

Item 1.01 Entry into a Material Definitive Agreement

On February 6, 2015, Information Systems Associates Inc., (the “Company”) entered into an Agreement and Plan of Merger (the “Merger Agreement”) among Duos Technologies, Inc., a Florida corporation (“Duos”), the Company and Duos Acquisition Corporation, a Florida corporation and wholly owned subsidiary of the Company (“Merger Sub”). Pursuant to the Merger Agreement and subject to the satisfaction or waiver of the conditions therein, Merger Sub will merge with and into Duos in a statutory reverse triangular merger (the “Merger”) with Duos surviving the Merger as a wholly owned subsidiary of the Company. Duos, which is based in Jacksonville, Florida, employs approximately 30 people and is a technology company with a strong portfolio of intellectual property, with core competencies that include advanced intelligent technologies that are delivered through its proprietary integrated enterprise command and control platform. If the Merger is consummated, at the closing of the Merger (the “Closing”), the Company will issue to Duos’ stockholders, in exchange for all of the issued and outstanding shares of Duos, such number of the Company’s common stock as shall equal, following such issuance, 96% of the Company’s issued and outstanding common stock.

Prior to the Merger, the Company intends to execute a recombination of its Class A and Class B Common stock into a single class and implement a reverse stock split in the ratio of 1 for 200 of the Company’s outstanding common stock.

The Merger Agreement contains customary representations, warranties and covenants of each of the parties. The consummation of the Merger is subject to various closing conditions. Either the Company or Duos may terminate the Merger Agreement if the Closing does not occur before March 15, 2015.

The above description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement itself, which is filed as Exhibit 2.1 to this report and incorporated herein by reference. The inclusion of the Merger Agreement with this report is not intended to provide investors with factual information other than the fact of the terms and conditions of the Merger Agreement. The representations and warranties included in the Merger Agreement were made by the parties for the purposes of allocating contractual risk among them and not as a means of establishing facts (and as such are subject to different standards of materiality and are qualified by a confidential disclosure letter). Only the parties to the agreement and specified have a right to enforce the Merger Agreement or rely on the representations it contains.

Item 7.01 Regulation FD Disclosure.

The Company is filing as Exhibit 99.2 to this Current Report on Form 8-K materials being used in connection with presentations to and conversations with investors beginning the date hereof (the “**Investor Presentation**”).

In accordance with General Instruction B.2 of Form 8-K, the information presented herein under Item 7.01 and set forth in the attached Exhibit 99.2 is deemed to be “furnished” solely pursuant to Item 7.01 of this report and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information or the exhibit be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 2.1 Merger Agreement, dated as of February 6, 2015, by and among Information Systems Associates, Inc. (“ISA”) Duos Technologies, Inc. and Duos Acquisition Corporation, a wholly owned subsidiary of ISA.
- 99.1 Press release by Information Systems Associates, Inc. on February 9, 2015
- 99.1 Joint Press Release, dated as of December 18,
- 99.2 Investor presentation slides to be used in connection with investor presentations
Powerpoint presentation given at Investor Conference on February 9, 2015

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 hereunto duly authorized.

**INFORMATION SYSTEMS
ASSOCIATES, INC.**

Date: February 9, 2015

By: /s/ *Adrian Goldfarb*

Chief Financial Officer

MERGER AGREEMENT AND PLAN OF MERGER

THIS **MERGER AGREEMENT AND PLAN OF MERGER** ("Agreement") is made this 6th day of February 2015 ("Execution Date" or "Closing Date") by and among **DUOS TECHNOLOGIES, INC.**, a Florida corporation ("Duos"); **INFORMATION SYSTEMS ASSOCIATES, INC.**, a Florida corporation ("ISA"); and **DUOS ACQUISITION CORPORATION**, a Florida corporation and a wholly-owned subsidiary of ISA ("Merger Sub").

RECITALS

A. The respective Boards of Directors of ISA, Merger Sub and Duos have each approved the merger of Merger Sub with and into Duos with Duos surviving ("Merger"), upon the terms and subject to the conditions set forth in this Agreement, whereby the issued and outstanding shares of common stock, no par value per share, of Duos ("Duos Common Stock"), will be converted into a portion of the Merger Consideration (as defined below).

B. The respective Boards of Directors of ISA, Merger Sub and Duos have each determined that the Merger and the other transactions contemplated hereby are consistent with, and in furtherance of, their respective business strategies and goals and are in the best interests of their respective stockholders.

C. ISA, Merger Sub and Duos desire to make certain representations, warranties, covenants, each to the other, and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

**ARTICLE I DEFINITION
OF TERMS**

1.1 Certain Definitions. For purposes of this Section 1.1, capitalized words and terms have the following meanings:

"Affiliate" has the meaning set forth in Exchange Act Rule 12b-2.

"Books and Records" means all books and records of Duos, including files, manuals, price lists, mailing lists, distributor lists, customer lists, sales and promotional materials, purchasing materials, documents evidencing intangible rights or obligations, personnel records, accounting records and litigation files (regardless of the media in which stored).

"Closing" is defined in Section 2.2. "Closing Date" is defined in Section 2.2.

"Code" means U.S. Internal Revenue Code of 1986, as amended.

"Dissenting Shares" means the shares of Duos Common Stock owned by shareholders of Duos who are electing their appraisal rights under the FBCA and have perfected such rights in accordance with the FBCA.

"Duos Bylaws" means the Bylaws of Duos, as amended as in effect on the Closing Date. "Duos Common Stock" is defined in Recital A.

"Duos Shareholders" means the holders of Duos Common Stock prior to the Effective Time.

"Duos Certificate" means the Certificate of Incorporation of Duos, as amended, as in effect on the Closing Date.

"Duos Disclosure Letter" is defined in Article III.

"Effective Time" is defined in Section 2.2.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules

and regulations promulgated thereunder.

“FBCA” is defined in Section 2.1.

“FINRA” means the Financial Industry Regulatory Authority.

“Florida Secretary” is defined in Section 2.2.

“Governmental Authority” shall mean any foreign, federal, national, state or local judicial, legislative, executive or regulatory body, authority or instrumentality, whether United States or otherwise.

“ISA Certificate” means the Certificate of Incorporation of ISA, as amended. “ISA Bylaws” means the Bylaws of ISA, as amended.

“ISA Common Stock” means the common stock, par value \$.001 per share, of ISA. “ISA Disclosure Letter” is defined in Article IV.

“ISA Stock” means, collectively, the ISA Common Stock and the Series A Preferred Stock.

“Knowledge” means the actual knowledge of the executive officers of a Party, without independent investigation.

“Law” means any federal, state or local law, statute, rule, regulation, judgment, decree, injunction, order, ordinance, code, regulation, arbitration award, grant, franchise, permit and license or other legally enforceable requirement of or by any Governmental Authority or self-regulatory organization.

“Liability” means obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof and any lien or charge arising by Law.

“Material Adverse Effect” means, with respect to each Party, any effect or change that would have a material adverse effect on the results of operations, financial condition, assets, properties or business of the party, taken as a whole, or on the ability of the Party to consummate timely the transactions contemplated hereby.

“Merger” is defined in Recital A.

“Merger Documents” is defined in Section 2.3.

“Merger Consideration” means the aggregate number of shares of ISA Common Stock, representing 96% of the issued and outstanding ISA Common Stock after giving effect to the Merger (on a post-Reverse Stock Split basis); **provided**, that, if the Reverse Stock Split is not implemented on or before the Closing, the Merger Consideration shall also mean such number of shares of Series A Convertible Preferred Stock (together with the ISA Common Stock, the “ISA Stock”) which, following the implementation of the Reverse Stock Split, shall together with ISA Common Stock comprising the Merger Consideration, represent 96% of the issued and outstanding ISA Common Stock after giving effect to the Merger (on a post-Reverse Stock Split basis).

“Ownership Interest” means, as to each Duos Shareholder, the amount, expressed as a percentage, each Holder is entitled to receive of the Merger Consideration.

“Parties” shall mean Duos, ISA and Merger Sub.

“Person” means any individual, group, organization, corporation, partnership, joint venture, limited liability company, trust or entity of any kind.

