a portion of the gross transaction fees. In circumstances where the Company receives a discernible benefit in the arrangement, the consideration paid to the government partner is recorded on a gross basis within costs of revenues. Otherwise, the consideration paid to the government partner is accounted for on a net basis as a reduction in the transaction-based fee recorded within net revenue.

Portal software development and services revenues

The Company's portal software development and services revenues primarily include revenues from providing software development and other time and materials services to our government partners. The Company identifies each performance obligation in its software development and services contracts at contract inception, which are generally combined into a single promise. The contract pricing is either at stated billing rates per hour or a fixed amount. These contracts are generally short-term in nature and not longer than one year in duration.

For services provided under software development and services agreements that result in the transfer of control over time, the underlying deliverable is owned and controlled by the customer and does not create an asset with an alternative use to the Company. The Company recognizes revenue on rate per hour contracts based on the amount billable to the customer, as the Company has the right to invoice the customer in an amount that directly corresponds with the value to the customer of the Company's performance to date. For fixed fee contracts, the Company utilizes the input method and recognizes revenue based on the labor hours expended to date relative to the total hours expected to satisfy the contract performance obligation. This input measure of progress is used because it best depicts the transfer of assets to the customer, which occurs as the Company incurs costs to deliver the promise in the contracts. Certain software development and service contracts include substantive customer acceptance provisions. In contracts that include substantive customer acceptance provisions, the Company recognizes revenue at a point in time upon customer acceptance.

Under its portal software development and services contracts, the Company typically does not have significant future performance obligations that extend beyond one year. As of June 30, 2018, the total transaction price allocated to unsatisfied performance obligations was approximately \$4.6 million.

Portal management revenues

Portal management revenues primarily consist of revenues from providing recurring fixed fee portal management services for the Company's government partner in Indiana. This contract has a single performance obligation to provide a broad scope of services to manage the digital government services for the state of Indiana. The Company satisfies its performance obligation by providing services to the state over time. The contract can be terminated without a penalty by the state with a 30-day notice, and accordingly, the period over which the Company performs services is commensurate with a month to month contract. Consideration consists of a fixed-monthly fee that is recognized monthly as the performance obligation is satisfied.

As of June 30, 2018, the Company's Indiana portal management contract had unsatisfied performance obligations for one month. The total transaction price allocated to the unsatisfied performance obligation is not significant.

Unearned Revenues

The Company records unearned revenues when cash payments are received or due in advance of the Company's satisfaction of the performance obligation(s). At each balance sheet date, the Company determines the portion of unearned revenues that will be earned within one year and records that amount in other current liabilities in the consolidated balance sheets. The remainder, if any, is recorded in other long-term liabilities. The Company does not assess whether a contract has a significant financing component if the expectation at contract inception is such that the period between payment by the customer and the transfer of the promised goods or services to the customer will be one year or less. Unearned revenues at June 30, 2018 and December 31, 2017 were approximately \$1.5 million and \$1.4 million, respectively. The change in the deferred revenue balance for the six months ended June 30, 2018 is primarily driven by cash payments received or due in advance of satisfying our performance obligations, offset by \$2.4 million of revenues recognized that were included in the deferred revenue balance at the beginning of the period.

3. OUTSOURCED GOVERNMENT CONTRACTS

State enterprise contracts

The Company's outsourced state master contracts generally have an initial multi-year term with provisions for renewals for various periods at the option of the government. The Company's primary business obligation under these contracts is generally to design, build, and operate digital government services on an enterprise-wide basis on behalf of governments desiring to provide access to government information and to digitally complete government-based transactions. NIC typically markets the services and solicits consumers to complete government-based transactions and to enter into subscriber contracts permitting the user to access the portal and the government information contained therein in exchange for transactional and/or subscription user fees. The Company enters into statements of work with various agencies and divisions of the government to provide specific services and to conduct specific transactions. These statements of work preliminarily establish the pricing of the online transactions and data access services the Company provides and the division of revenues between the Company and the government agency. The government oversight authority must approve prices and revenue sharing agreements. The Company has limited control over the level of fees it is permitted to retain.

The Company is typically responsible for funding the up-front investments and ongoing operations and maintenance costs of digital government services, and generally owns all the intellectual property in connection with the applications developed under these contracts. After completion of a defined contract term or upon termination for cause, the government partner typically receives a perpetual, royalty-free license to use the applications and digital government services built by the Company only in its own state. However, certain enterprise applications, proprietary customer management, billing, payment processing and other software applications that the Company has developed and standardized centrally are provided to its government partners on a software-as-a-service ("SaaS") basis, and thus would not be included in any royalty-free license. If the Company's contract expires after a defined term or if its contract is terminated by a government partner for cause, the government agency would be entitled to take over the portal in place, and NIC would have no future revenue from, or obligation to, such former government partner, except as otherwise provided in the contract.

Any renewal of these contracts beyond the initial term by the government is optional and a government may terminate its contract prior to the expiration date if the Company breaches a material contractual obligation and fails to cure such breach within a specified period or upon the occurrence of other events or circumstances specified in the contract. In addition, 16 contracts under which the Company provides enterprise-wide digital government services, as well as the Company's contract with the Federal Motor Carrier Safety Administration ("FMCSA"), can be terminated by the other party without cause on a specified period of notice. Collectively, revenues generated from these contracts represented approximately 64% and 63% of the Company's total consolidated revenues for the three and six months ended June 30, 2018, respectively. If any of these contracts is terminated without cause, the terms of the respective contract may require the government to pay the Company a fee to continue to use the Company's applications in its portal.

Under a typical state master contract, the Company is required to fully indemnify its government clients against claims that the Company's services infringe upon the intellectual property rights of others and against claims arising from the Company's performance or the performance of the Company's subcontractors under the contract. At June 30, 2018, the Company was bound by performance bond commitments totaling approximately \$5.8 million on certain outsourced portal contracts.

The following is a summary of the government contracts through which the Company currently generates significant revenue and has the ability to provide enterprise-wide outsourced digital government services to multiple government agencies:

NIC Enterprise Contract	State	Year Services Commenced	Contract Expiration Date	Renewal Options Through
NICUSA, IL Division	Illinois	2017	6/29/2023	6/29/2027
Louisiana Interactive, LLC	Louisiana	2015	1/28/2020	
Connecticut Interactive, LLC	Connecticut	2014	1/9/2020	
Wisconsin Interactive Network, LLC	Wisconsin	2013	5/12/2021	5/13/2023
Pennsylvania Interactive, LLC	Pennsylvania	2012	11/30/2019	11/30/2022
NICUSA, OR Division	Oregon	2011	11/22/2021	
NICUSA, MD Division	Maryland	2011	8/10/2019	
Mississippi Interactive, LLC	Mississippi	2011	12/31/2019	12/31/2021
NICUSA, NJ Division	New Jersey	2009	4/30/2020	4/30/2022
Texas NICUSA, LLC	Texas	2009	8/31/2018	
West Virginia Interactive, LLC	West Virginia	2007	6/30/2021	6/30/2024
Vermont Information Consortium, LLC	Vermont	2006	6/8/2019	
Colorado Interactive, LLC	Colorado	2005	4/30/2019	4/30/2023
South Carolina Interactive, LLC	South Carolina	2005	7/15/2019	7/15/2021
Kentucky Interactive, LLC	Kentucky	2003	8/31/2020	
Alabama Interactive, LLC	Alabama	2002	3/19/2020	3/19/2022
Rhode Island Interactive, LLC	Rhode Island	2001	7/1/2019	
Oklahoma Interactive, LLC	Oklahoma	2001	3/31/2019	3/31/2020
Montana Interactive, LLC	Montana	2001	12/31/2019	12/31/2020
Hawaii Information Consortium, LLC	Hawaii	2000	1/3/2020	
Idaho Information Consortium, LLC	Idaho	2000	6/30/2019	
Utah Interactive, LLC	Utah	1999	6/5/2019	
Maine Information Network, LLC	Maine	1999	12/31/2018	
Arkansas Information Consortium, LLC	Arkansas	1997	6/30/2019	
Indiana Interactive, LLC	Indiana	1995	10/24/2021	
Nebraska Interactive, LLC	Nebraska	1995	3/31/2019	3/31/2021
Kansas Information Consortium, LLC	Kansas	1992	12/31/2022	12/31/2026

Outsourced federal contract

The Company's subsidiary NIC Federal, LLC has a contract with the FMCSA to develop and manage the FMCSA's Pre-Employment Screening Program ("PSP") for motor carriers nationwide, using a transaction-based business model. In 2017, the FMCSA exercised the second of its two one-year renewal options, extending the current contract through August 31, 2018. The contract can be terminated by the FMCSA without cause on a specified period of notice.

Expiring contracts

There are currently 8 contracts under which the Company provides state enterprise-wide outsourced digital government services that have expiration dates within the 12-month period following June 30, 2018. Collectively, revenues generated from these contracts represented approximately 41% and 42% of the Company's total consolidated revenues for the three and six months ended June 30, 2018, respectively. Although certain of these contracts have renewal provisions, any renewal is at the option of the Company's government partner. As described above, if a contract is not renewed after a defined term, the government partner would be entitled to take over the portal in place, and NIC would have no future revenue from, or obligation to, such former government partner, except as otherwise provided in the contract.

As previously disclosed, Texas NICUSA, LLC ("Texas NICUSA") was selected to provide payment processing services set forth in the Texas.gov 3.0 Procurement RFO (the "Texas RFO"), but was not selected to provide the portal operations, maintenance and development services set forth in the Texas RFO. The current agreement between the state of Texas and Texas NICUSA expires on August 31, 2018 and the new payment processing services contract commences on September 1, 2018. On April 16, 2018, Texas NICUSA submitted a protest with the Texas Department of Information Resources (the "DIR") of the DIR's decision to award the contract relating to the portal operations, maintenance and development services to another vendor. In the protest, Texas NICUSA cited flaws in the procurement process and award decision. The protest was initially denied by the procurement department on May 10, 2018 and appealed by Texas NICUSA to DIR on May 24, 2018. There can be no assurance that the appeal submitted by Texas NICUSA will be successful, or that Texas NICUSA will ultimately be awarded a contract relating to portal operations, maintenance and development services if the appeal is upheld. The Texas portal accounted for approximately 20% of the Company's total consolidated revenues for the three and six months ended June 30, 2018 and 2017.

Should the Company no longer provide portal operations, maintenance and development services after final resolution of the protest and the completion of the current Texas enterprise contract on August 31, 2018, the Company expects to substantially reduce its workforce in Texas. The Company will recognize employee termination expenses at the date the employee is notified, unless the employee is required to provide future service, in which case the benefits will be expensed ratably over the future service period. Total one-time severance-related and transition costs, which will be recognized in cost of portal revenues in the unaudited consolidated statement of income in the outsourced portal segment, are currently anticipated to approximate \$1.0 million. The Company incurred \$0.6 million in one-time severance-related and transition costs during the three months ended June 30, 2018. The Company expects the remainder to be incurred and paid out during the third quarter of 2018.

The contract under which the Company's subsidiary, NICUSA Inc. ("NICUSA"), managed digital government services for the state of Tennessee expired on March 31, 2017. For the six months ended June 30, 2017 revenues from the Tennessee portal contract were approximately \$1.8 million.

4. EARNINGS PER SHARE

Unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and are included in the computation of earnings per share pursuant to the two-class method for all periods presented. The two-class method is an earnings allocation formula that treats a participating security as having rights to undistributed earnings that would otherwise have been available to common stockholders. The Company's service-based restricted stock awards contain non-forfeitable rights to dividends and are participating securities. Accordingly, service-based restricted stock awards were included in the calculation of earnings per share using the two-class method for all periods presented. Unvested service-based restricted shares totaled 0.6 million for three and six months ended June 30, 2017 and 0.7 million for the three and six months ended June 30, 2018. Basic earnings per share is calculated by first allocating earnings between common stockholders and participating securities. Earnings attributable to common stockholders are divided by the weighted average number of common shares outstanding during the period. Diluted earnings per share is calculated by giving effect to dilutive potential common shares outstanding during the period. The dilutive effect of shares related to the Company's employee stock purchase plan is determined based on the treasury stock method. The dilutive effect of service-based restricted stock awards is based on the more dilutive of the treasury stock method or the two-class method assuming a reallocation of undistributed earnings to common stockholders after considering the dilutive effect of potential common shares other than the participating unvested restricted stock awards. The dilutive effect of performance-based restricted stock awards is based on the treasury stock method.

The following table sets forth the computation of basic and diluted earnings per share (in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Numerator:				
Net income	\$ 17,011	\$ 12,769	\$ 32,520	\$ 26,754
Less: Income allocated to participating securities	(187)	(117)	(355)	(245)
Net income available to common stockholders	<u>\$ 16,824</u>	<u>\$ 12,652</u>	<u>\$ 32,165</u>	<u>\$ 26,509</u>
Denominator:				
Weighted average shares - basic	66,541	66,248	66,432	66,147
Performance-based restricted stock awards	20	—	15	—
Weighted average shares - diluted	<u>66,561</u>	<u>66,248</u>	<u>66,447</u>	<u>66,147</u>
Basic net income per share:				
Net income	<u>\$ 0.25</u>	<u>\$ 0.19</u>	<u>\$ 0.48</u>	<u>\$ 0.40</u>
Diluted net income per share:				
Net income	<u>\$ 0.25</u>	<u>\$ 0.19</u>	<u>\$ 0.48</u>	<u>\$ 0.40</u>

5. STOCKHOLDERS' EQUITY

The Company's Board of Directors declared and paid the following dividends (payment in millions) during the periods presented:

Declaration Date	Dividend per Share	Record Date	Payment Date	Payment
May 1, 2018	\$0.08	June 5, 2018	June 19, 2018	\$5.4
January 29, 2018	\$0.08	March 6, 2018	March 20, 2018	\$5.4
May 2, 2017	\$0.08	June 6, 2017	June 20, 2017	\$5.4
January 30, 2017	\$0.08	March 7, 2017	March 21, 2017	\$5.3

On July 30, 2018, the Company's Board of Directors declared a regular quarterly cash dividend of \$0.08 per share, payable to stockholders of record as of September 5, 2018. The dividend, which is expected to total approximately \$5.4 million, will be paid on September 19, 2018, out of the Company's available cash.

6. INCOME TAXES

As previously disclosed, on December 22, 2017, the Tax Cuts and Jobs Act (the "Tax Act") was signed into law. The Tax Act, among other changes, reduces the statutory federal corporate income tax rate from 35.0% to 21.0%. The Company received the benefit of the reduced statutory federal corporate income tax rate starting January 1, 2018, which is partially offset by changes in certain deductions (most notably the elimination of the domestic production activities deduction). Due to the complexities of the new tax legislation, the SEC has issued Staff Accounting Bulletin 118 which allows for the recognition of provisional amounts during a measurement period similar to the measurement period used when accounting for business combinations. The Company will continue to assess the impact of the new tax legislation, as well as any related future regulations and rules, and will record any additional impacts as identified during the measurement period, if necessary.

The following table reconciles the statutory federal tax rate and the Company's effective tax rate for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Statutory federal income tax rate	21.0 %	35.0 %	21.0 %	35.0 %
Tax deficit (benefit) from restricted stock vestings	0.2 %	(0.3)%	0.6 %	(1.2)%
Domestic production activities deductions	— %	(2.8)%	— %	(2.7)%
Federal and state tax credits	(1.5)%	(1.3)%	(1.6)%	(1.3)%
State income taxes	2.3 %	1.9 %	2.3 %	1.8 %
Uncertain tax positions	1.6 %	2.0 %	1.6 %	2.2 %
Nondeductible and other expenses	0.7 %	0.7 %	0.7 %	0.7 %
Effective federal and state income tax rate	24.3 %	35.2 %	24.6 %	34.5 %

The Company's effective tax rate was approximately 24.3% and 24.6% for the three and six months ended June 30, 2018, respectively, compared to 35.2% and 34.5% for the three and six months ended June 30, 2017, respectively. The Company's effective tax rate for the three and six months ended June 30, 2018 reflects the reduction of the statutory federal corporate income tax rate to 21% resulting from the Tax Act, the repeal of the domestic production activities deduction resulting from Tax Act and a tax deficit related to lower tax deductions for the vesting of restricted stock awards. The Company's effective tax rate for the three and six months ended June 30, 2017 was not significantly different than the federal rate of 35%.

7. STOCK BASED COMPENSATION

During the first half of 2018, the Compensation Committee of the Board of Directors of the Company granted to certain management-level employees and executive officers, service-based restricted stock awards totaling 336,891 shares with a grant-date fair value totaling approximately \$4.7 million. Such restricted stock awards vest beginning one year from the date of grant in annual installments of 25%. In addition, during the first half of 2018, non-employee directors of the Company were granted service-based restricted stock awards totaling 54,584 shares with a grant-date fair value of approximately \$0.8 million. Such restricted stock awards vest one year from the date of grant. Restricted stock is valued at the date of grant, based on the closing market price of the Company's common stock, and expensed using the straight-line method over the requisite service period (generally the vesting period of the award). The Company records forfeitures when they occur.

During the first half of 2018, the Compensation Committee of the Board of Directors of the Company granted to certain executive officers performance-based restricted stock awards pursuant to the terms of the Company's executive compensation program totaling 177,730 shares with a grant-date fair value totaling approximately \$2.4 million. This represents the maximum number of shares the executive officers can earn at the end of a three-year performance period ending December 31, 2020. The actual number of shares earned will be based on the Company's performance related to the following performance criteria over the performance period:

- Operating income growth (three-year compound annual growth rate);
- Total consolidated revenue growth (three-year compound annual growth rate); and
- Return on invested capital (three-year average).

At the end of the three-year period, the executive officers are eligible to receive up to a specified number of shares based upon the Company's performance relative to these performance criteria over the performance period. In addition, the executive officers will accrue dividend equivalents for any cash dividends declared during the performance period, payable in the form of additional shares of Company common stock, based upon the maximum number of shares to be earned by the executive officers for each performance-based restricted stock award. Such hypothetical cash dividend payment shall be divided by the fair value of the Company's common stock on the dividend payment date to determine the maximum number of notional shares to be awarded. At the end of the three-year performance period and on the date some or all of the shares are paid under the agreement, a pro rata number of notional dividend shares will be converted into an equivalent number of dividend shares paid and granted to the executive officers based upon the actual number of underlying shares earned during the performance period.

At December 31, 2017, the three-year performance period related to the performance-based restricted stock awards granted to certain executive officers on February 23, 2015 ended. Based on the Company's actual financial results from 2015 through 2017, no shares or dividend equivalent shares were earned. The 91,820 shares subject to the awards were forfeited in the first quarter of 2018.

Stock-based compensation cost for performance-based restricted stock awards is measured at the grant date based on the fair value of shares expected to be earned at the end of the performance period, and is recognized as expense over the performance period based upon the probable number of shares expected to vest.

The following table presents stock-based compensation expense included in the Company's unaudited consolidated statements of income (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Cost of portal revenues, exclusive of depreciation & amortization	\$ 359	\$ 345	\$ 802	\$ 657
Cost of software & services revenues, exclusive of depreciation & amortization	36	27	76	44
Selling & administrative	1,177	1,332	2,209	2,477
Stock-based compensation expense	<u>\$ 1,572</u>	<u>\$ 1,704</u>	<u>\$ 3,087</u>	<u>\$ 3,178</u>

8. REPORTABLE SEGMENT AND RELATED INFORMATION

The Outsourced Portals segment is the Company's only reportable segment and generally includes the Company's subsidiaries operating outsourced state and local government portals under state enterprise contracts. The Other Software & Services category primarily includes the Company's subsidiaries that provide software development and digital government services to federal agencies as well as other state and local governments. Each of the Company's businesses within the Other Software & Services category is an operating segment and has been grouped together to form the Other Software & Services category, as none of the operating segments meets the quantitative threshold of a separately reportable segment. There have been no significant intersegment transactions for the periods reported. The summary of significant accounting policies applies to all operating segments.

The measure of profitability by which management, including the Company's chief operating decision maker, evaluates the performance of its segments and allocates resources to them is operating income (loss) before income taxes. Segment assets or other segment balance sheet information is not presented to the Company's chief operating decision maker. Accordingly, the Company has not presented information relating to segment assets.

The table below reflects summarized financial information for the Company's reportable and operating segments for the three months ended June 30, (in thousands):

	<u>Outsourced Portals</u>	<u>Other Software & Services</u>	<u>Other Reconciling Items</u>	<u>Consolidated Total</u>
2018				
Revenues	\$ 86,555	\$ 5,943	\$ —	\$ 92,498
Costs & expenses	51,711	2,235	14,003	67,949
Depreciation & amortization	930	28	1,187	2,145
Operating income (loss) before income taxes	<u>\$ 33,914</u>	<u>\$ 3,680</u>	<u>\$ (15,190)</u>	<u>\$ 22,404</u>
2017				
Revenues	\$ 79,374	\$ 5,952	\$ —	\$ 85,326
Costs & expenses	49,009	1,779	13,131	63,919
Depreciation & amortization	668	23	997	1,688
Operating income (loss) before income taxes	<u>\$ 29,697</u>	<u>\$ 4,150</u>	<u>\$ (14,128)</u>	<u>\$ 19,719</u>

The table below reflects summarized financial information for the Company's reportable and operating segments for the six months ended June 30, (in thousands):

	<u>Outsourced Portals</u>	<u>Other Software & Services</u>	<u>Other Reconciling Items</u>	<u>Consolidated Total</u>
2018				
Revenues	\$ 167,346	\$ 11,877	\$ —	\$ 179,223
Costs & expenses	100,353	4,463	27,153	131,969
Depreciation & amortization	1,807	55	2,348	4,210
Operating income (loss) before income taxes	<u>\$ 65,186</u>	<u>\$ 7,359</u>	<u>\$ (29,501)</u>	<u>\$ 43,044</u>
2017				
Revenues	\$ 156,572	\$ 11,931	\$ —	\$ 168,503
Costs & expenses	96,041	3,542	24,791	124,374
Depreciation & amortization	1,353	46	1,902	3,301
Operating income (loss) before income taxes	<u>\$ 59,178</u>	<u>\$ 8,343</u>	<u>\$ (26,693)</u>	<u>\$ 40,828</u>

For each of the three and six months ended June 30, 2018 and June 30, 2017, the Company's Texas portal contract accounted for approximately 20% of the Company's total consolidated revenues. No other state portal contract accounted for more than 10% of the Company's total consolidated revenues.

9. SUBSEQUENT EVENT

As previously announced, the Company signed and closed an Asset Purchase Agreement (“APA”) in July 2018 with a Maryland-based, privately held company, Leap Orbit LLC, to purchase a prescription drug monitoring program software technology platform, RxOrbit. The purchase price of the software technology platform and all ancillary and all associated incidental intangible assets consisted of an up-front payment of approximately \$3.5 million and the potential of an additional approximately \$3.5 million of future payments if certain conditions under the APA are met.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

CAUTION ABOUT FORWARD-LOOKING STATEMENTS

Statements in this Quarterly Report on Form 10-Q regarding NIC Inc. and its subsidiaries (referred to herein as "the Company", "NIC", "we", "our" or "us") and its business, which are not current or historical facts, are "forward-looking statements" that involve risks and uncertainties. Forward-looking statements include, but are not limited to, statements of plans and objectives, statements of future economic performance or financial projections, statements regarding expected severance-related and transition costs, statements regarding the planned implementation of new portal contracts and new projects under existing portal contracts, the expected length of contract terms, statements relating to the our business plans, objectives and expected operating results, statements relating to our expected effective tax rate and the potential effect of tax law changes, statements relating to possible future dividends and share repurchases, statements relating to the Texas procurement process, statements regarding the expected effects of changes in accounting standards, statements of assumptions underlying such statements, and statements of our intentions, hopes, beliefs, expectations, or predictions of the future. For example, statements like we "expect," we "believe," we "plan," we "intend," or we "anticipate" are forward-looking statements. Investors should be aware that our actual operating results and financial performance may differ materially from our expressed expectations because of risks and uncertainties about the future including those risks discussed in this Quarterly Report on Form 10-Q and in our 2017 Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on February 22, 2018.

There are a number of important factors that could cause actual results to differ materially from those suggested or indicated by such forward-looking statements. These include, among others, our success in renewing existing contracts and in signing contracts with new states and with federal and state government agencies; our ability to successfully increase the adoption and use of digital government services; the possibility of security breaches or disruptions through cyber-attacks or other events and any resulting liability; our ability to implement new contracts and any related technology enhancements in a timely and cost-effective manner; the possibility of reductions in fees or revenues as a result of budget deficits, government shutdowns, or changes in government policy; continued favorable government legislation; acceptance of digital government services by businesses and citizens; our ability to identify and acquire suitable acquisition candidates and to successfully integrate any acquired businesses; risks related to the outcome of the Texas procurement process; competition; general economic conditions; and the other factors discussed under "RISK FACTORS" in Part I, Item 1A and "Cautions About Forward Looking Statements" in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of NIC's 2017 Annual Report on Form 10-K filed on February 22, 2018 with the SEC. Investors should read all of these discussions of risks carefully.