“Reverse Stock Split” is defined in Section 5.1(g). “SEC”

means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Series A Convertible Preferred Stock” if the Reverse Stock Split is not implemented on

or before the Closing ISA shall create a new Series A Convertible Preferred Stock, par value \$0.001 per share, to be issued to Duos shareholders as part of the Merger Consideration and which will automatically convert into ISA Common Stock immediately following the implementation of the Reverse Stock Split, the rights, preferences and privileges are as set forth in the certificate of designation of the rights and privileges thereof

“Surviving Corporation” is defined in Section 2.1.

“Tax” or “Taxes” means all taxes, fees or other assessments of any kind imposed by any Governmental Authority, and any and all interest, penalties and additions relating thereto. “Tax” or “Taxes” includes without limitation all add-on minimum, alternative minimum, capital stock, currency, customs, documentary, disability, employee, employer, environmental, estimated, excise, export, FICA, franchise, FUTA, gross receipts, income, import, natural resources, license, occupation, payroll, personal property, premium, real property, registration, sales, severance, social security, stamp, transfer, unemployment, use, value added, escheat, unclaimed property, windfall profit and withholding taxes and duties. “Tax” or “Taxes” also includes any Liability for taxes of any other Person, including transferee or secondary Liability for Taxes and any Liability pursuant to an agreement or otherwise, including Liability arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any Tax Return relating thereto.

“TrueVue Subsidiary” means and refers to TrueVue 360, Inc., a Delaware corporation and ISA’s wholly owned subsidiary.

ARTICLE II THE MERGER

2.1 **THE MERGER.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable provisions of the Florida Business Corporation Act ("FBCA"), Merger Sub shall be merged with and into Duos at the Effective Time (as defined in Section 2.3). Following the Effective Time, the separate corporate existence of Merger Sub shall cease and Duos shall be the surviving corporation of the Merger ("Surviving Corporation") and shall succeed to and assume all of the rights and obligations of Merger Sub in accordance with the FBCA.

2.2 **CLOSING; EFFECTIVE TIME.** The closing of the Merger and other transactions contemplated hereby ("Closing") will take place at 10:00 a.m., Eastern Standard time, on a date to be specified by the parties ("Closing Date") at the offices of Duos in Jacksonville, Florida, or such other location as may be agreed to by the parties hereto. At the Closing, the Parties hereto shall cause the Merger to be consummated by filing the Agreement and articles of merger (collectively the "Merger Documents") with the Secretary of State of the State of Florida (the "Florida Secretary"), in accordance with the relevant provisions of the FBCA (the time of such filings, or such later time as may be agreed in writing by the Parties and specified in the Merger Documents, being the "Effective Time"). If the Florida Secretary requires any changes in the Merger Documents as a condition to filing or issuing a certificate to the effect that the Merger is effective, Duos, ISA and/or the Merger Sub shall execute any necessary document incorporating such changes, provided such changes are not inconsistent with and do not result in any material change in the terms of this Agreement.

2.3 **EFFECTS OF THE MERGER.** The effects of the Merger shall be as provided in this Agreement, the Merger Documents and the applicable provisions of FBCA.

2.4 **CERTIFICATE OF INCORPORATION AND BYLAWS**

(a) At the Effective Time, by virtue of the Merger and without any action on the part of ISA, Merger Sub or Duos, the articles of incorporation and the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Duos Certificate and Duos Bylaws until thereafter amended as provided by the FBCA.

(b) The directors and officers of Duos prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation.

2.5 **MERGER CONSIDERATION**

(a) Prior to the Closing, Duos shall deliver a schedule to ISA, which shall set forth the names of the Duos Shareholders, their respective Ownership Interest and their portion of the Merger Consideration, payable to each of them as of the Closing Date. All shares of ISA Stock issued upon the surrender and exchange of shares of Duos Common Stock or Series A Preferred Stock, as the case may be, in accordance with the terms hereof shall (i) contain a restricted securities legend in compliance with the Securities Act and (ii) be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Duos Common Stock or Series A Preferred Stock. Following the Effective Time, there shall be no further registration of transfers on the stock transfer books of Duos of the shares of Duos Common Stock that were outstanding immediately prior to the Effective Time.

(b) At the Effective Time, without any action of the holder thereof, each share of common stock of Merger Sub ("Merger Sub Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid, nonassessable share of common stock of the Surviving Corporation. Each stock certificate evidencing ownership of any shares of Merger Sub Stock shall, at the Effective Time, evidence

ownership of one such share of capital stock of the Surviving Corporation.

(c) Effect on Capital Stock.

(i) No Fractional Shares. No fractional shares will be issued in connection with the conversion of Duos Common Stock or Series A Preferred Stock into ISA Common Stock, and any right to receive a fractional share will be rounded-up to the nearest whole share of ISA Common Stock.

(ii) Cancellation of Duos Common Stock. At the Effective Time, without any further action of a holder, the Duos Common Stock will be deemed canceled and retired and will cease to exist, and each holder of Duos Common Stock will cease to have any rights with respect thereto; provided, however, that, following the Closing Date, upon surrender of an original stock certificate representing Duos Common Stock or affidavit of lost certificate and the delivery of the deliverables listed in sub-section (iii) below, ISA will deliver a stock certificate for shares of Duos Common Stock to which such person is entitled pursuant to its Ownership Interest, bearing any necessary or appropriate restrictive legend.

(iii) Lost, Stolen or Destroyed Certificates. If any certificate evidencing shares of Duos Common Stock shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed and, if required by ISA, the posting of an indemnity bond, in such reasonable amount as ISA or the transfer agent may direct, as collateral security against any claim that may be made with respect to the certificate, ISA will issue in exchange for the lost, stolen or destroyed certificate the ISA Common Stock equal to the Ownership Interest.

(d) Dissenting Shares of Duos Common Stock. Each Dissenting Share shall be converted into the right to receive payment with respect thereto in accordance with the provisions of the FBCA. Provided, however, that if any Duos Shareholder shall have failed to perfect or shall effectively withdraw or lose his right to appraisal and payment under the FBCA, such holder's shares shall thereupon be deemed to have been converted as of the Effective Time, as set forth in this Section 2.5 and such shares shall no longer be Dissenting Shares. Dissenting Shares shall be canceled and any holder thereof shall cease to have any rights with respect thereto.

2.6 **PROCEDURE FOR ISSUANCES TO HOLDERS**

(a) Prior to the Effective Time, ISA will instruct ISA's transfer agent to prepare stock certificates in the names of each Duos Shareholder eligible to receive Merger Consideration, reflecting such holder's Ownership Interest, its legal address and tax identification number (if appropriate). At Closing, appropriate stock certificates may be delivered to Duos on behalf of such Duos Shareholder. The fees due to the transfer agent shall be paid by ISA.

(b) All certificates evidencing the ISA Stock shall contain the following legend.

"THE SHARES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT OR IN A TRANSACTION WHICH, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, QUALIFIES AS AN EXEMPT TRANSACTION UNDER THE ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER."

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF DUOS

Duos represents and warrants to ISA and Merger Sub that the statements contained in this Article III are true and correct as of the date hereof and will be true and correct as of the Closing Date, except as modified by the disclosure schedules of Duos attached to this Agreement (the "Duos Disclosure Letter"), arranged in sections corresponding to the paragraphs in this Section; the disclosure in any section or paragraph will qualify other paragraphs in this Section to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

3.1 Organization. Duos is a corporation validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. Duos is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Capitalization' Ownership o f Shares.

(a) Duos' authorized capital stock consists of 14,500,000 shares, no par value per share, of common stock and 500,000 shares, no par value per share, of preferred stock.

(b) The capitalization of Duos is as set forth in Schedule 3.2(b). All of the issued and outstanding shares of Duos Common Stock were duly and validly issued and fully paid, are non- assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws.

(c) Except as provided in the Duos Disclosure Letter, there are no outstanding

(A) options, warrants, or other rights to purchase from Duos any capital stock of Duos; (B) debt securities or instruments convertible into or exchangeable for shares of Duos; or (C) commitments of any kind for the issuance of additional shares of Duos or options, warrants or other securities of Duos.