All forward-looking statements made in this Form 10-Q speak only as of the date of this report. Except as may be required by applicable law, we will not update the information in this Form 10-Q if any forward-looking statement later turns out to be inaccurate. Investors are cautioned not to put undue reliance on any forward-looking statement.

WHAT WE DO – AN EXECUTIVE SUMMARY

We are a leading provider of digital government services that help governments use technology to provide a higher level of service to businesses and citizens and increase efficiencies. We accomplish this currently through two channels: our primary outsourced portal businesses and our software & services businesses.

In our primary outsourced portal businesses, we generally enter into contracts primarily with state and local governments to design, build, and operate digital government services on an enterprise-wide basis on their behalf. We typically enter into multi-year contracts and manage operations for each government partner through separate local subsidiaries that operate as decentralized businesses with a high degree of autonomy. Our portals consist of websites and applications that we build, which allow businesses and citizens to access government information through multiple online channels, including mobile, and complete secure transactions. These transactions include applying for a permit, retrieving government records, or filing a government-mandated form or report. We help increase our government partners' revenues by expanding the distribution of their information assets and increasing the number of financial transactions conducted with governments. We do this by marketing digital government services and soliciting users to complete government-based transactions and to enter into subscriber contracts that permit users to access the portal and the government information contained therein in exchange for transactional and/or subscription user fees. We are typically responsible for funding the up-front investments and ongoing operations and maintenance costs of the government portals. Our unique business model allows us to generate revenues by sharing in the fees collected from digital government transactions. Our partners benefit because they reduce their financial and technological risks, increase their operational efficiencies, and gain a centralized, customer-focused presence on the internet, while businesses and citizens gain a faster, more convenient, and more cost-effective means to interact with governments.

On behalf of our government partners, we enter into statements of work with various agencies and divisions of the government to provide specific services and to conduct specific transactions. These statements of work preliminarily establish the pricing of the online transactions and data access services we provide and the division of revenues between us and the government agency. The government oversight authority must approve prices and revenue sharing agreements. We have limited control over the level of fees we are permitted to retain. Any changes made to the amount or percentage of fees retained by us, or to the amounts charged for the services offered, could materially affect the profitability of the respective contract. We typically own all the intellectual property related to the applications developed under these contracts. After completion of a defined contract term or upon termination for cause, the government partner typically receives a perpetual, royalty-free license to use the applications and digital government services we built only in its own state. However, certain enterprise applications, proprietary customer management, billing, payment processing and other software applications that we have developed and standardized centrally are provided to our government partners on a SaaS basis, and thus would not be included in any royalty-free license. If our contract expires after a defined term or if our contract is terminated by our government partner for cause, the government agency would be entitled to take over the portal in place, and NIC would have no future revenue from, or obligation to, such former government partner, except as otherwise provided in the contract. We also provide certain payment processing services on a SaaS basis to a few private sector entities and to state and local agencies in states where we do not maintain an enterprise-wide outsourced portal contract, and may continue to market these services to other entities in the future. Historically, revenues from these services have not been significant, but have grown in recent years. In some cases, we enter into contracts to provide consulting, software development and portal management services to governments in exchange for an agreed-upon fee.

For information on our key contracts, refer to Note 3, Outsourced Government Contracts, in Part I, Item 1 of this Form 10-Q. The loss of a contract due to the expiration, termination or failure to renew the contract, if not replaced, could significantly reduce our revenues and profitability. In addition, any changes made to the amount or percentage of fees retained by us, or to the amounts charged for the services offered, could materially affect the profitability of our contracts.

As previously disclosed, Texas NICUSA was selected to provide payment processing services set forth in the Texas RFO, but was not selected to provide the portal operations, maintenance and development services set forth in the Texas RFO. The current agreement between the state of Texas and Texas NICUSA expires on August 31, 2018, and the new payment processing services contract commences on September 1, 2018. On April 16, 2018, Texas NICUSA submitted a protest with the Texas Department of Information Resources (the "DIR") of the DIR's decision to award the contract relating to the portal operations, maintenance and development services to another vendor. In the protest, Texas NICUSA cited flaws in the procurement process and award decision. The protest was initially denied by the procurement department on May 10, 2018 and appealed by Texas NICUSA to DIR on May 24, 2018. There can be no assurance that the appeal submitted by Texas NICUSA will be successful, or that Texas NICUSA will ultimately be awarded a contract relating to portal operations, maintenance and development services if the appeal is upheld. The Texas portal accounted for approximately 20% of our total consolidated revenues for the three and six months ended June 30, 2018 and 2017.

The contract under which our subsidiary, NICUSA Inc. ("NICUSA"), managed digital government services for the state of Tennessee expired on March 31, 2017. For this six-month period ended June 30, 2017, revenues from the Tennessee portal contract were approximately \$1.8 million.

OVERVIEW OF BUSINESS MODELS

We classify our revenues and cost of revenues into two categories: (1) outsourced portal and (2) software & services. The outsourced portal category includes revenues and cost of revenues primarily from our subsidiaries operating state and local government portals on an outsourced basis under state enterprise contracts. The software & services category primarily includes revenues and cost of revenues from our subsidiaries that provide software development and digital government services, other than those services provided under state enterprise contracts, to federal agencies as well as state and local governments. The primary categories of operating expenses include: cost of portal revenues, cost of software & services revenues, selling & administrative and depreciation & amortization. Cost of portal revenues consists of all direct costs associated with operating government portals on an outsourced basis including employee compensation and benefits (including stock-based compensation), fees required to process credit/debit card and automated clearinghouse transactions, subcontractor labor costs, communications, provision for losses on accounts receivable, and all other costs associated with the provision of dedicated client service such as dedicated facilities. Cost of software & services revenues consists of all direct project costs to provide software development and services such as employee compensation and benefits (including stock-based compensation), subcontractor labor costs, and all other direct project costs including hardware, software, materials, travel and other out-of-pocket expenses. Selling & administrative expenses consist primarily of corporate-level expenses relating to human resource management, administration, information technology, security, legal, finance and accounting, internal audit and all non-customer service related costs from the Company's software & services businesses, including compensation and benefits, information systems and office rent. Selling & administrative expenses also consist of management

incentive compensation, including stock-based compensation, and corporate-level expenses for market development and public relations.

We currently earn revenues from three main sources: transaction-based fees, portal software development and services and portal management. Each of these revenue types are further described below.

- Transaction-based:
 - IGS: our portal business earns transaction-based fees from interactive government services, referred to as IGS, from sources other than digital access to motor vehicle driver history records, for transactions conducted by business users and consumer users through our portals and which are generally recurring. For a representative listing of the IGS applications we currently offer through our portals, refer to Part I, Item 1 in our 2017 Annual Report on Form 10-K, filed with the SEC on February 22, 2018.
 - DHR: our portal business earns transaction-based fees from driver history records, referred to as DHR, for providing digital access to motor vehicle driver history records from our state portals to data resellers, insurance companies, and other pre-authorized customers on behalf of our state partners, and which are generally recurring.
 - Other: our software & services business earns a significant portion of its revenues from transaction-based fee contracts, most notably is NIC Federal's contract with the FMCSA to develop and manage the PSP for motor carriers nationwide.
- Portal software development and services: these are revenues from the performance of software development projects and other time and materials services for our government partners. While we actively market these services, they do not have the same degree of predictability as our transaction-based or portal management revenues and are not generally recurring. As a result, these revenues are excluded from our recurring portal revenue percentage.
- Portal management: these are revenues from the performance of fixed fee portal management services for our government partner in the state of Indiana which are generally recurring.

CRITICAL ACCOUNTING POLICIES

We have updated our revenue recognition policies in conjunction with the adoption of ASC 606 as further described in Note 2 in the Notes to the Unaudited Financial Statements in Part I, Item 1 of this Form 10-Q. There have been no other material changes in our critical accounting policies from the information provided under "Critical Accounting Policies" in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 22, 2018.

RESULTS OF OPERATIONS

The following discussion summarizes the significant factors affecting operating results for the three and six months ended June 30, 2018 and 2017. This discussion and analysis should be read in conjunction with our Unaudited Consolidated Financial Statements and the related Notes included in this Form 10-Q.

Our Tennessee portal contract expired on March 31, 2017. As a result, the operating results for our legacy Tennessee portal contract have been removed from the same state category for the three and six months ended June 30, 2018, as have the operating results for our current Illinois portal contract which both have not generated revenues for two full comparable periods.

Key Financial Metrics	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Revenue growth - outsourced portals	9 %	5 %	7 %	5 %
Same state revenue growth - outsourced portals	8 %	7 %	8 %	6 %
Recurring portal revenue as a % of total portal revenues	96 %	97 %	97 %	97 %
Gross profit % - outsourced portals	40 %	38 %	40 %	39 %
Revenue growth - software & services	— %	12 %	— %	14 %
Gross profit % - software & services	62 %	70 %	62 %	70 %
Selling & administrative expenses as a % of total revenues	15 %	15 %	15 %	15 %
Operating income margin % (operating income as a % of total revenues)	24 %	23 %	24 %	24 %

Portal Revenues

In the analysis below, we have categorized our portal revenues according to the underlying source of revenue (in thousands), with the corresponding percentage increase or decrease from the prior year period.

Portal Revenue Analysis	Three Months Ended June 30,			Six Months Ended June 30,		
	2018	2017	% Change	2018	2017	% Change
IGS transaction-based	\$ 55,111	\$ 50,217	10 %	\$ 105,379	\$ 96,142	10 %
DHR transaction-based	26,645	25,689	4 %	53,883	53,858	— %
Portal software development and services	3,562	2,193	62 %	5,609	4,022	39 %
Portal management	1,237	1,275	(3)%	2,475	2,550	(3)%
Total	\$ 86,555	\$ 79,374	9 %	\$ 167,346	\$ 156,572	7 %

Portal revenues in the current quarter increased 9%, or approximately \$7.2 million, over the prior year quarter mainly due to an 8%, or approximately \$6.7 million, increase in same state portal revenues (portals in operation and generating comparable revenues for two full periods) and an increase in revenues in Illinois of approximately \$0.5 million.

Same state portal revenues grew 8% in the current quarter compared to 7% in the prior year quarter. The increase in same state portal revenues in the current quarter was primarily attributable to higher revenues from our Texas, South Carolina, and Colorado portals, among others. Same state IGS revenues grew 10% in the current quarter compared to 12% in the prior year quarter. The growth in the current quarter was driven by several key services, including driver's license renewals in South Carolina, motor vehicle registrations in Texas and motor vehicle and business registration filings in Colorado. Same state DHR revenues grew 4% in the current quarter compared to 1% in the prior year quarter. The increase in the current quarter was driven by a price increase in one of our states in addition to higher volumes across several states. Same state portal software development and services revenues increased 39% in the current quarter, due to higher project-based revenues mainly from our Texas portal, among others.

Portal revenues in the current year-to-date period increased 7%, or approximately \$10.8 million, over the prior year-to-date period mainly due to an 8%, or approximately \$12.1 million, increase in same state portal revenues (portals in operation and generating comparable revenues for two full periods) and an increase in revenues in Illinois of approximately \$0.5 million. These increases were partially offset by a decline in revenue from our legacy Tennessee portal of \$1.8 million due to the contract expiration on March 31, 2017.

Same state portal revenues grew 8% in the current year-to-date period compared to 6% in the prior year-to-date period. The increase in same state portal revenues in the current year-to-date period was primarily attributable to higher revenues from our Texas, South Carolina and Colorado portals, among others. Same state IGS revenues grew 10% in the current year-to-date period compared to 11% in the prior year-to-date period. The growth in the current year-to-date period was driven by several key services, including motor vehicle registrations in Texas, driver's license renewals in South Carolina and motor vehicle and business registration filings in Colorado. Same state DHR revenues grew 2% in the current year-to-date period compared to 1% in the prior year-to-date period. Same state portal software development and services revenues increased 34% in the current year-to-date period, due to higher project-based revenues mainly from our Indiana and Texas portals, among others.

Cost of Portal Revenues

In the analysis below, we have categorized our cost of portal revenues between fixed and variable costs (in thousands), with the corresponding percentage increase from the prior year period.

Fixed costs include costs such as employee compensation and benefits (including stock-based compensation), subcontractor labor costs, communication costs, provision for losses on accounts receivable, and all other costs associated with the provision of dedicated client service such as dedicated facilities.

Variable costs consist of costs that vary with our level of portal revenues and primarily include interchange fees required to process credit/debit card and automated clearinghouse transactions and, to a lesser extent, costs associated with revenue share arrangements with our state partners. A significant percentage of our IGS transaction-based revenues are generated from online applications whereby users pay for information or transactions via credit/debit cards. We typically earn a portion of the credit/debit card transaction amount, but also must pay an associated interchange fee to the bank that processes the credit/debit card transaction. We earn a lower incremental gross profit percentage on these transactions as compared to our DHR and other IGS transactions. However, we plan to continue to implement these services as they contribute favorably to our operating income.

Cost of Portal Revenue Analysis	Three Months Ended June 30,			Six Months Ended June 30,		
	2018	2017	% Change	2018	2017	% Change
Fixed costs	\$ 29,153	\$ 28,135	4%	\$ 57,281	\$ 56,015	2%
Variable costs	22,558	20,874	8%	43,072	40,026	8%
Total	\$ 51,711	\$ 49,009	6%	\$ 100,353	\$ 96,041	4%

Cost of portal revenues in the current quarter increased 6%, or approximately \$2.7 million, over the prior year quarter due mainly to an increase in same state cost of portal revenues. The increase in same state cost of portal revenues in the current quarter was primarily attributable to an increase in variable fees to process credit/debit card transactions, due mainly to higher IGS transaction volumes, as further discussed above.

Our portal gross profit percentage was 40% in the current quarter, up from 38% in the prior year quarter. The increase in portal gross profit percentage was mostly driven by higher revenues. We carefully monitor our portal gross profit percentage to strike a balance between generating a solid return for our stockholders and delivering value to our government partners through ongoing investment in our portal operations (which, we believe, also benefits our stockholders).

Cost of portal revenues in the current year-to-date period increased 4%, or approximately \$4.3 million, over the prior year-to-date period due mainly to an increase in same state cost of portal revenues. The increase in same state cost of portal revenues in the current year-to-date period was primarily attributable to an increase in variable fees to process credit/debit card transactions, due mainly to higher IGS transaction volumes, as further discussed above. The increase in same state cost of portal revenues in the current year-to-date period was partially offset by lower costs from the legacy Tennessee portal of \$0.8 million.

Our portal gross profit percentage was 40% in the current year-to-date period, up from 39% in the prior year-to-date period. The increase in portal gross profit percentage was mostly driven by higher revenues.

Software and Services Revenues

In the analysis below, we have categorized our software & services revenues by business (in thousands), with the corresponding percentage increase or decrease from the prior year period.

Software & Services Revenue Analysis	Three Months Ended June 30,			Six Months Ended June 30,		
	2018	2017	% Change	2018	2017	% Change
NIC Federal	\$ 4,207	\$ 4,278	(2)%	\$ 8,304	\$ 8,202	1%
Other	1,736	1,674	4%	3,573	3,729	(4)%
Total	\$ 5,943	\$ 5,952	—%	\$ 11,877	\$ 11,931	—%

Cost of Software and Services Revenues

Cost of software & services revenues in the current quarter increased 26%, or approximately \$0.5 million, over the prior year quarter and increased 26%, or approximately \$0.9 million, in the current year-to-date period over the prior year-to-date period. These increases were due mainly to higher employee compensation and benefit costs for our NIC Federal business. This contributed to the decline in our software and services gross profit percentage to 62% in the current quarter and the current year-to-date period, from 70% in the prior year quarter and year-to-date period.

Selling & Administrative

As a percentage of total consolidated revenues, selling & administrative expenses were 15% for all periods presented. Selling & administrative expenses in the current quarter increased 7%, or approximately \$0.9 million, over the prior year quarter and increased 10%, or approximately \$2.4 million, in the current year-to-date period compared to the prior year-to-date period. The increases in both the quarter and year-to-date periods were mainly driven by higher costs to support and enhance company-wide information technology, security and portal operations, including the continued development of the Company's citizen-centric Gov2Go® enterprise platform and enterprise microservices platform.

Income Taxes

Our effective tax rate was approximately 24.3% for the current quarter compared to 35.2% in the prior year quarter. Our effective tax rate was approximately 24.6% for the current year-to-date period compared to 34.5% in the prior year-to-date period. The lower effective tax rate in both the current quarter and year-to-date periods was driven mainly by a decrease in the statutory federal corporate income tax rate from 35% to 21% resulting from Tax Cut and Jobs Act (the "Tax Act"), which was signed into law on December 22, 2017. The reduction in the statutory federal corporate income tax rate was partially offset by the elimination of certain deductions resulting from the Tax Act (most notably the domestic production activities deduction) and a tax deficit from restricted stock awards in the current quarter. Please refer to Note 6, Income Taxes, in the Notes to Unaudited Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q for additional information.

Liquidity and Capital Resources

Operating Activities

Net cash provided by operating activities was \$28.4 million in the first half of 2018 compared to \$24.4 million in the first half of 2017. The increase was mainly the result of the timing of collections for accounts receivable, partially offset by the timing of payments to our government partners and to an increase in net income, primarily due to the reduction in our income tax rate as a result of the Tax Act.

Investing Activities

Net cash used in investing activities was \$5.9 million in the first half of 2018 compared to \$4.1 million in the first half of 2017. The increase in the current year-to-date period was primarily due to a \$1.8 million increase in capitalized software development costs relating to our citizen-centric Gov2Go® enterprise platform, enterprise microservices platform and enterprise licensing and permitting platform.

Financing Activities

Net cash used in financing activities was \$10.5 million in the first half of 2018 compared to \$12.0 million in the first half of 2017. The decrease in the current year-to-date period was primarily due to a \$1.4 million decrease in tax withholdings related to the vesting of stock-based compensation awards.

Liquidity

We recognize revenues primarily from providing outsourced digital government services at the contractual net fee earned by the Company for each transaction. In these arrangements, the Company is acting as an agent and the gross transaction fees collected by us from consumers on behalf of our government partners are not recognized as revenue but are accrued as accounts payable when the services are provided at the time of the transactions. We must remit a certain amount or percentage of these fees to government agencies regardless of whether we ultimately collect the fees from the consumer. As a result, trade accounts receivable and accounts payable reflect the gross amounts outstanding at the balance sheet dates. We typically collect a majority of our accounts receivable prior to remitting amounts payable to our government partners.

We believe our working capital and current ratio are important measures of our short-term liquidity. Working capital, defined as current assets minus current liabilities, increased to \$183.3 million at June 30, 2018, from \$158.5 million at December 31, 2017. The increase in our working capital was primarily due to cash generated from operations in the period. Our current ratio, defined as current assets divided by current liabilities, was 2.9 and 2.3 at June 30, 2018 and December 31, 2017, respectively.

At June 30, 2018, our cash balance was \$172.7 million compared to \$160.8 million at December 31, 2017. We believe that our currently available liquid resources and cash generated from operations will be sufficient to meet our operating requirements, capital expenditure requirements and dividend payments (if any) for at least the next 12 months without the need for additional capital. We have a \$10.0 million unsecured revolving credit facility (the "Credit Agreement") with a bank that is available to finance working capital, issue letters of credit and finance general corporate purposes. The Credit Agreement also includes an accordion feature that will allow us to increase the available capacity under the Credit Agreement to \$50 million, subject to securing additional commitments from the bank. We can obtain letters of credit in an aggregate amount of \$5.0 million, which reduces the maximum amount available for borrowing under the Credit Agreement. In total, we had \$4.1 million in available capacity to issue additional letters of credit and \$9.1 million of unused borrowing capacity at June 30, 2018 under the Credit Agreement. We were in compliance with all of our covenants under the Credit Agreement at June 30, 2018.

We have issued letters of credit as collateral for office leases, and to a much lesser extent, as collateral for performance on our outsourced government portal contracts. These irrevocable letters of credit are generally in force for one year. Letters of credit may have an expiration date of up to one year beyond the expiration date of the Credit Agreement. We had unused outstanding letters of credit totaling approximately \$0.9 million at June 30, 2018, consisting of one letter of credit issued as collateral for an office lease and one letter of credit issued as collateral for performance on one of our outsourced government portal contracts. We are not currently required to cash collateralize these letters of credit. Our Credit Agreement matures on May 1, 2019.

At June 30, 2018, we were bound by performance bond commitments totaling approximately \$5.8 million on certain outsourced government portal contracts.

We currently expect our capital expenditures to range from approximately \$6.0 million to \$7.0 million in fiscal 2018, which we intend to fund from our cash flows from operations and existing cash reserves. This estimate includes capital expenditures for normal fixed asset additions in our outsourced portal businesses including equipment upgrades and enhancements, and in our centralized hosting environment to support and enhance corporate-wide information technology and security infrastructure, including Web servers, purchased software, and office equipment. We currently expect our capitalized internal-use software development costs to range from approximately \$4.0 million to \$5.0 million. This estimate includes costs related to the enhancement of centralized customer management, billing and payment processing systems that support our business operations and accounting systems in addition to our citizen-centric Gov2Go enterprise platform, enterprise microservices platform and enterprise licensing and permitting platform.

Dividends

We paid dividends totaling \$0.16 per common share (\$0.08 per quarter) during the first half of 2018 and 2017. The total cash dividends paid during the three and six months ended June 30, 2018 was \$5.4 million and \$10.8 million, respectively, as compared to \$5.4 million and \$10.7 million, respectively, for the same periods in 2017.

On July 30, 2018, the Company's Board of Directors declared a regular quarterly cash dividend of \$0.08 per share, payable to stockholders of record as of September 5, 2018. The dividend, which is expected to total approximately \$5.4 million, will be paid on September 19, 2018, out of the Company's available cash.

Share Buyback Program

In March 2018, we announced that our Board of Directors had authorized a stock buyback program allowing the Company to repurchase up to \$25 million of our common stock. Share repurchases may be funded using our existing cash balance, future cash flows, or available line of credit. The number of shares purchased under the program and the timing of any purchases would be based on many factors, including the level of our available cash, general business conditions, and pricing. The stock buyback program does not obligate us to acquire a specific number of shares and may be suspended, modified, or terminated at any time. Repurchases under the program may take place in the open market or in privately negotiated transactions, and may be made under a Rule 10b5-1 plan. No purchases have been made under this program.

Future Financing

We may need to raise additional capital within the next 12 months to further:

- fund operations if unforeseen costs arise;
- support our expansion into other federal, state and local government agencies beyond what is contemplated if unforeseen opportunities arise;
- expand our product and service offerings beyond what is contemplated if unforeseen opportunities arise;
- fund acquisitions;
- respond to unforeseen competitive pressures; and
- acquire technologies beyond what is contemplated.

Any projections of future earnings and cash flows are subject to substantial uncertainty. If our cash generated from operations and the unused portion of our line of credit are insufficient to satisfy our liquidity requirements, we may seek to sell additional equity securities or issue debt securities. If we need to obtain new debt or equity financing in the future, the terms and availability of such financing may be impacted by economic and financial market conditions, as well as our financial condition and results of operations at the time we seek additional financing. The sale of additional equity securities could result in dilution to our stockholders. There can be no assurance that financing will be available in amounts or on terms acceptable to us, if at all.

Off-Balance Sheet Arrangements and Contractual Obligations

We had unused outstanding letters of credit totaling approximately \$0.9 million at June 30, 2018.

As of June 30, 2018, there have been no material changes outside the ordinary course of business from the disclosures relating to contractual obligations contained under “Off-Balance Sheet Arrangements and Contractual Obligations” in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 22, 2018. While we have significant operating lease commitments for office space, except for our headquarters, those commitments are generally tied to the period of performance under related portal contracts. We have income tax uncertainties of approximately \$8.8 million at June 30, 2018. These obligations are classified as non-current on our consolidated balance sheet, as resolution is expected to take more than a year. We estimate that these matters could be resolved in one to three years. However, the ultimate timing of resolution is uncertain.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk. Our cash is mainly held in domestic non-interest bearing transaction bank accounts. We currently have no principal amounts of indebtedness outstanding under our line of credit.

We do not use derivative financial instruments.

ITEM 4. CONTROLS AND PROCEDURES

a) EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

The Company maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) that are designed to ensure that material information required to be disclosed in its filings under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of such date.

b) CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have been no changes in our internal control over financial reporting that occurred during thesecond quarter of 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we are involved in litigation arising from the operation of our business that is considered routine and incidental to our business. We do not believe the results of such litigation will have a material adverse effect on our business, results of operations, financial condition or cash flow.