3.3 Authorization. Duos has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Duos and the consummation by Duos of the transactions contemplated hereby have been duly and validly authorized by the board of directors of Duos, and, except for approval of the stockholders of Duos, no other corporate proceedings on the part of Duos is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Duos. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Duos is a party constitute the valid and legally binding obligations of Duos, enforceable against Duos in accordance with their respective terms, except as may be limited by principles of equity or applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws relating to or affecting the rights and remedies of creditors generally. The execution, delivery and performance by Duos of this Agreement and the agreements provided for herein, and the consummation by Duos of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, violate the provisions of the Duos Certificate or Duos Bylaws, or (i) violate any judgment, decree, order or award of any court, governmental body or arbitrator; (ii) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation o f any lien, charge or encumbrance upon the properties or assets of Duos pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which Duos is a party or by which Duos or any of its properties is or may be bound; or (iii) to

Duos' Knowledge, violate the provisions of any law, rule or regulation applicable to Duos, except where such violation would not reasonably be expected to have a Material Adverse Effect.

3.4 No Conflict. The execution and delivery of this Agreement by Duos does not require any consent or approval under, result in any breach of, result in any loss of any benefit under, or constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under; give to others any right of termination, vesting, amendment, acceleration or cancellation of; or result in the creation of any lien or encumbrance on any property or asset of Duos pursuant to any material agreement of Duos or other instrument or obligation of Duos.

3.5 Litigation. Except as previously disclosed and as reflected in Exhibit 3.5, there is no action, suit, legal or administrative proceeding or investigation pending or, to Duos' Knowledge, threatened against or involving Duos (either as a plaintiff or defendant) before any court or governmental agency, authority, body or arbitrator. There is not in existence on the date hereof any order, judgment or decree of any court, tribunal or agency to Duos' Knowledge enjoining or requiring Duos to take any action of any kind with respect to its business, assets or properties.

3.6 Compliance with Laws. To Duos' Knowledge, Duos is not in violation of any federal, state or local law, regulation or ordinance (including, without limitation, laws, regulations or ordinances relating to building, zoning, environmental, disposal of hazardous waste, land use or similar matters) relating to its business or its properties.

3.7 No Brokers. No broker or finder has acted for Duos in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements, or understandings made by or on behalf of Duos.

3.8 No Subsidiaries. Except as otherwise disclosed on Schedule 3.8, Duos does not have any subsidiaries.

3.9 Financial Statements.

(a) Complete copies of Duos' audited financial statements consisting of the balance sheet of Duos as at December 31, 2012 and the related statements of income and retained earnings, shareholders' equity and cash flow for the year then ended (the "Duos Audited Financial Statements") and the unaudited financial statements for the year ended December 31, 2013 and 2014 (the "Duos Interim Financial Statements") and together with the Duos Audited Financial Statements (the "Duos Financial Statements") have been delivered to ISA

(b) Duos (i) makes and keeps accurate Books and Records in a consistent manner and (ii) maintains internal accounting controls that provide reasonable assurance that (A) transactions are and have been executed in accordance with management's authorization, (B) transactions are and have been recorded as necessary to permit preparation of their financial statements and to maintain accountability for their assets, (C) access to their assets is and has been permitted only in accordance with management's authorization, and (D) the reported accountability for their assets is compared with existing assets at reasonable intervals.

3.10 Tax Matters. Duos has timely filed all federal, state and local tax returns and all tax returns for other governing bodies having jurisdiction to levy taxes upon it which are required to be filed. Except as previously disclosed and as reflected in Schedule 3.10, Duos has paid all taxes, interest, penalties, assessments, and deficiencies which have become due, including without limitation income, franchise, real estate, and sales and withholding taxes.

3.11 Books and Records. To Duos' Knowledge, the general ledger and books of account of Duos, all minute books of Duos, all federal, state and local income, franchise, property and other tax returns filed by Duos, all of which have been made available to ISA, are in all material respects complete and correct and have been maintained in accordance with good business practice and in accordance with all applicable procedures as a private

company.

3.12 Foreign Corrupt Practices Act. In connection with its business, Duos has complied with the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq. and rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder of federal, state, local, and foreign governments (and all agencies thereof), and no Action, investigation, inquiry charge, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

3.13 Disclosure. The information concerning Duos set forth in this Agreement, the exhibits and schedules hereto, and any document, statement or certificate furnished or to be furnished in connection herewith (as applicable) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

**ARTICLE IV REPRESENTATIONS AND WARRANTIES
OF
ISA AND MERGER SUB**

Each of ISA and Merger Sub represents and warrants to Duos that the statements contained in this Article IV are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date, except as modified by the disclosure schedules of ISA and/or Merger Sub to Duos attached to this Agreement (the "ISA Disclosure Letter"), arranged in sections corresponding to the paragraphs in this Section to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

4.1 Organization.

(a) ISA is a corporation validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. ISA is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

(b) Merger Sub is a corporation validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. Merger Sub was incorporated on February 6th, 2015, has conducted no business and has no assets (other than the Merger Consideration) or liabilities.

(c) TrueVue Subsidiary is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby.

4.2 Capitalization.

(a) Prior to actions contemplated by the Reverse Stock Split, ISA's authorized capital stock consists of (i) 1,000,000 shares of preferred stock, par value \$.001 per share; (ii) 450,000,000 shares of Class A Common Stock, par value \$.001 per share; and (iii) 50,000,000 shares of Class B Common Stock, par value \$.001 per share.

(b) There are 138,155,740 shares of common stock issued and outstanding (which number excludes approximately 36,000,000 shares due to be issued, any stock issued in settlement of debt, any stock to be issued in settlement of outstanding warrants and options and any actions contemplated by the Reverse Stock Split), no shares of ISA preferred stock are issued and outstanding, and no shares of ISA Common Stock are held in the treasury of ISA. All of the issued and outstanding shares of ISA Common Stock were duly and validly issued and fully paid, are non-assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws.

(c) As of the Closing Date, there are no outstanding (A) options, warrants, or other rights to purchase from ISA any shares of ISA or Merger Sub; (B) debt securities or instruments convertible into or exchangeable for shares of ISA; or (C) commitments of any kind for the issuance of additional shares or options, warrants or other securities of ISA or Merger Sub.

(d) ISA owns all of the outstanding capital stock of each of Merger Sub and

TrueVue Subsidiary, free and clear of all liens or other encumbrances.

4.3 No Subsidiaries. Except for TrueVue Subsidiary and Merger Sub, ISA does not own any capital stock or other equity interest in any corporation, partnership, joint venture or other entity.

4.4 Authorization. Each of ISA, and Merger Sub has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by ISA and Merger Sub and the consummation by ISA and Merger Sub of the transactions contemplated hereby have been duly and validly authorized by the board of directors of ISA and the ISA shareholders if and as required under applicable law and, to the extent applicable, the transactions contemplated hereby have been approved by ISA as the sole stockholder of Merger Sub and the board of directors of Merger Sub, and no other corporate proceedings on the part of ISA and Merger Sub, respectively are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by ISA and Merger Sub. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which ISA or Merger Sub is a party constitute the valid and legally binding obligations of ISA and Merger Sub, respectively, enforceable against ISA and Merger Sub, respectively, in accordance with their terms, except as may be limited by principles of equity or applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws relating to or affecting the rights and remedies of creditors generally. The execution, delivery and performance by ISA and Merger Sub of this Agreement and the agreements provided for herein, and the consummation by ISA and Merger Sub of the transactions contemplated hereby, will not, with or without the giving of notice or the passage of time or both, violate the provisions of the ISA Articles or ISA Bylaws, the articles of incorporation or bylaws of Merger Sub or (i) violate any judgment, decree, order or award of any court, governmental body or arbitrator; (ii) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of ISA or Merger Sub pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which ISA or Merger Sub is a party or by which ISA or Merger Sub or any of their respective properties is or may be bound; or (iii) to ISA's or Merger Sub's Knowledge, violate the provisions of any law, rule or regulation applicable to ISA or Merger Sub, except where such violation would not reasonably be expected to have an Material Adverse Effect.

4.5 No Conflict. The execution and delivery of this Agreement by ISA and Merger Sub does not require any consent or approval under, result in any breach of, result in any loss of any benefit under or constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of any lien or encumbrance on any property or asset of ISA, TrueVue Subsidiary or Merger Sub pursuant to any material agreement of ISA, TrueVue Subsidiary or Merger Sub or other instrument or obligation of ISA or Merger Sub.

4.6 Valid Issuance of the ISA Stock. Upon the effectiveness of the Reverse Stock Split, the ISA Stock to be issued to the Duos shareholders as part of the Merger Consideration will be duly authorized, validly issued, fully paid and non-assessable, free and clear from all taxes and liens, claims and encumbrances (except the applicable securities Laws), and will not be subject to any preemptive rights or similar rights.