ITEM 1A. RISK FACTORS

There were no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 22, 2018.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Share Repurchases

During the second quarter of 2018, we acquired and cancelled shares of common stock surrendered by employees to pay income taxes due upon the vesting of restricted stock as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (1)
April 19, 2018	190	\$ 14.40	N/A	N/A
April 20, 2018	197	14.30	N/A	N/A
April 30, 2018	397	14.85	N/A	N/A
May 5, 2018	753	15.45	N/A	N/A
May 6, 2018	640	15.45	N/A	N/A
Total	<u>2,177</u>	15.14		

(1) In March 2018, we announced that our Board of Directors had authorized a stock buyback program allowing the Company to repurchase up to \$25 million of our common stock. Share repurchases may be made in the open market or in privately negotiated transactions as permitted by securities laws and other legal requirements, and may be made under a Rule 10b5-1 plan. No purchases have been made under this program.

ITEM 5. OTHER INFORMATION

Employment Agreement

On July 29, 2018, the Company entered into an employment agreement with William A. Van Asselt, the Company's General Counsel. Under the employment agreement, Mr. Van Asselt is entitled to a minimum annual base salary of \$291,750. The form of employment agreement is substantially similar to the Company's existing employment agreements with other executive officers and entitles Mr. Van Asselt to (i) participate, at a level commensurate with his position, in the Company's annual performance-based cash bonus plan and long-term incentive plan, (ii) paid vacation, (iii) a death and disability insurance program devised for the executive officers and (iv) other benefits that are available generally to Company employees. Mr. Van Asselt is sometimes referred to in this Item 5 as the "executive".

The employment agreement has a three-year term, and unless notice is provided at least six months prior to the end of the respective term, automatically renews for additional three-year terms. The Company may terminate the employment of the executive at any time, with or without cause. The executive may voluntarily terminate his employment for "good reason" or at any time and for any reason.

If the Company terminates the executive without cause or if the executive resigns for "good reason" (defined as (a) any material reduction in the executive's compensation, (b) requiring the executive to relocate more than 60 miles from the Company's current location, or (c) any material breach of the employment agreement by the Company), the executive is entitled to receive, in addition

to accrued and unpaid compensation and benefits through the termination date, (i) a lump sum severance payment equal to the sum of (A) two times the executive's base salary, (B) two times the executive's largest annual cash incentive bonus during the preceding three annual incentive periods, and (C) the amount of any award for such year of termination as if the target performance for such plan year had been achieved (subject to certain limitations relating to Section 162(m) of the Internal Revenue Code); (ii) with respect to equity incentives, (A) for time-based or service-based equity awards, accelerated exercisability, vesting or the lapse of restrictions, as the case may be, for such awards, and (B) for performance-based equity awards, payments or vesting as if the target performance had been achieved (subject to certain limitations relating to Section 162(m) of the Internal Revenue Code); and (iii) a lump sum payment equal to 150% of the Company's portion of annual costs associated with the medical and health benefits coverage of the executive, and if applicable, the executive's family.

If the Company terminates the executive for "cause" (defined as the executive's conviction of a felony or the willful and deliberate failure of the executive to perform his customary duties (other than any failure resulting from incapacity due to physical or mental illness, death or disability)), or the executive voluntarily terminates his employment without good reason, the executive will receive only (a) accrued and unpaid salary through the termination date, (b) earned but unpaid annual bonus for a previously completed fiscal year, (c) reimbursement of reimbursable expenses, (d) COBRA continuation coverage benefits and other employee benefits through the termination date, and (e) such other compensation, if any, which the Company's Board of Directors may elect to pay or grant. Any notice to the executive from the Company intending to terminate the executive's employment for cause must include the facts and circumstances that are the basis for the termination.

As described further below, the executive may be entitled to certain severance pay if a "change in control" of the Company occurs, and within either the six-month period ending on the change of control date or the 18-month period beginning on the change of control date, the executive's employment is terminated without cause or the executive terminates employment for good reason. In such event, the executive will receive, in addition to accrued and unpaid compensation and benefits through the termination date, (a) a lump sum severance payment equal to the sum of (i) two times the executive's base salary, (ii) two times the executive's largest annual cash incentive bonus during the preceding three annual incentive periods, and (iii) the amount of any award for such year of termination as if the target performance for such plan year had been achieved; (b) with respect to equity incentives, (i) for time-based or service-based equity awards, accelerated exercisability, vesting or the lapse of restrictions, as the case may be, for such awards, and (ii) for performance-based equity awards, accelerated exercise, vesting or lapse of restrictions, as the case may be, for such awards, as if target performance for such award had been achieved; and (c) a lump sum payment equal to 150% of the Company's portion of annual costs associated with the medical and health benefits coverage of the executive, and if applicable, the executive's family. The employment agreement provides for reductions in the amounts payable to the extent the present value of such amounts would more likely than not be non-deductible under Section 280G of the Internal Revenue Code.

Under the employment agreement, a change in control will be deemed to have occurred if (a) any person (other than a trustee or a fiduciary holding securities under the Company's employee benefit plan) becomes the beneficial owner (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 30% or more of the Company's Common Stock, (b) a merger or consolidation of the Company is consummated with another company, other than a merger or consolidation in which the stockholders of the Company own 50% or more of the voting stock of the surviving corporation, (c) "continuing directors" (defined to include current Board members and future directors approved by a majority of continuing directors) no longer constitute at least a majority of the Company's board, (d) the sale of all or substantially all of the assets of the Company or (e) the liquidation or dissolution of the Company.

In the event of the executive's death, the executive's designated beneficiaries shall be entitled to the proceeds of the executive's life insurance proceeds from the executive's Company-provided life insurance policy, which is a 20-year term policy for two times the executive's base salary. If the Company terminates the executive's employment due to disability (as defined in the Company's disability policies), the executive is entitled to receive salary and certain benefits for a period of one year, reduced by disability payments under the Company's disability policy or under the Social Security disability program. If the executive is disabled for 365 days or longer, he is eligible for a \$1 million lump sum payment from the insurance carrier.

Under the employment agreement, the executive is required to enter into proprietary information and inventions agreement and a non-competition agreement. In addition, the parties acknowledge the indemnification agreement entered into between the Company and the executive, and the employment agreement states that the executive shall be an officer covered by the indemnification agreement, and requires that such indemnification agreement be maintained throughout the period of the employment agreement.

The foregoing description of the employment agreement is a summary of, and does not purport to be a complete description of, the employment agreement, a copy of which is filed as Exhibit 10.1 to this Quarterly Report on Form 10-Q.

ITEM 6. EXHIBITS

10.1* [Employment agreement between the Registrant and William Van Asselt, dated July 29, 2018](#)

31.1* [Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)

31.2* [Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)

32.1** [Section 906 Certifications of Chief Executive Officer and Chief Financial Officer](#)

101 The following financial information from NIC's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, formatted in XBRL (Extensible Business Reporting Language) includes (i) Consolidated Balance Sheets at June 30, 2018 (unaudited) and December 31, 2017, (ii) Consolidated Statements of Income (unaudited) for the three and six months ended June 30, 2018 and 2017, (iii) Consolidated Statement of Changes in Stockholders' Equity (unaudited) for the six months ended June 30, 2018, (iv) Consolidated Statements of Cash Flows (unaudited) for the six months ended June 30, 2018 and 2017, and (v) the Notes to the Unaudited Consolidated Financial Statements (submitted electronically herewith).

* Filed herewith.

** Pursuant to Item 601(b)(32) of Regulation S-K, this Exhibit is furnished rather than filed with this Form 10-Q.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NIC INC.

Dated: August 1, 2018

/s/ Stephen M. Kovzan
Stephen M. Kovzan
Chief Financial Officer

NIC INC.
KEY EMPLOYEE AGREEMENT
for
WILLIAM A. VAN ASSELT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the 29th day of July, 2018 (the "Effective Date"), by and between **William A. Van Asselt** ("Executive") and **NIC Inc.**, a Delaware corporation (the "Company"). This Agreement amends and restates all prior agreements between Executive and the Company with respect to the subject matter hereof.

WHEREAS, the Company desires to continue to employ Executive to provide personal services to the Company and to the Company's subsidiaries, and wishes to continue to provide Executive with certain compensation and benefits in return for Executive's services; and

WHEREAS, Executive desires to continue to be employed by the Company and provide personal services to the Company and to the Company's subsidiaries in return for certain compensation and benefits;

NOW, THEREFORE, the parties hereto agree as follows:

1. EMPLOYMENT BY THE COMPANY.

1.1 Acceptance. Effective as of the Effective Date, the Company agrees to continue to employ Executive in the position of Chief Security Officer, and Executive agrees to continue to be employed upon the terms and conditions set forth in this Agreement for the period beginning on the Effective Date and ending as provided in Section 4 (the "Employment Period").

1.2 Duties. During the Employment Period, Executive will serve in an executive capacity and shall perform such duties as are customarily associated with his then current title, consistent with the Bylaws of the Company and as reasonably required by the Company's Board of Directors (the "Board"). During the Employment Period, Executive will report to the Chief Executive Officer and the Board, or as the Chief Executive Officer, with the concurrence of a majority of the Board of Directors, directs. Executive will devote his best efforts and substantially all of his business time and attention (except for vacation periods and reasonable periods of illness or other reason for leave permitted by the Company's general employment policies and for volunteer services to charitable organizations that do not materially detract from his ability to perform his duties to the Company) to the business of the Company.

1.3 Employment Policies. The employment relationship between the parties shall also be governed by the general employment policies and practices of the Company, including those relating to protection of confidential information and assignment of inventions, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

2. COMPENSATION.

2.1 Base Salary. The Company agrees to pay Executive a base salary during Executive's employment in equal installments (prorated for portions of a pay period) on the Company's regular pay days and the Company will withhold from such compensation all applicable federal and state income, social security and disability and other taxes as required by applicable laws. Executive's initial salary as of the date

hereof shall be at the rate of Two Hundred Ninety-One Thousand Seven Hundred Fifty and no/100 Dollars (\$291,750.00) per year (the "Base Salary"). Executive's Base Salary will be subject to review by the Board, or an authorized committee of the Board, from time to time and may be increased (but not decreased, except for across-the-board reductions that may be generally applicable to all of the Company's senior executives) in the Board's sole discretion.

2.2 Incentive Compensation. Executive shall be entitled to participate, at a level commensurate with his position, in an annual performance-based cash bonus plan of the Company (the "Annual Cash Incentive Bonus"), any long-term incentive plan (which may include grants of stock options, restricted stock or other equity-based awards under the Company's equity plan as determined by the Board in its sole discretion) and in such additional incentive bonus opportunities, if any, as may be determined by the Board, with recommendations made by the Compensation Committee of the Board, subject to the terms and conditions of any underlying bonus plans, equity plans or equity agreements:

- (a) Executive's minimum Annual Cash Incentive Bonus target will be twenty-five percent (25%) of his base salary.
- (b) The minimum service-based component of Executive's annual long-term, equity-based incentive grant will be targeted at thirty-five percent (35%) of his base salary.

2.3 Standard Company Benefits. Executive shall be entitled to participate in, and to receive all rights and benefits under the terms and conditions of, the standard Company benefits and compensation practices which may be in effect from time to time and provided by the Company to its employees generally.

2.4 Vacation. In addition to such holidays, sick leave, personal leave and other paid leave as are allowed under the Company's policies applicable to senior executives generally, Executive shall be entitled to one hundred sixty (160) hours per year (calculated at the rate of forty (40) hours worked per week) of vacation per calendar year and subject to the terms and conditions of the Company's vacation policy applicable to senior executives; plus ten working days per year of personal time, accruing at the rate of six point seven (6.7) hours per month (calculated at the rate of forty (40) hours worked per week) provided that Executive's unused vacation will not exceed one hundred sixty (160) hours per year. If the Executive has not taken all of the available vacation time in a year, the unused time can be carried over to the next year, provided, however, that no additional accrual of time will occur when the unused total equals one hundred sixty (160) hours. Personal time does not carry over from year to year. The value of any unused and accumulated vacation time will be paid to the Executive upon any termination of his employment based upon the per day value of his then base salary divided by 250. The duration of such vacations and the time or times when they shall be taken will be determined by Executive in consultation with the Company.

2.5 Expenses. The Company shall pay or reimburse Executive for reasonable and necessary business expenses incurred by Executive in connection with his duties on behalf of the Company in accordance with the Company's expense reimbursement policy, as may be amended from time to time, or any successor policy, plan, program or arrangement thereto, and any other of its expense policies applicable to senior executives of the Company, following submission by Executive of reimbursement expense forms in accordance with such expense policies. Any reimbursement or provision of in-kind benefits for expenses incurred or benefits received during the Executive's employment pursuant to the terms of this Section 2.5 shall be made pursuant to the Company's standard policies and time lines, but not later than December 31st of the year following the year in which Executive incurs the expense; provided, however, that in no event will the amount of expenses so reimbursed, or in-kind benefits provided, by the Company in one year affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Each provision of reimbursement of expenses or in-kind benefit pursuant to this Section 2.5 shall be

considered a separate payment and not one of a series of payments for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

2.6 Executive Death and Disability Benefits. Executive shall be entitled to participate in and receive all rights and benefits under the terms and conditions of an executive life and disability policy or policies, with limits, features, benefits and coverages substantially similar to those reflected in Attachment I to this Agreement.

2.7 Indemnification. The Company and Executive have entered into a separate Indemnification Agreement in the form signed by the Company with its other officers and directors. The Company agrees that Executive shall be a director or officer of the Company, and that Company shall maintain such Indemnification Agreement with Executive, throughout the Employment Period.

3. PROPRIETARY INFORMATION OBLIGATIONS.

3.1 Agreement. Executive agrees to execute and abide by the Proprietary Information and Inventions Agreement attached hereto as Exhibit A.

4. EMPLOYMENT PERIOD.

4.1 Except as hereinafter provided, the Employment Period shall commence as of the Effective Date and shall terminate upon the earlier of (a) the third (3rd) anniversary of the Effective Date (the "Initial Termination Date"), or (b) the date on which this Agreement is terminated in accordance with Section 4.2 of this Agreement; provided, however, that unless terminated in accordance with Section 4.2, this Agreement shall be automatically renewed for an additional Employment Period of three years on the Initial Termination Date and any subsequent three-year Employment Period's termination date, unless either Executive or the Company, as directed by its Board, elects, by written notice to the other party not less than six (6) months prior to the Initial Termination Date or any subsequent three-year Employment Period's termination date, (i) to terminate this Agreement, or (ii) to negotiate new terms of employment. If negotiations regarding any revised employment agreement extend beyond a specific termination date while the parties are actively negotiating, the Agreement shall continue in full force and effect during such period of negotiation; provided, however, that if the parties, acting in good faith, are unable to negotiate new terms of employment, either party may terminate this Agreement by providing not less than thirty (30) days' prior written notice to the other party.

4.2 The Employment Period shall end upon the first to occur of any of the following events:

- (a) Executive's death or termination of employment due to disability;
- (b) a termination by the Company for Cause;
- (c) a termination by the Company without Cause;
- (d) a Termination for Good Reason; or
- (e) a voluntary termination, which shall occur in the event of Executive's termination of his employment with the Company

for any reason, other than a Termination for Good Reason, by at least thirty (30) days prior written notice to the Company of such termination.

5. POST-EMPLOYMENT PAYMENT.

5.1 General. At the end of Executive's employment for any reason, Executive shall cease to have any rights to salary, future equity awards, expense reimbursements or other benefits, except (i) as may be provided in Sections 2.4, 5.2 and 5.5, and (ii) that Executive shall be entitled to receive:

- (a) payment of any Base Salary which has accrued but is unpaid through the date of termination;
- (b) any earned but unpaid annual bonus for a previously completed fiscal year (or other applicable previously completed bonus period), which shall be paid in accordance with the payment terms and conditions of the applicable plan or program;
- (c) reimbursement of any reimbursable expenses which have been incurred but are unpaid as of the date of termination; provided, however, that Executive must submit any claims for reimbursable expenses within sixty days following the date of his termination and such reimbursement shall be paid to Executive in accordance with Section 2.5;
- (d) any continuation coverage benefits to which Executive is entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), provided that Executive completes all necessary election forms and complies with all terms and regulations pertaining to COBRA;
- (e) any other amounts and benefits the Executive is entitled to receive under any Company employee benefit plan or program in accordance with the terms and provisions of such plan or program, except to the extent such amounts and benefits are determined pursuant to this Agreement rather than such plan or program pursuant to Sections 5.2 and 5.5; and
- (f) such other compensation, if any, which the Board of Directors, in its sole discretion, may elect to pay or grant.

5.2 Termination Without Cause or for Good Reason.

(a) The Company shall have the right to terminate Executive's employment with the Company at any time without Cause (as defined in Section 5.3(b)) upon sixty (60) days prior written notice. In such event and subject to Section 5.2(c) and Section 8.11, the Company shall make all of the payments and provide all of the benefits as set forth in Section 5.5(a)(i)-(iv), payable at the time(s) provided for in Section 5.5(b).

(b) Executive may terminate his employment at any time for Good Reason. Subject to Section 5.2(c) and Section 8.11, upon any termination for Good Reason (as defined in Section 5.5(c)(ii)), the Executive shall be entitled to receive the payments and benefits as set forth in Section 5.5(a)(i)-(iv), payable at the time(s) provided for in Section 5.5(b).

(c) Except where Executive's employment is terminated without Cause or due to termination for Good Reason within the Change of Control Period (as defined in Section 5.5), any amount or portion of an incentive award bonus or equity or equity-based award that is intended to qualify as "performance-based compensation" under Section 162(m) of the Code (except stock options and stock appreciation rights) shall only become payable or vest based on the actual level of performance (disregarding any requirements for Executive's continued employment). Such compensation shall be paid, vested or issued, as the case may be, in accordance with Section 162(m) of the Code within 30 days following the Compensation Committee of the Board's determination of the achievement level of the applicable performance goals for the year of the Executive's termination of employment, or later if required by applicable law, including Section 7.2.

5.3 Termination for Cause.

(a) The Company shall have the right to terminate Executive's employment with the Company at any time for Cause. Written notification of termination, including in reasonable detail the facts and circumstances claimed to provide the basis for the Cause, shall be provided to Executive at the time of termination.

(b) "Cause" for termination shall mean Executive's conviction of a felony or the willful and deliberate failure of Executive to perform his customary duties, in a manner consistent with the manner reasonably prescribed by the Board (other than any failure resulting from his incapacity due to physical or mental illness, disability or death). For purposes of this section only, if the Company experiences a Change of Control, the term "Board" shall include the board of directors (or similar governing body) of any successor to the Company.

(c) In the event the Company intends to terminate Executive for Cause and the Cause is curable, the Company shall give Executive notice in writing specifying in reasonable detail any facts and circumstances claimed to provide a basis for Executive's termination for Cause, and Executive shall be given sixty (60) days from date of notification to effect reasonable cure of the specific cause(s) set forth in the notification.

(d) In the event Executive's employment is terminated at any time for Cause, the Company shall provide Executive within thirty (30) days of Executive's termination of employment all benefits specified in Section 5.1; provided, however, Executive shall not be entitled to receive any additional severance pay, pay in lieu of notice or any other such compensation, including any severance benefits provided under a Company's severance benefit plan as described above in Section 5.1(e), if any, in effect on Executive's termination date.

5.4 Voluntary Termination without Good Reason.

Executive may voluntarily terminate his employment in writing with the Company at any time without Good Reason (as defined in section 5.5(c)(ii)) after which no further compensation will be paid to Executive, except that the Company shall provide Executive within thirty (30) days of Executive's termination those amounts and benefits specified in Section 5.1; provided, however, Executive shall not be entitled to receive any additional severance pay, pay in lieu of notice or any other such compensation, including any severance benefits provided under a Company's severance benefit plan as described above in Section 5.1(e), if any, in effect on the termination date.

5.5 Termination In Connection With a Change of Control.

(a) If a "Change of Control" of the Company (as defined in Section 5.5(c)) occurs, and within either the six-month period ending on the Change of Control or the 18-month period beginning on the Change of Control (the "Change of Control Period"), Executive's employment is terminated without Cause or there is a Termination for Good Reason, the Company shall, subject to the provisions of Section 5.5(d) and Section 8.11 below, and in accordance with Section 5.5(b):

- (i) provide the benefits specified in Section 5.1;
 - (ii) pay Executive a lump sum severance payment equal to the sum of (A) two (2) times Executive's Base Salary in effect on the date of Executive's termination, (B) two (2) times the largest of the Annual Cash Incentive Bonuses paid by the Company to Executive during the immediately preceding three annual incentive periods, and (C) the amount of any award for the year of such termination as if target performance for such plan year had been achieved;
 - (iii) notwithstanding any contrary provisions of any stock option agreement, restricted stock agreement or other equity or equity-based award agreement held by Executive at the time of Executive's termination (and provided that any change of control provisions in such agreements, whether entered into before or after the date of this Agreement, shall be of no force and effect), (A) for any equity or equity-based award that is subject to time-based or service-
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based exercise, vesting or payment conditions, accelerate the exercisability, vesting, and lapse of restrictions, as the case may be, for such equity or equity-based awards, and (B) for any equity or equity-based award that is subject to performance-based exercise, vesting or payment conditions, accelerate the exercisability, vesting, and lapse of restrictions, as the case may be, for such equity or equity-based awards as if target performance for such award had been achieved; and

- (iv) pay Executive a lump sum payment equal to one hundred fifty percent (150%) of Company's portion of the annual costs (determined based on such costs as of the Executive's termination date) associated with (A) providing Executive with medical and health benefits coverage under the Company's group health plans, and (B) providing Executive's eligible family members who are also receiving medical and health benefits coverage under the Company's group health plan on the date of Executive's termination of employment.

(b) That portion of any severance benefits described in this Section 5.5 which satisfies the "separation pay plan," or any other exemption from Section 409A of the Code ("Section 409A"), as described in U.S. Department of Treasury Regulation Section 1.409A-1(b)(9), shall be paid no later than thirty (30) days after the end of the revocation period described in Section 8.11 of this Agreement. That portion, if any, of the severance benefits described in this Section 5.5 that is subject to Section 409A shall be paid on the sixtieth (60th) day following the effective date of Executive's termination of employment, except that, if Executive is subject to Section 7.2 due to Executive's status as a "specified employee" under Section 409A, such portion shall be paid on the first day of the seventh month following Executive's termination of employment.

(c) For purposes of this Section 5.5 and as referenced elsewhere in this document:

- (i) A "Change of Control" of the Company shall be deemed to have occurred

if:

- (1) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act")), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of capital stock of the Company representing thirty (30) percent or more of the total voting power represented by the Company's then outstanding capital stock;
 - (2) the consummation of a merger or consolidation of the Company with any other company, other than a merger or consolidation in which the shareholders, at the date of announcement, of the Company would own 50% or more of the voting stock of the surviving corporation;
 - (3) Continuing Directors (as defined below) no longer constitute at least a majority of the Board or a similar body of any successor to Company. For purposes of this Agreement, "Continuing Director" means any individual who either (i) is a member of Company's Board of Directors on the Effective Date, or (ii) becomes a member of Company's Board of Directors after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the then Continuing Directors (either by a specific vote or by approval of the proxy statement of Company in which such person
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is named as nominee for director, without objection to such nomination);

- (4) the sale of all or substantially all of the assets of the Company;
or
 - (5) the liquidation or dissolution of the Company.
- (ii) Termination for Good Reason means Executive's termination of his employment as a result of the occurrence of any of the following without Executive's written consent, unless within thirty (30) days following the Company's receipt of Executive's written notice of termination of employment for Good Reason, in accordance with Section 8.1, specifying in reasonable detail any facts and circumstances claimed to provide a basis for Executive's termination for Good Reason, the Company cures any such occurrence:
- (1) any material reduction by the Company in Executive's Base Salary, Annual Cash Incentive Bonus opportunity, long-term incentive opportunity, or standard Company benefits (except for across-the-board reductions generally applicable to all senior executives of the Company);
 - (2) a relocation of Executive's principal office to a location that is in excess of sixty (60) miles from its location as of the date of this Agreement; or
 - (3) without limiting the generality or effect of any of the foregoing, any material breach of this Agreement by the Company.

Any occurrence of Good Reason shall be deemed to be waived by Executive unless both (x) Executive provides the Company written notice of termination of employment for Good Reason within ninety (90) days after the date Executive becomes aware of the event giving rise to Good Reason, and (y) Executive terminates his employment before February 10 of the year following the taxable year of Executive during which the Company's thirty (30) day cure period expired.

(d) Anything in this Agreement to the contrary notwithstanding, prior to the payment of any compensation or benefits payable under paragraph (a) of this Section 5.5 hereof, the certified public accountants of the Company immediately prior to a Change of Control (the "Certified Public Accountants") shall determine as promptly as practical and in any event within twenty (20) business days following the Change in Control whether any payment or distribution by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other agreements or otherwise) (a "Payment") would more likely than not be nondeductible by the Company for Federal income tax purposes because of Section 280G of the Code ("Section 280G") and if it is, then the aggregate present value of amounts payable or distributable to or for the benefit of the Executive pursuant to this Agreement (such payments or distributions pursuant to this Agreement referred to as "Contract Payments") shall be reduced (but not below zero) to the Reduced Amount. For purposes of this Section, the "Reduced Amount" shall be an amount expressed as a present value which maximizes the aggregate present value of Contract Payments without causing any Contract Payment to be nondeductible by the Company under Section 280G.