4.7 SEC and State Securities Law Filings.

(i) ISA has filed all forms, reports and documents required to be filed with the SEC and any state securities administrators since formation of ISA. At the time filed, all such filings (A) complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as the case may be, and (B) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated in such filings or necessary in order to make the statements in such filings, in the light of the circumstances under which they were made, not misleading.

(ii) Each of the financial statements (including, in each case, any related notes) contained in ISAs SEC filings complied as to form in all material respects with the applicable rules and regulations with respect thereto, was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes to

such financial statements or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and fairly presented the financial position of ISA as of the dates and the results of its operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are subject to normal and recurring year-end adjustments which were not or are not expected to be material in amount. ISA maintains a standard system of accounting established and administered in accordance with GAAP.

4.8 Undisclosed Liabilities. Except as set forth on ISA's balance sheet dated September 30, 2014, as set forth in ISA's Quarterly Report on Form 10-Q for the period ended September 30, 2014, as filed with the SEC, neither ISA nor TrueVue Subsidiary has any liability or obligation, secured or unsecured, whether accrued, absolute, contingent, unasserted or otherwise, that exceeds an aggregate of \$10,000. Merger Sub does not have any liabilities or obligations. Other than as disclosed ISA Disclosure Letter Since September 30, 2014, ISA has not incurred any liabilities of any nature, whether or not accrued, contingent or otherwise, which could reasonably be expected to have, and there have been no events, changes or effects with respect to ISA having or which reasonably could be expected to have a Material Adverse Effect on ISA. Since September 30, 2014, there has not been (i) any change by ISA in its accounting methods, principles or practices (other than as required after the date hereof by concurrent changes in generally accepted accounting principles), (ii) any revaluation by ISA of any of its assets, including, without limitation, any write-down of the value of any assets or (iii) any other action or event that would have required the consent of any other party hereto pursuant to of this Agreement had such action or event occurred after the date of this Agreement

4.9 Litigation. Except as previously disclosed and as reflected in Exhibit 4.9, there is no action, suit, legal or administrative proceeding or investigation pending or, to ISA's Knowledge, threatened against or involving ISA, TrueVue Subsidiary or Merger Sub (either as a plaintiff or defendant) before any court or governmental agency, authority, body or arbitrator. There is not in existence on the date hereof any order, judgment or decree of any court, tribunal or agency to ISA's Knowledge enjoining or requiring ISA, TrueVue Subsidiary or Merger Sub to take any action of any kind with respect to its business, assets or properties.

4.10 Exemption From Registration. Subject to the accuracy of the representations made by the Duos shareholders in questionnaires delivered by such shareholders to Duos and assuming that the disclosure document given to Duos shareholders in connection with the Merger complies with Rule 502 under the Securities Act, ISA's Stock to be issued to the Duos shareholders will be exempt from registration under the Securities Act and applicable state securities laws.

4.11 Title to Assets.

(a) ISA has a valid leasehold interest in, all real property and personal property and other assets, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice. All such properties and assets (including leasehold interests) are free and clear of Liens except for the following encumbrances:

- (i) those items set forth in Schedule 4.11 of the ISA Disclosure Letter;
- (ii) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves on the ISA's balance sheets;
- (iii) mechanics, carriers,' workmen's, repairmen's or other statutory liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of ISA;
- (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are not, individually or in the aggregate, material to the business of ISA; or
- (v) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of ISA.

4.12 Insurance. Section 4.12 of the ISA Disclosure Letter sets forth a listing of all current ISA insurance policies. To ISA's Knowledge, all current insurance policies are in full force and effect, are in amounts of a nature that are adequate and customary for ISA's business, and to ISA's Knowledge are sufficient for compliance with all legal requirements and agreements to which it is a party or by which it is bound. All premiums due on current policies or renewals have been paid, and there is no material default under any of the policies.

4.13 Tax Matters. Each of ISA and TrueVue Subsidiary has timely filed all federal, state and local tax returns and all tax returns for other governing bodies having jurisdiction to levy taxes upon it which are required to be filed. Each of ISA and TrueVue Subsidiary has paid all taxes, interest, penalties, assessments, and deficiencies which have become due, including without limitation income, franchise, real estate, and sales and withholding taxes. No examinations of the federal, state or local tax returns of ISA or TrueVue Subsidiary are currently in progress nor threatened and no deficiencies have been asserted or, to ISA's Knowledge, assessed against ISA or TrueVue Subsidiary as a result of any audit by the Internal Revenue Service or any state or local taxing authority and no such deficiency has been proposed or threatened.

4.14 Books and Records. The general ledger and books of account of ISA, all minute books of ISA, all federal, state and local income, franchise, property and other tax

returns filed by ISA, all reports and filings with the SEC by ISA, all of which have been made available to Duos, are in all material respects complete and correct and have been maintained in accordance with good business practice and in accordance with all applicable procedures

4.15 Contracts and Commitments. There are no material contracts to which ISA or TrueVue Subsidiary is a party other than those specified in its filings with the SEC. Merger Sub is not a party to any contract.

4.16 Compliance with Laws. Each of ISA, TrueVue Subsidiary and Merger Sub has all requisite licenses, permits and certificates from federal, state and local authorities necessary to conduct its business as currently conducted and own and operate its assets, except where the failure to have such permits would not reasonably be expected to have a Material Adverse Effect. Neither ISA nor TrueVue Subsidiary is in violation of any federal, state or local law, regulation or ordinance (including, without limitation, laws, regulations or ordinances relating to building, zoning, environmental, disposal of hazardous waste, land use or similar matters) relating to its business or its properties.

4.17 Indebtedness to and from Affiliates. As of the Closing Date, ISA is not indebted, directly or to its Knowledge indirectly, to any officer, director or stockholder of ISA in any amount, and no such person is indebted to ISA except for advances made to employees of ISA in the ordinary course of business to meet reimbursable business expenses.

4.18 Banking Facilities. Section 4.18 of the ISA Disclosure Letter sets forth a true, correct, and complete list of: (i) each bank, savings and loan or similar financial institution in which ISA has an account or safety deposit box and the numbers of the accounts or safety deposit boxes maintained by ISA thereat; and (ii) the names of all signatories authorized to draw on each such account or to have access to any such safety deposit box facility.

4.19 Regulatory Approvals. All consents, approvals, authorizations or other requirements prescribed by any law, rule or regulation that must be obtained or satisfied by ISA, and Merger Sub and that are necessary for the execution and delivery by ISA and Merger Sub of this Agreement or any documents to be executed and delivered by ISA and Merger Sub in connection therewith have been obtained and satisfied.

4.20 No Brokers. No broker or finder has acted for ISA or Merger Sub in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of ISA or Merger Sub.

4.21 Disclosure. The information concerning each of ISA, Merger Sub and TrueVue Subsidiary set forth in its reports and filings with the SEC, this Agreement, the exhibits and schedules hereto, and any document, statement or certificate furnished or to be furnished in connection herewith (as applicable) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

4.22 Tax Treatment. None of ISA, Merger Sub or TrueVue Subsidiary has taken or agreed to take action that would prevent the Merger from constituting a reorganization qualifying under the provisions of Section 368 of the Tax Code.