If under this paragraph (d) the certified Public Accountants determine that any payment would more likely than not be nondeductible by the Company because of Section 280G, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof and of the Reduced Amount, and Executive may then elect (subject to the restrictions set forth below), in his sole discretion, which and how much of the Contract Payments or any other payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Contract Payments or any other payments equals the Reduced Amount), and shall advise the Company in writing of his election within twenty (20) business days of his receipt of notice. If no such election is made by Executive within such 20-day period, the Company may elect which and how much of the Contract Payments or any other payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Contract Payments equals the Reduced Amount) and shall notify Executive promptly of such election. Notwithstanding anything to the contrary, any Contract Payments or other payments that are subject to Section 409A (a "409A Payment") shall not be eliminated or reduced unless and until all other Contract Payments and other payments have been eliminated or reduced and any 409A Payment that is to be reduced or eliminated shall be reduced or eliminated in order of due date from earliest to latest. For purposes of this paragraph, present value shall be determined in accordance with Section 280G(d)(4) of the Code. All determinations made by the Certified Public Accountants shall be binding upon the Company and Executive and the payment to Executive shall be made within twenty (20) days of the later of the Change of Control or the Executive's termination of employment. The Company may suspend for a period of up to thirty (30) days the Payment and any other payments or benefits due to Executive until the Certified Public Accountants finish the determination and Executive (or the Company, as the case may be) elects how to reduce the Contract Payments or any other payments, if necessary; provided, however, under no circumstance shall Executive or the Company be permitted to delay or accelerate any payment in a manner that would result in an impermissible deferral or acceleration under Section 409A. As promptly as practicable following such determination and the elections hereunder, the Company shall pay to or distribute to or for the benefit of Executive such amounts as are then due to Executive under this Agreement.

5.6 Termination in the Event of Death or Disability.

(a) If Executive dies, his designated beneficiaries, or if none, his estate, shall be entitled to the proceeds from Executive's life insurance coverage described in Section 2.6 and all benefits specified in Section 5.1.

(b) If Executive becomes disabled (as defined in the disability policy or policies described in Section 2.6), the Company may terminate Executive's employment. In such event, Executive would receive (i) all benefits specified in Section 5.1 and (ii) for a period of one year following the date Executive becomes disabled ("Disability Period"), his Base Salary at the rate in effect at the beginning of the period reduced by any payments made to Executive during the Disability Period under the disability benefit plans of the Company described in Section 2.6 or under the Social Security disability insurance program, as well as other payments and benefits set forth in Section 2.3 that may be provided to Executive under the terms of the plans, programs and practices covered by Section 2.3.

6. NON-INTERFERENCE; NON-COMPETITION.

6.1 Agreement. Executive agrees to execute and abide by the Noncompetition Agreement attached hereto as Exhibit B.

7. SECTION 409A.

7.1 Compliance with Section 409A. It is the intent of the parties that the provisions of this Agreement comply with Section 409A and the Treasury regulations and guidance issued thereunder and that this Agreement be interpreted and operated consistent with such requirements of Section 409A in order to avoid the application of additional taxes, interest or penalties due to Section 409A ("409A Penalties"). To the extent that a payment, or the settlement or deferral thereof, is subject to Section 409A, except as Executive and Company otherwise determines in writing, the payment shall be paid, settled or deferred in a manner that will meet the requirements of Section 409A, such that the payment, settlement or deferral shall not be subject to the 409A Penalties. Any reimbursement will be interpreted and administered to comply with Treasury Regulation Section 1.409A-3(i)(1)(iv).

7.2 Delay for Specified Employee. To the extent that (a) Company's common stock is publicly traded on an "established securities market" as defined in Treasury Regulations § 1.897-1(m), and (b) Executive would otherwise be entitled to any payment or benefit under this Agreement or any plan or arrangement of Company or its affiliates, that constitutes "deferred compensation" subject to Section 409A and that if paid during the six months beginning on the date of Executive's termination of employment would be subject the 409A Penalties because Executive is a "specified employee" (within the meaning of Section 409A and as determined from time to time by Company), the payment will be paid to Executive on the earliest of the six-month anniversary of the termination of employment, a change in ownership or effective control of Company (within the meaning of Section 409A) or Executive's death.

7.3 Full Section 409A Compliance. Notwithstanding any provision of this Agreement, (a) this Agreement shall not be amended in any manner that would cause (i) the imposition of any 409A Penalty, (ii) this Agreement or any amounts or benefits payable hereunder to fail to comply with the requirements of Section 409A, to the extent applicable, or (iii) any amounts or benefits payable hereunder that are not subject to Section 409A to become subject thereto (unless they also are in compliance therewith), and the provisions of any purported amendment that may reasonably be expected to result in such non-compliance shall be of no force or effect with respect to this Agreement and (b) if any provision of this Agreement would, in the reasonable, good faith judgment of Company, result or likely result in the imposition on Executive or any other person of any adverse consequences under Section 409A, Company may reform this Agreement, or any provision thereof, without Executive's consent, in the manner that Company reasonably and in good faith determines to be necessary or advisable to avoid the imposition of such adverse consequence; provided, however, that any such reformation shall, to the maximum extent Company reasonably and in good faith determines to be possible, retain the economic and tax benefits to Executive hereunder, while not materially increasing the cost to Company of providing such benefits to Executive. Company shall promptly notify Executive in writing of any such reformation and provide a detailed explanation of the reason for the reformation. For the avoidance of doubt, the phrase "termination of employment" and similar phrases shall mean and be interpreted in the same manner as, a "separation from service" from the Company within the meaning of Section 409A of the Code.

8. GENERAL PROVISION.

8.1 Notices. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery (including personal delivery by facsimile) or the third day after mailing by first class mail, to the Company at its primary office location and to Executive at the address listed on the Company payroll.

8.2 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

8.3 Waiver. If either party should waive any breach of any provisions of this Agreement, they or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

8.4 Complete Agreement. This Agreement and its Exhibits, constitute the entire agreement between Executive and the Company and it is the complete, final, and exclusive embodiment of his agreement with regard to the material terms of executive employment, compensation, and duration. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by Executive and an officer of the Company.

8.5 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

8.6 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

8.7 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and his respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and they may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

8.8 Attorneys' Fees. If either party hereto brings any action to enforce his or its rights hereunder, Executive shall be reimbursed by Company for his reasonable attorneys' fees and costs incurred in connection with such action, unless all of Executive's positions in such action are determined by the court to be frivolous.

8.9 Choice of Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the law of the State of Kansas.

8.10 No Duty to Mitigate. Executive shall have no duty to attempt to mitigate the level of benefits payable by the Company to him hereunder and the Company shall not be entitled to set off against the amounts payable hereunder any amounts received by the Executive from any other source, including any subsequent employer.

8.11 Release. Payment of the amounts provided for in Section 5.5(a)(i)-(iv) shall be subject to the parties' signing (and not revoking by the end of any applicable revocation period) a general release of claims in a form reasonably acceptable to the parties, within twenty-one (21) days or forty-five (45) days, whichever period is required under applicable law, which shall contain a mutual non-disparagement clause, and which shall exempt from release the matters set forth in Section 8.12 and any continuing obligations under this Agreement pursuant to Sections 3.1 and/or 6.1.

8.12 Claw-Back. If, pursuant to Section 10D of the Securities Exchange Act of 1934, as amended (the "Act"), the Company would not be eligible for continued listing, if applicable, under Section 10D(a) of the Act if it did not adopt policies consistent with Section 10D(b) of the Act, then, in accordance with those policies that are so required, any incentive-based compensation payable to Executive under this Agreement or otherwise shall be subject to claw-back in the circumstances, to the extent, and in the manner, required by Section 10D(b)(2) of the Act, as interpreted by rules of the Securities Exchange Commission, including but not limited to circumstances involving fraud or significant misrepresentation by the Executive that caused harm to the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EXECUTIVE

NIC INC.

/s/ William A. Van Asselt

Name: William A. Van Asselt

By: /s/ Harry H. Herington

Name: Harry H. Herington

Title: Chief Executive Officer

NIC INC.

**EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**

In consideration of my employment or continued employment by NIC, Inc., a Delaware corporation (the "**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that (i) the Company's Proprietary Information hereunder shall not include information to the extent that it is or becomes generally known in the trade or industry other than as a result of a breach of this Agreement, and (ii) I shall be free to use my own skill, knowledge and experience to whatever extent and in whichever way I wish, provided that I do so without the use or disclosure of Proprietary Information.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former

employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 **Proprietary Rights.** The term "Proprietary Rights" shall mean all trade secret, patent, trademark, copyright, and other intellectual property rights throughout the world.

2.2 **Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention, Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 **Assignment of Inventions.** Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first conceived or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made, conceived, fixed in a tangible medium or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 **Nonassignable Inventions.** This Agreement will not be deemed to require assignment of and "Company Inventions" shall not be discerned to include any invention which was developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and is neither related to the Company's actual or anticipated business, research or development, nor resulted from work performed by me for the Company.

2.5 **Obligation to Keep Company Informed.** During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or fixed in a tangible medium by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will

advise the Company in writing of any Inventions that I believe fully qualify for protection "as non-Company Inventions" and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that are not Company Inventions. I will preserve the confidentiality of any Invention which is a Company Invention.

2.6 **Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 **Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101) the copyright in which is owned by the Company. If, for any reason, such original works are not deemed "works made for hire" under such statute, I hereby assign and agree to assign all of my right, title, and interest in the works to the Company and agree to execute such further documents as are reasonably required to perfect and record this assignment.

2.8 **Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such "Company Inventions" to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights or Company Inventions assigned hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **ADDITIONAL ACTIVITIES.** I agree that for the period of my employment by the Company and for three (3) years after the date of termination of my employment by the Company I will not induce any employee of the Company to leave the employ of the Company.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this

Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all original drawings, notes, memoranda, specifications, devices, formulas, files, emails and documents, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company, whether in paper, electronic or other intangible form. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement. I further agree not to retain any Proprietary Information of the Company on any electronic or online storage media including, but not limited to, USB drives, magnetic or optical discs, online storage services, online email services, or any personal computer under my control, subsequent to my termination.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. **GENERAL PROVISIONS.**

10.1 **Governing Law.** Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of Kansas, as such laws are applied to agreements entered into and to be performed entirely within Kansas between Kansas residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Johnson County, Kansas for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein so long as the central purpose and intent of the Agreement can still be achieved. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 **Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of my other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 **Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. If I have an existing Employee Proprietary Information and Inventions Agreement in place with the Company, then this Agreement supersedes and replaces that agreement effective as of the date this agreement is signed below, otherwise, this Agreement shall be effective as of the first day of my employment with the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

[Remainder of Page Intentionally Blank]

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

/s/ William A. Van Asselt

William A. Van Asselt

Address:

Date: July 29, 2018

ACCEPTED AND AGREED TO:

NIC INC.

By: /s/ Harry H. Herington

Name: Harry H. Herington

Title: Chief Executive Officer

Date: July 29, 2018

EXHIBIT A

PREVIOUS INVENTIONS

TO: NIC Inc.

FROM: William A. Van Asselt

DATE: July 29, 2018

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by _____ (the "Company"), a wholly-owned subsidiary of NIC Inc., that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

No inventions or improvements.

See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Additional sheets attached.

NICUSA, INC.

Non-Competition Agreement

In consideration of the employment/promotion of William A. Van Asselt, currently residing at _____ (“Employee”), by NICUSA, Inc. (“Employer”) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Employee, Employer and Employee hereby agree to the terms outlined in this Agreement.

Recitals

- A. Employer is in the business generally of designing, building, and furnishing to government clients and private entities, egovernment applications and services online, including but not limited to Software As A Service, stand-alone online applications, system management and hosting, e-payment processing, database management, and enterprise wide management of such services and payment streams.
- B. The parties recognize that, in the course of employment with Employer, Employee will learn Employer’s techniques, procedures, and development, management, and marketing strategies and will be exposed to the Employer’s clients and prospects, all of which Employer has a legitimate business interest in protecting. Employee is expected to work diligently and to develop good will with clients and prospects and other of Employer’s employees for the benefit of the Employer. Employee agrees that it would be unfair and improper to disclose or use Employer’s Confidential Information, training, or relationships to solicit Employer’s clients, prospects, or employees either during the Employee’s employment with Employer or for a limited period thereafter.
- C. The parties desire to enter into this Agreement in order to induce the Employer to share or continue to share its information and resources with Employee during the course of employment and to insure that the Employer’s business will not be harmed during or after Employee’s employment.
- D. Employee acknowledges and agrees that the promises in this Agreement are of material importance to Employer and the promises are a material inducement for Employer to employ and continue to employ the Employee.