4.23 Investment Company. ISA is not, and is not an Affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.24 Foreign Corrupt Practices Act. In connection with its business, ISA and its Affiliates have complied with the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq. and rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder of federal, state, local, and foreign governments (and all agencies thereof), and no Action, investigation, inquiry charge, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

ARTICLE V
COVENANTS

5.1 COVENANTS OF ISA PRIOR TO EFFECTIVE TIME.

(a) Conduct of Business. Except as contemplated by this Agreement or as otherwise agreed in writing by the Parties, during the period from the date hereof to the Effective Time, ISA will conduct its operations in the ordinary course of business consistent with past practice and, to the extent consistent therewith, with no less diligence and effort than would be applied in the absence of this Agreement, seek to preserve intact its current business organization. Except as otherwise expressly provided in this Agreement or in the ISA Disclosure Letter, prior to the Effective Time, without the prior written consent of Duos, ISA shall not, and shall cause TrueVue Subsidiary, to not do any of the following:

(i) authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any stock of any class or any other securities or equity equivalents (including, without limitation, any stock options or stock appreciation rights);

(ii) except for the contemplated Reverse Stock Split, split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock, make any other actual, constructive or deemed distribution in respect of its capital stock or otherwise make any payments to stockholders in their capacity as such, or redeem or otherwise acquire any of its securities;

(iii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of ISA (other than the Merger);

(iv) (A) incur or assume any long-term or short-term debt or issue any debt securities; (B) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person; (C) make any loans, advances or capital contributions to, or investments in, any other person; (D) pledge or otherwise encumber shares of capital stock of ISA; or (E) mortgage or pledge any of its material assets, or create or suffer to exist any material lien thereupon (other than tax Liens for taxes not yet due);

(v) except as contemplated in this Agreement, acquire, sell, lease or dispose of any assets in any single transaction or series of related transactions (other than in the ordinary course of business);

(vi) except as may be required as a result of a change in law or in generally accepted accounting principles, change any of the accounting principles or practices used by it;

(vii) (A) other than by and through the Merger, acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or any equity interest therein; (B) enter into any contract or agreement other than in the ordinary course of business consistent with past practice;

(C) authorize any new capital expenditure or expenditures which, individually is in excess of \$1,000 or, in the aggregate, are in excess of \$5,000;

(viii) make any tax election or settle or compromise any income tax liability material to ISA;

(ix) settle or compromise any pending or threatened suit, action or claim which (A) relates to the transactions contemplated hereby or (B) the settlement or compromise of which could have a Material Adverse Effect on ISA;

(x) form any subsidiary, enter into any contract, issue any dividends, hire any employees, etc.; or

(xi) take, or agree in writing or otherwise to take, any action which would make any of the representations or warranties of the ISA contained in this Agreement untrue or incorrect.

(b) Access to Information.

(i) Between the date hereof and the Effective Time, ISA will give Duos and its authorized representatives reasonable access to its facilities and to all its books and records of ISA and TrueVue Subsidiary, will permit Duos to make such inspections as Duos may reasonably require and will cause its officers to furnish Duos with such financial and operating data and other information with respect to the business and properties of itself as Duos may from time to time reasonably request.

(ii) Each of the Parties hereto will hold and will cause its consultants and advisers to hold in confidence all documents and information furnished to it in connection with the transactions contemplated by this Agreement.

(c) Releases. ISA agrees to obtain a general release and waiver in a form acceptable to Duos' counsel, from each officer and director of ISA, TrueVue Subsidiary and Merger Sub, releasing each of ISA, TrueVue Subsidiary and Merger Sub from any claims against it arising prior to the Effective Time.

(d) SEC Filings. At all times from and after the date hereto until the Effective Time, ISA covenants and agrees to make all filings it is required to make pursuant to the Exchange Act on a timely basis.

(e) OTCQB Listing. Immediately following the execution of this Agreement, ISA shall take all actions necessary for ISA to join OTC.QB.

(g) Reverse Stock Split. Prior to the Effective Time, ISA shall in accordance with the FBCA, the ISA Certificate and ISA Bylaws, take all actions necessary or desirable to implement (i) a reverse stock split, whereby a pre-determined number of outstanding shares shall be split into one (1) share of ISA Common Stock (the "Reverse Stock Split") and (ii) recapitalization of both ISA's Class A Common Stock and Class B Common Stock into one class of ISA Common Stock in compliance with FBCA, effective prior to the Effective Time. The Parties currently contemplate that the ratio for the Reverse Stock Split shall be approximately two hundred-to-one [200:1]. In compliance with FBCA, no fractional shares will be issued and each ISA shareholder who would otherwise be entitled to fractional shares shall be entitled to receive the next higher whole number of shares of ISA Common Stock. The Parties hereto agree that, after giving effect to (i) the Reverse Stock Split prior to the Effective Time, and (ii) the issuance of ISA Common Stock after the Effective Time pursuant to the exchange described in Section 2.5 (a), there shall be approximately 2,200,000 shares of ISA Common Stock issued and outstanding.

(h) Merger Sub Compliance. ISA shall cause Merger Sub to comply with all of its respective obligations under or relating to this Agreement. Merger Sub shall not engage in any business which is not in connection with the Merger and the transactions contemplated hereby.

5.2 ISA's Board of Directors. Simultaneously with the Closing, ISA shall cause the Director Nominees (as hereinafter defined) to be appointed as members of the boards of directors of ISA and its Subsidiaries by the existing members of the boards of directors of ISA and TrueVue Subsidiary (to the extent that they are not already serving in such capacity). Following the appointment of the Director Nominees, ISA shall cause each current director of ISA, Merger Sub and TrueVue Subsidiary to tender his/her resignation letter, to be effective at the Effective Time.

5.3 COVENANTS OF DUOS

Except as contemplated by this Agreement, including as described in the Duos Disclosure Letter, during the period from the date hereof to the Effective Time, Duos will conduct its operations in the ordinary course of business consistent with past practice and, to the extent consistent therewith, with no less diligence and effort than would be applied in the absence of this Agreement, seek to preserve intact its current business organization, and

keep available the service of its current officers and employees.

5.4 COVENANTS OF BOTH PARTIES

(a) Further Actions. Subject to the terms and conditions herein provided, each of the Parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) cooperating in the preparation of a Form 8-K to be filed with the SEC in connection with this Agreement, (ii) obtaining consents of all third parties and governmental entities necessary, proper or advisable for the consummation of the transactions contemplated by this Agreement; and (iii) the execution of any additional instruments necessary to consummate the transactions contemplated hereby.

(b) Tax Treatment Each Party shall use its commercially reasonable efforts to cause the Merger to qualify either as a transaction described in Section 351 of the Code or as a reorganization within the meaning of Section 351 or Section 368(a) of the Code.

(c) Third Party Consents. As soon as practicable following the date hereof, ISA and Duos will each use its commercially reasonable efforts to obtain any consents, waivers and approvals under any of its or its subsidiaries' respective material agreements, contracts, licenses or leases required to be obtained in connection with the consummation of the Merger and the other transactions contemplated hereby.

(d) Confidentiality. The parties have previously entered into a confidentiality agreement, the terms of which are hereby incorporated herein.

ARTICLE VI

CLOSING CONDITIONS; DELIVERIES

6.1 **DUOS' CLOSING CONDITIONS TO THE MERGER.** The obligation of Duos to effect the Merger shall be subject to the fulfillment at or prior to the Closing of the following conditions, unless waived by Duos:

(a) Each of the representations and warranties of ISA, Merger Sub and TrueVue Subsidiary contained in this Agreement shall be true and correct as of the Effective Time, and at the Closing each of ISA and Merger Sub shall have delivered to Duos a certificate to that effect;

(b) Any governmental or third party approvals required to effect the Merger shall have been obtained;

(c) Each of ISA and Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time and at the Closing ISA shall have delivered to Duos a certificate to that effect;

(d) From the date of this Agreement through the Effective Time, there shall not have occurred any change, circumstance or event concerning ISA or Merger Sub that has had or could be reasonably likely to have a Material Adverse Effect;

(e) ISA shall have delivered to Duos all documents requested by Duos to conduct due diligence of ISA and such documents and the results of its diligence of ISA shall have been approved by Duos in its sole discretion.

(f) The nominees of Duos shall have been appointed as members of the board of directors and as officers of ISA and TrueVue Subsidiary to be effective after the Effective Time ("Director Nominees");

(g) Letters of resignation from ISA's and TrueVue Subsidiary's current officers and directors, to be effective to be effective after the Effective Time and after the Director Nominees' appointments shall have become effective; and

(i) ISA shall have adopted [at Closing] [on or prior to the Effective Time] a resolution adopting amended restated Articles of Incorporation and Bylaws for Duos.

6.2 **ISA's and MERGER SUB'S CLOSING CONDITIONS TO THE MERGER.**

The obligations of ISA and Merger Sub to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions, unless waived by ISA:

(a) Each of the representations and warranties of Duos contained in this Agreement shall be true and correct as of the date of the Effective Time, and at the Closing Duos shall have delivered to ISA a certificate to that effect;

(b) Duos shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time and to the extent applicable at the Closing Duos shall have delivered to ISA a certificate to that effect; and

(c) From the date of this Agreement through the Effective Time, there shall not have occurred any change, circumstance, or event concerning Duos that has had or could be reasonably likely to have a Material Adverse Effect.