Agreement

1. **Definitions**

As used herein:

(a) “Confidential Information” means any oral or written information disclosed to Employee or known by Employee as a consequence of or through Employee’s employment by Employer which relates to Employer’s business, products, processes, or services, including, but not limited to, information relating to research, development, Inventions, computer program designs, programming techniques, flow charts, source code, object code, products under development, manufacturing, purchasing, accounting, engineering, marketing, selling, customer lists, customer requirements, and any documentation thereof. It will be presumed that information supplied to Employee from outside

sources while in the course of his or his work for Employer is Confidential Information unless and until it is designated otherwise.

(b) "Inventions" means discoveries, concepts, and ideas, whether patentable or not, including, but not limited to, apparatuses, processes, methods, compositions of matter, techniques, and formulae, as well as improvements or know-how related to any of those, in connection with and relating to any activities of Employer.

(c) "Work Product" means all documents, reports, memoranda, drawings, specifications, computer programs, works of authorship fixed in a tangible medium of expression, flow charts and computer source code and object code regardless of the medium in which it is fixed, notes, correspondence, records, notebooks, and other tangible or intangible property and any and all plans, discoveries, creations, compositions, innovations, processes, technical data, patents and patent applications, know-how, trade secrets, trademarks, copyrights and copyright registration applications, and other materials and designs (whether tangible or intangible) developed or conceived by the Employee or provided by the Employer or any of its related entities, affiliates, or business units to the Employee during the course of the Employee's performance of service for Employer.

(d) "Conflicting Organization" means any competitor of Employer, including any organization which is engaged in the development, marketing, or selling of a Conflicting Product. An "affiliate" of Employer is an entity that is owned by, or under common control with, Employer, including direct and indirect parent entities. An affiliate of Employer is not considered a Conflicting Organization.

(e) "Conflicting Product" means any product, process, or service of any person or organization other than Employer which competes with a product, process, or service of Employer upon or with which Employee works or about which Employee acquires Confidential Information.

2. Services to Conflicting Organizations

For as long as Employee is employed by Employer and for a period of two (2) years after termination of Employee's employment by Employer, whether or not said termination is voluntary or involuntary and whether or not said termination is initiated by Employee or Employer, Employee will not own, in whole or in part, aid, or render services to, directly or indirectly, (collectively, "aid") any Conflicting Organization; provided, however, that, upon termination of Employee's employment by Employer, Employee shall have the right to aid a Conflicting Organization whose business is diversified and which, as to that part of its business Employee aids, considered as a discrete business unit, is not a Conflicting Organization if, prior to aiding or rendering services, Employee furnishes separate written assurances satisfactory to Employer (in its sole discretion) from such Conflicting Organization and from Employee that Employee will not aid or render services directly or indirectly in connection with any Conflicting Product. For purposes of this provision, ownership means either: 1) owning more than 5% of the total outstanding shares of stock in a Conflicting Organization; or 2) having a controlling interest in a Conflicting Organization. The preceding restriction applies to the Employee in the following territory:

For Management Level Employees: Because Employer is a subsidiary of NICUSA, Inc., which uses subsidiaries such as Employer to operate e-government portals across the entire United States of America, such as the one that Employer operates for Kansas; and because Employee's position with Employer is considered to be management level or management-trainee; and because a condition of being employed at management level or as a management trainee is that the Employee be willing to relocate to another subsidiary in another state to lead or assist in leading the operations of a new or existing portal such as Employer operates for Kansas, such aid or services to a Conflicting Organization is prohibited anywhere in the United States of America.

For Non-Management Level Employees: Because Employee is not considered to be a management level or management-trainee, such aid or services to a Conflicting Organization is prohibited anywhere in Kansas or its adjoining states.

3. Confidentiality

(a) During employment with the Employer, and from and after termination of employment, Employee will hold in confidence the Confidential Information and will not use it or disclose it to any person or entity except with the specific prior written consent of the Employer or except as otherwise expressly permitted by this Agreement.

(b) Any trade secrets of the Employer or the business and affairs of the Employer will be entitled to all of the protections and benefits under the Kansas Trade Secrets Act and any other applicable law. If any information that the Employer deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, nevertheless, be considered Confidential Information for purposes of this Agreement. Employee hereby waives any requirement that the Employer submit proof of the economic value of any trade secret or post a bond or other security.

(c) None of the foregoing obligations and restrictions apply to any part of the Confidential Information that Employee demonstrates (i) was or became generally available to the public other than as a result of an improper disclosure by Employee or by another individual or entity; or (ii) was available to Employee on a non-confidential basis prior to its disclosure to Employee by the Employer. If Employee is requested or becomes legally compelled by any means or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, Employee will provide the Employer with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy.

4. Non-Solicitation of Employees

Employee shall not, during the period of Employee's employment with the Employer and for a period of two (2) years after termination of Employee's employment with the Employer, whether or not said termination is voluntary or involuntary, and whether or not said termination is initiated by Employee or Employer, either on his or his own account or for any person, partnership, corporation, or other entity (a) solicit, contact, or endeavor to cause any employee of the Employer to leave his or her employment, (b) induce or attempt to induce any such employee to breach her or his employment agreement with the Employer, (c) otherwise interfere with the Employer's relationships with its employees, or (d) hire, employ, or supervise any of the Employer's employees.

5. Non-Solicitation of Clients or Prospects

Employee shall not, during the period of Employee's employment with the Employer and for a period of two (2) years after termination of Employee's employment with the Employer, whether or not said termination is voluntary or involuntary, and whether or not said termination is initiated by Employee or Employer, solicit, induce, or attempt to induce, any past or current client of Employer, or any prospective client of Employer with whom Employee had contact as a result of Employee's employment by Employer, (a) to cease doing business in whole or in part with or through the Employer, or (b) to do business with any Conflicting Organization.

6. Work Product and Inventions

(a) Employer shall own, without restrictions or limits of any kind, all right, title, and interest in and to any and all Work Product and Inventions.

(b) Employee acknowledges and agrees that the Employee shall not acquire any right whatsoever in any Work Product or Inventions and that any and all Work Product or Inventions, and any other

property of Employer shall be returned or provided to the Employer at any time upon the Employer's demand, and, at the latest, upon termination of Employee's employment for any reason.

(c) Employee acknowledges and confirms that it is the Employee's intention that any and all rights, including any copyright or other intellectual property rights, in any Work Product or Inventions created by the Employee for the Employer shall solely and exclusively vest in the Employer, and that any such Work Product or Inventions shall be considered within the scope of the Employee's employment. The parties agree that the Employer is entitled, as author, to the copyright in any copyrightable Work Product and any Inventions and any other rights therein including the right to seek or not seek statutory registration of any copyright and the right to make such changes therein and uses thereof as the Employer in its sole discretion determines. If, for any reason, any such Work Product is not considered a work made for hire under the copyright laws, then the Employee hereby grants and assigns to the Employer all of the Employee's right, title, and interest in and to such Work Product.

(d) Employee agrees to execute such assignments, releases, transfer documents, and other instruments as the Employer may reasonably require in order to vest in the Employer complete and absolute title to the Work Product and any Inventions, including all intellectual property rights therein and thereto. For this limited purpose, the Employee hereby appoints the Employer as its attorney in fact to execute and deliver to the Employer, on behalf of the Employee, any and all such documents or instruments. This appointment shall be deemed to be a power coupled with an interest and shall be irrevocable. The Employee agrees to cooperate fully with the Employer in any and all acts or actions deemed appropriate by the Employer in order to perfect, retain, enforce, and maintain sole and exclusive title in and to the Work Product and any Inventions and all intellectual property rights therein and thereto.

(e) This Agreement does not apply to an Invention for which no equipment, supplies, facility, or trade secret information of the Employer was used and which was developed entirely on the Employee's own time, unless (a) the Invention relates (i) directly to the business of the Employer, or (ii) actual or demonstrably anticipated research or development or (b) the Invention results from any work performed by the Employee for the Employer.

7. Tolling of Period of Restriction

In the event of a breach of any of the covenants included above, then the post-employment time periods during which such prohibitions apply shall not be reduced by any period of time during which Employee is in violation or breach of any such covenant, including any period of time required to obtain injunctive relief from a court requiring Employee to cease and desist such breach.

8. Enforcement

Employee acknowledges that the legal remedy available to Employer for any breach of covenants in this Agreement on the part of Employee may be inadequate, and therefore, in the event of any threatened or actual breach of any term of this Agreement and in addition to any other right or remedy which Employer may have, Employer shall be entitled to specific enforcement of this Agreement through injunctive or other equitable relief in a court with appropriate jurisdiction, without the necessity of posting a bond.

9. Attorneys' Fees and Costs

The Employee shall reimburse the Employer for all costs and expenses, including reasonable attorneys' fees, expert fees, and costs incurred by the Employer in connection with enforcing any provision of this Agreement.

10. Obligations Survive Termination of Employment

Termination of Employee's employment, whether voluntary or involuntary, shall not impair or relieve Employee of any obligations under this Agreement. Employee acknowledges that his/her employment is at

will and that nothing in this Agreement shall be considered a contract of employment or in any way alter Employee's at-will status in any manner or respect.

11. Non-
Waiver

No failure on the part of either party to require the performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affecting such party's right to enforce such term, and no waiver on the part of either party of any term in this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Binding
Effect

This Agreement may be assigned by Employer without the prior written consent of Employee.

13. Severability

Should any term of this Agreement be found invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Agreement. If necessary for enforcement of any of the covenants in the Agreement by a court with appropriate jurisdiction, Employee and Employer agree the court is authorized to reduce or modify the covenant as necessary for the maximum enforcement permitted by law.

14. Term _____ of
Employment

This Agreement involves no obligations on the part of Employer to employ Employee or upon Employee to accept employment for any definite period of time.

15. Merger

This Agreement supersedes all prior conversations, correspondence, representations, warranties, agreements, and other communications regarding the subject matter hereof. The Recitals are considered a part of this Agreement.

16. Applicable
Law

(a) This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the state of Kansas.

(b) The parties agree that any action at law or in equity relating to this Agreement shall be brought in the federal or state courts within the city of Olathe, KS and the parties consent to and hereby waive any objections to jurisdiction and venue at that location.

Employee hereby acknowledges receipt of a copy of this Agreement.

Employee hereby acknowledges receipt of a copy of this Agreement.

IN WITNESS to Employee's agreement to all of the above, Employee has executed this Agreement as of the 29th day of July, 2018.

Employee: /s/ William A. Van Asselt
William A. Van Asselt
Position: General Counsel

Accepted for Employer:
Signed: /s/ Harry H. Herington
Name: Harry H. Herington
Title: Chief Executive Officer

Attachment I to Employment Agreement

Name: William A. Van Asselt
Position: General Counsel

Additional benefits provided to Executive as part of Key Employee Agreement dated July 29, 2018.

Life Insurance

20 year term policy
2x annual salary benefit.

Life-insurance policy premiums will be paid by the Company.

Long Term Disability Coverage

Standard Monthly Benefit	\$10,000 (guaranteed for life)
Rider No. 1	\$ 5,000 (guaranteed for life)
Rider No. 2	<u>\$ 2,669</u> (guaranteed for 3 years, then must reapply)
Total Monthly Benefit	\$17,669

In the event the participant is disabled for more than 365 days, Lloyds of London will issue a one-time lump sum payment of \$1,000,000.

Long-term disability policy premiums (for both standard coverage and riders) will be paid by the Company.

Signature of Participant: /s/ William A. Van Asselt
Date: July 29, 2018

Exhibit 31.1

CERTIFICATION

I, Harry Herington, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NIC Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2018

/s/ Harry Herington
Harry Herington
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Stephen M. Kovzan, certify that

1. I have reviewed this Quarterly Report on Form 10-Q of NIC Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2018

/s/ Stephen M. Kovzan
Stephen M. Kovzan
Chief Financial Officer

Exhibit 32.1

**Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002**

The undersigned Chief Executive Officer and Chief Financial Officer of NIC Inc. (the "Company") each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2018 (the "Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 1, 2018

/s/ Harry Herington
Harry Herington
Chief Executive Officer

/s/ Stephen M. Kovzan
Stephen M. Kovzan
Chief Financial Officer