(d) The holders of no more than 5% of the outstanding Duos voting capital stock shall have delivered to Duos a written notice pursuant to Chapter 607, Florida Statutes, the Florida Business Corporation Act exercising appraisal rights.

(e) ISA shall confirm that no more than a maximum of thirty five (35) non-accredited stockholders (as defined in Rule 501 of Regulation D under the Securities Act) of Duos, who

are U.S. Persons (as defined in Rule 402 under Regulation S under the Securities Act) will be receiving shares of ISA Common Stock in the Merger.

(7)

**ARTICLE VII
TERMINATION**

7.1 This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger:

(a) by mutual written consent of ISA and Duos;

(b) by either ISA or Duos if any governmental entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Merger and such order, decree, ruling or other action shall have become final and nonappealable;

(c) by either ISA or Duos, so long as such Party is not in breach hereunder, if the Merger shall not have been consummated on or before March 15, 2015 (other than as a result of the failure of the Party seeking to terminate this Agreement to perform its obligations under this Agreement required to be performed at, or prior to, the Effective Time, in which event such Party may not terminate this Agreement pursuant to this provision for a period of ten days following such party's cure of such failure);

(d) by either ISA or Duos, if there has been a material breach of this Agreement on the part of the other of its obligations hereunder or if any of its representations or warranties contained herein shall be materially inaccurate and such breach or inaccuracy is not curable or, if curable, is not cured within ten (10) days after written notice of such breach is given by ISA to Duos, as the case may be, to the other party.

7.2 In the event of termination of this Agreement by either Duos or ISA provided in this Article VII, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of ISA or Duos. Nothing contained in this section 7.2 shall relieve any Party for any breach of the representations, warranties, covenants or agreements set forth in this Agreement.

ARTICLE VIII
MISCELLANEOUS

8.1 Survival. Only those covenants that by their terms survive the Effective Time shall survive the Effective Time. This Section 8.1 shall survive the Effective Time.

8.2 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

8.3 Notices. All notices required or permitted under this Agreement will be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email (and shall be deemed delivered when leaving the network of the sending party provided that no out of office or other delivery failure message is received). Notices shall be sent to the Party to receive notice at the following addresses or at such other address as any Party may, by notice, direct:

To ISA or Merger Sub, before the Closing:
Information Systems Associates, Inc. 7401
Wiles Rd, Suite 232,
Coral Springs, Florida, 33067 Attention:
Adrian Goldfarb, Chief Financial Officer
E-mail address: agoldfarb@truevue360.

With a copy (which shall not constitute notice)
to:
Nason Yeager Gerson While & Lioce 1645
Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401 Attention:
Michael Harris
E-mail: mharris@nasonyeager.com

To Duos:
Duos Technologies, Inc. 6622 Southpoint
Drive South Jacksonville, Florida 32216
Attention: Gianni Arcaini, Chief Executive
Officer,
E-mail: gba@duostech.com

With a copy (which will not constitute
notice) to:
Pearl Cohen Zedek Latzer Baratz 1500
Broadway, Floor 12
New York, NY 10036
Attention: David Aboudi
Email: DAboudi@PearlCohen.com

8.4 Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising from this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the waiving Party, (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such

notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

8.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties, which may be granted or withheld at the sole discretion of such other Parties. Any unauthorized assignment is void.

8.6 Severability. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

8.7 Expenses. Each Party will pay all fees and expenses (including, without limitation, legal and accounting fees and expenses) incurred by such Party in connection with the transactions contemplated by this Agreement.

8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws.

8.9 Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will be one and the same document. Facsimiles and electronic copies in portable document format ("**PDF**") containing original signatures shall be deemed for all purposes to be originally signed copies of the documents that are the subject of such facsimiles or PDF versions.

8.10 Entire Agreement. This Agreement, the schedules and exhibits hereto, and the agreements and instruments to be delivered by the Parties on Closing represent the entire understanding and agreement between the Parties and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings.

8.11 Amendment. This Agreement may not be amended by the Parties hereto except by execution of an instrument in writing signed on behalf of each of ISA, Merger Sub and Duos.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the date first written above.

Information Systems Associates, Inc

-
By: /s/ Joseph P. Coschera
Joseph P. Coschera
Chief Executive Officer

By: /s/ Adrian G. Goldfarb
Adrian G. Goldfarb
Chief Financial Officer

Duos Technologies, Inc

-
By: /s/ Gianni B. Arcaini
Gianni B. Arcaini
Chief Executive Officer

ISA executes merger agreement with Duos Technologies

Closing anticipated by end of Q1

Information Systems Associates (OTC: IOSA) has executed a definitive merger agreement with Duos Technologies of Jacksonville Florida pursuant to which, subject to the satisfaction or waiver of the conditions specified in the agreement, Duos and a newly created subsidiary of ISA will merge in a statutory reverse triangular merger with Duos surviving the Merger as a wholly owned subsidiary of ISA. The closing of the merger agreement is subject to certain conditions.

The merged entity will focus on the intelligent technologies, IT and Cloud services markets. The companies are presenting at The Brewer Group "Innovations" conference today and will share key components of their plans at the conference.

The combined Company anticipates executing on its strategy involving significant growth in revenue and long-term profitability. This strategy includes continued R&D investment, new initiatives in sales and marketing, as well as strategic acquisitions.

Adrian Goldfarb, ISA's President and CFO said, "I am delighted that we have executed the merger agreement. This allows us to focus on closing the merger and executing the business plan that we have been working on collaboratively with Duos." Mr. Goldfarb will continue as Chief Financial Officer of the merged entity.

Gianni Arcaini, current CEO of Duos, will become the CEO and Chairman of the merged entity taking over from Joe Coschera, ISA's current CEO who will remain with the company in charge of ISA's existing professional services business. "This important milestone sets the stage for our multi-step growth strategy. The complexity and rapid growth of the technology sector present great opportunities to investors and requires a strong team that knows how to keep a step ahead of its competition. We are delighted to welcome Joe Coschera and Adrian Goldfarb to our expanding management team." Mr. Arcaini stated.

About ISA

Information Systems Associates, Inc. (OTC: IOSA) now based in Coral Springs, FL, is an established IT, professional services and consulting company engaged through partners to provide services for information technology projects. Established in 1994, it prides itself on a reputation of expert independent advice and project execution.

About DUOS

Duos is an established cutting-edge technology company with a strong portfolio of intellectual property. Duos' core competencies include advanced intelligent technologies that are delivered through its proprietary integrated enterprise command and control platform. Duos currently offers solutions to the government, healthcare, transportation, utilities and commercial/industrial sectors.

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Hayden IR

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hart@haydenir.com

Source: Information Systems Associates

Forward Looking Statements

This press release contains forward-looking statements including statements regarding the

closing of the merger and the future revenues, profits and growth following the merger closing. The words "believe", "may", "estimate", "continue", "anticipate", "intend", "should", "plan", "could", "target", "potential", "is likely", "will", "expect", and similar expressions, as they relate to us, are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Important factors that could cause actual results to differ from those in the forward-looking statements include contractual issues that prevent the closing of the merger, issues arising during due diligence, and issues relating to the integration of the companies, the failure of the parties to satisfy the closing conditions in the merger agreement, disruptions to the businesses of ISA and Duos as a result of the announcement and pendency of the merger, the risk that the businesses of ISA and Duos may not be combined successfully or that such combination may take longer or be more difficult, time-consuming or costly to accomplish than expected or lack of liquidity to fund ISA's and Duos' business plans. Further information on our risk factors is contained in our filings with the Securities and Exchange Commission, including the Form 10-K for the year ended December 31, 2013. Any forward-looking statement made by us herein speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

CONFIDENTIAL
Company Presentation



Safe Harbor Statement

Some of the information shares here constitutes forward-looking statements that are based on assumptions and involves certain risks and uncertainties. These include the following, without limitation, assumptions, risks and uncertainties associated with the successful closing of the planned merger between ISA and Duos within the contemplated timeframes or at all, the successful closing of the Uni-Data Communications (“UDC”) acquisition by Duos, the combined entity’s (assuming the closing of the merger and the UDD acquisition) ability to successfully integrate the respective businesses and to realize the associated product and operational synergies and cost consolidation, the successful closing of the planned capital raise on acceptable terms and in amounts needed in in order to fund the acquisition of UDC and the business plan of the combined entity going forward as discussed in the presentation, the assumption underlying the planned capital raise and the planned use of proceeds thereof, the risks and uncertainties associated with future performance of the combined entity, future levels of research and development spending, the ability of the combined entity to retain the services of the designated officers, the assumptions underlying the identified addressable markets that we intend to pursue, the ability to integrate the operations of the merged entity and UDC and to realize the expected benefits of the merger and the acquisition, customer acceptance of the new planned product offerings, the ability to utilize and protect Duos’ platforms for the product offering, costs incurred for potential acquisitions and similar transactions, the effect of changing economic and competitive conditions, including any possible instability in capital markets which could adversely impact the availability of short-term or long-term financing.



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About ISA

- ISA is a Revenue Producing (<\$1M) Micro-Cap Information Technology Consulting Company
- OTCMKTS: IOSA Fully Reporting
- Executing on our Merger and Acquisition Strategy to Build Shareholder Value
- First Merger with Duos Technologies of Jacksonville, FL (4%/96%) – Final Agreement executed on 2/6/2015 – Closing expected in Q1
- **duostech** develops and markets intelligent technology solutions to a broad range of markets with focus on security and transportation industries



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About **duostech**

Mission

Design, implement and support proprietary intelligent technology applications and turnkey engineered systems.

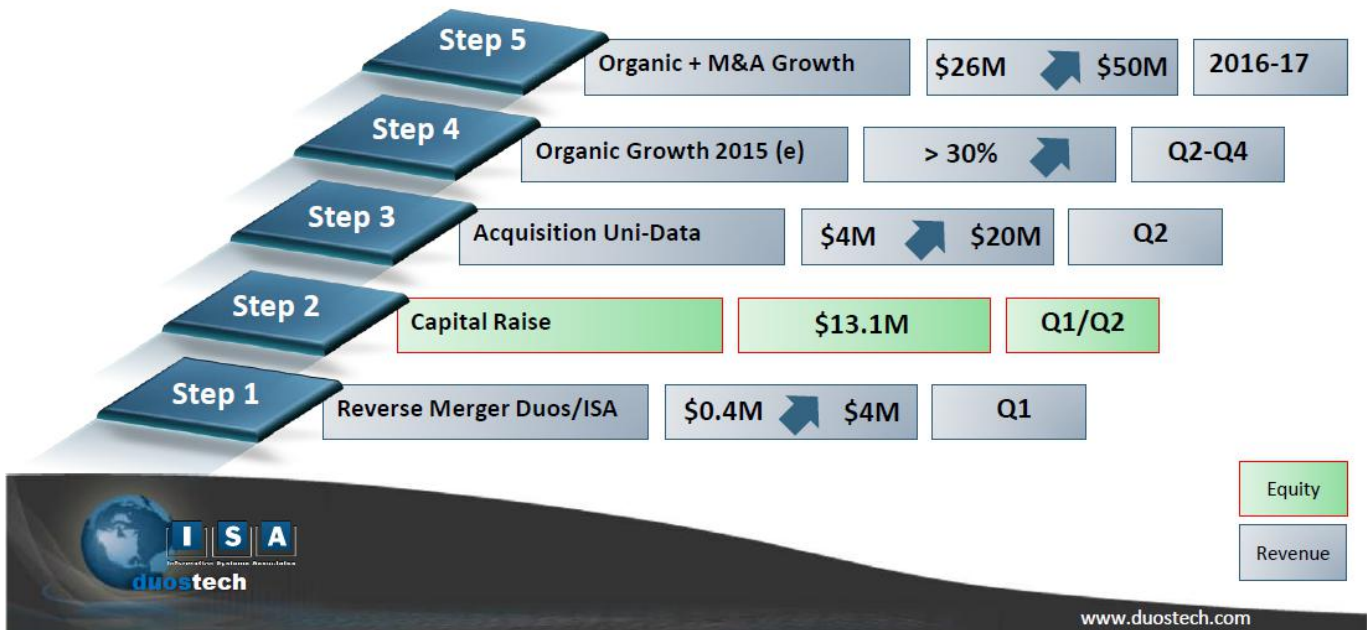
- Initially focused on security solutions for the homeland security and critical infrastructure protection markets
- Technologies adapted to a highly diversified suite of applications
- Significant proprietary IP library (17 patents) built upon 2 core technology platforms
 - **praesidium™**
 - **centraco™**
- Revenue derived from a combination of licensed turnkey projects and post-sales technical support contracts
 - **\$4M Revenue in 2014**
 - **47% Gross margin**
- **Future Growth Strategy:**
 - **Merge with Public Company (IOSA)**
 - **Acquire significant IT Company**
 - **Grow profitable revenues from sales & marketing investment based on current R&D initiatives and further M&A**

**Current opportunity pipeline
approximately \$120 million.**



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Target Growth Strategy and Timeline



Acquisition of Uni-Data

- 25 year old New York-based business with \$20M+ annual revenues
- Executed Stock Purchase Agreement (SPA) by Duos to acquire Uni-Data & Communications, Inc. (“UDC”)

IT SERVICES	CLOUD SERVICES & SaaS
<ul style="list-style-type: none"> • Fortune 100 client base • IT services and projects for data centers and trading floors • Estimated \$19.4MM Revenue (FY14) at 17% GP • Full service, nationwide footprint with over FTE IT technologists and vetted network of IT partners • Opportunities to improve gross margins to >20% by 2017 	<ul style="list-style-type: none"> • Extension of IT managed services • Over 70 applications offered on the Skyline platform • Top commercial host of Intuit products • Revenue growth from 0 to \$2.67M with minimal working capital – CAGR >65% <ul style="list-style-type: none"> • <i>(industry growth = 35% CAGR)</i> • Diverse customer base consisting of franchise groups, accounting professionals and SMB • Finalizing deployment of proprietary service delivery engine utilizing centraco technology




Strategic Synergies of Uni-Data Acquisition

- Uni-Data's annual revenue of **\$20M+ Revenue (est.)** brings a **consistent contracted revenue stream from Fortune 100 customers**, .
- Duos' broad range of intelligent proprietary technologies present a compelling diversified growth story.
- Expand relationships with respective Fortune 100/500 and SMB customer base through cross selling of integrated technologies.
- Duos' recently launched enterprise-level command and control platform over the cloud, branded "Connected Intelligence" will allow end-users to combine data streams from any format, location and source into a unified fusion platform.
- The combination of this model with Uni-Data's cloud and SaaS expertise is designed to allow Duos to overcome potential cloud connectivity vulnerabilities and offer its expanding services under a new brand "**Cloud Enabled Connected Intelligence**".
- Industry is trending towards the virtualization of server installations and is undergoing a paradigm shift favoring delivery of software under a SaaS model over ownership and perpetual licensing of complex software.
- Industry is trending towards the virtualization of server installations and is undergoing a paradigm shift favoring delivery of software under a SaaS model over ownership and perpetual licensing of complex software.
- **Based on Uni-Data's established cloud and SaaS distribution model and ownership of its NOC infrastructure, Duos' smart technologies can be offered as a SaaS application and position the Company well ahead of its competition.**



Post-Acquisition Business Units (Divisions)

Divisions	Intelligent Technologies	Cloud Services & SaaS	IT Infrastructure Services
	<p>Intelligent Analytics Suite</p> <p>praesidium Rail Applications Rail Inspection Portal Illegal Train Rider Detection Pantograph Inspection Vehicle Undercarriage Examiner Virtual Security Corridor Smart Tunnel Security Smart Bridge Security Smart Yards * Transit Platform Security *</p> <p>Industrial/Commercial Apps. Video Analytics Security Apps. Smart Facility Security * Smart Logistics Security * Chemical Facility Anti-Terror Security (CFATS)</p>	<p>Cloud Services (CS)</p> <p>QuickBooks Over 70 Software Applications CloudPaging</p> <p>Software as a Service Network Operations Centers Help Desk</p> <p>Newly Developed IP</p>	<p>IT Services (IIS) Infrastructure and Networks</p> <p>IT Outsourcing Staff Augmentation Desktop Relocations Enterprise IT Infrastructure IT Policies & Procedures Managed Services Network/Cyber Security * IT Data Center Auditing (IOSA)</p>
* Under Development	<p>centraco EIM PSIM Unified Command & Control</p> 	<p>Distributed in the Future as a SaaS model</p>	





praesidium™ Proprietary Software Suite

- Modular Intelligent Video Analytics
- Automated Distributive Alarm Management
- Differential Layer Analysis
- Remote Access, Administration & Monitoring
- Friend or Foe Detection
- Low False Alarm Rate
- Compliments Existing Security Systems
- Cost Efficient
- Rapid ROI to End Users

Proprietary Intelligent Technologies

Embedded Proprietary Features	Embedded 3d-Party Features
<ul style="list-style-type: none"> • Automated Detections <ul style="list-style-type: none"> • Perimeter & Directional Intrusion • Wrong Way • Loitering & Congestion • Stopped Objects • Tailgating • Object Counting • PTZ Go To Object Tracking • Slip and Fall • Object Impact Analysis • Illegal Riders (Freight Rail) • Friend or Foe • Foreign Objects (Rail Undercarriage) • Automated Inspections <ul style="list-style-type: none"> • Pantograph (Wear and Tear) • Open/Missing Tank Car Hatches • Open Rail Container Doors • Gondola Rail Car Loads • Linear Panorama (Train Stitching) 	<ul style="list-style-type: none"> • OCR • RFID • Facial Recognition • LPR • Radar • CBRNE • Bi-Directional Audio • Visitor Management • Incident Management



duostech - Intelligent Technologies Division

Proprietary Engineered Solutions

praesidium™ Analytics Platform

- Tunnel and Bridge Security
- Virtual Security Shield
- Marine Channel Vessel Detection
- Modular Rail Inspection Portal
 - Image Stitching into Linear Panorama
 - Automated Open Hatch Detection
 - Automated Open Door Detection
 - Automated Car Count
 - Automated Under Vehicle Inspection
 - Automated Illegal Train Rider Detection
 - Pantograph Inspection System

New Technologies Under Development

- P2** New Generation praesidium Platform (Final Phase)
- vue** Vehicle Undercarriage Examiner (Final Phase)
Automated Under Vehicle Mechanical Inspection (Engineered Solution)
- vueHS** High Speed Vehicle Undercarriage Examiner (Phase 2 of 3)
- fob** Enhanced Automated Foreign Object Detection (Final Phase)
- apis** Automated Pantograph Inspection System
- trap** Transit Rail Platform Security (Pilot Pending Award)
- pip** Intelligent Pedestrian Identification Portal
US Border Security Initiative for Pedestrian Crossings
- tip** Truck Inspection Portal [c*]
- vip** Intelligent Vehicle Inspection Portal
US Border Security Initiative for vehicular Crossings



[c*] - Concept Stage



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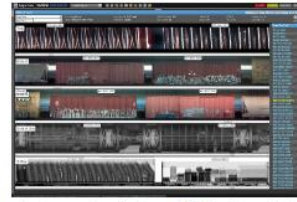
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Intelligent Technologies – Proprietary Engineered Solutions

Intelligent Rail Inspection Portal - rip™ (Flagship Proprietary Technology)

- **Four-sided (360°) Visual Inspection**
- **High Resolution Stitched Images Creating Linear Panorama of Entire Train**
- **Vehicle Undercarriage Examiner**
- **Automated Detection**
 - Open/Missing Hatches
 - Open Doors
 - Illegal Riders
 - Undercarriage Anomalies (Targeting Security and Mechanical Vulnerabilities)
- **Remote Management and Viewing**
- **Development Status:**
 - Security Version Completed and Deployed
 - Mechanical Version Phase 2 of 3 completed
 - High Speed Versions Phase 2 of 3 Completed

Linear Panorama
Stitches and Synchronizes
360° Vertical View of Each
Rail Car



Automated Open/Missing Hatch Detection
Identifies Rail Hopper Cars Missing Top Hatches
Identifies Location Within Train Consist
Automatically Sends Alarm to CBP

Automated Open Door Detection
Identifies Open Doors
Identifies Location Within Train Consist
Automatically Sends Alarm to CBP

Automated Illegal Rider Detection
Captures, Inspects and Processes Real Time Images
Detects Hiding Individuals
Identifies Location Within Train Consist
Automatically Transmits Alarms



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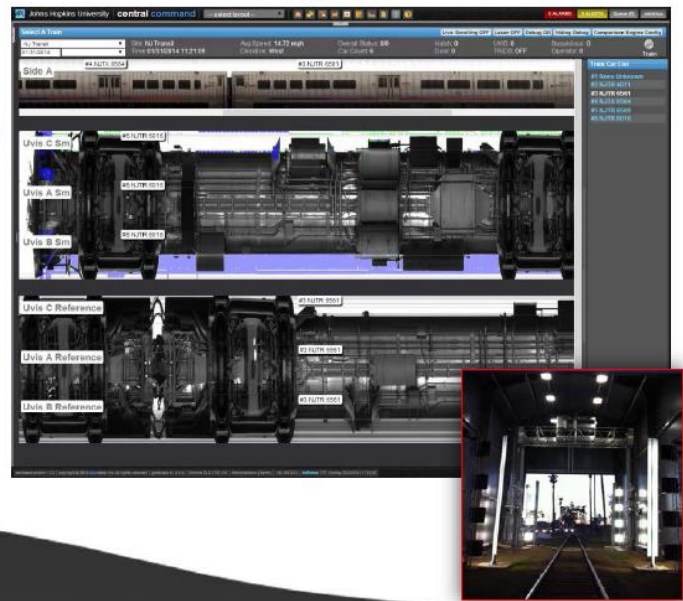
Intelligent Technologies – Proprietary Engineered Solutions

Intelligent Rail Inspection Portal - **rip™** *cont'd*

Automated Vehicle Undercarriage Examiner (**vue™**)

- Captures High Resolution Images at Train Speeds of up to 45 mph
- High Speed Version (up to 70 mph) is Under Development
(Phase 2 of 3 Completed)
- Presents Stitched Images to Operator For Remote Visual Inspection
- Enhanced Automated Foreign Object Detection (FOB) Targeting Security Vulnerabilities *(Commercially Deployed)*
- Enhanced FOB for Mechanical Vulnerabilities Under Development
(Phase 2 of 3 Completed)
- Remote Management and Viewing
- Centralized National Data Repository via Cloud
- All Images Are Compared To Prior **rip™** inspections
- Changes are Instantly Reported to Stakeholders
- System will Enable Individual Car Tracking Throughout Rail System
- Replaces Mandatory Inspection Currently Conducted Manually
Significantly Improving Accuracy and Throughput
- Substantial Direct Impact to Rail Operator's Bottom Line

Revolutionizing Current Practices



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Intelligent Technologies- centraco (EIM/PSIM)

Enterprise Information Management (EIM) Physical Security Information Management (PSIM)

- Modular Common Operating Framework for Multi-Layered Security Systems - Unified User Interface
- Integration of Unlimited Number of Controls
- Integrated Alarm Management
- Automated Continuous Systems and Device Diagnostics
- LDAP/Active Directory
- Very User Friendly
- New Systems Set-Up in a Fraction of Time
- Competing Products Need
- All Duos Proprietary Technologies Embedded Natively
- Agnostic to 3d-party hardware and applications
- Additional services and/or products developed or acquired through mergers will be bolted on (each new technology will represent a new module) with minimal effort to become "market ready".



➤ **PSIM Market Experiencing Rapid Growth**
➤ Global PSIM Market to Rise From \$250 M in 2014 to \$2.8 B. by 2021



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Addressable Markets – Intelligent Technologies (Domestic)

2014

Command and Control Platform (PSIM)
centraco™

\$250M

2013-2018 CAGR – 42.15%

Video Analytics/Digital Video Surveillance (**praesidium™**)

\$13.5B

2012-2020 CAGR – 13.8%

Rail Inspection
rip™ & vue™

\$2.5B

New Product CAGR Not Quantified

METRICS	Total Addressable Market (TAM)	Served Addressable Market (SAM)
Number of Inspection Checkpoints	5,000	3,000
vue ASP	\$ 350,000	\$ 350,000
rip Estimated Product Costs *	\$ 290,000	\$ 290,000
La bor		
rip ASP	\$ 750,000	\$ 750,000
Product ASP Mix vue	60%	60%
Product ASP Mix rip	40%	40%
Average Selling Price Per Checkpoint	\$ 510,000	\$ 510,000
Total	\$ 2,550,000,000	\$ 1,590,000,000

Addressable Market Intelligent Technologies

\$16.3B



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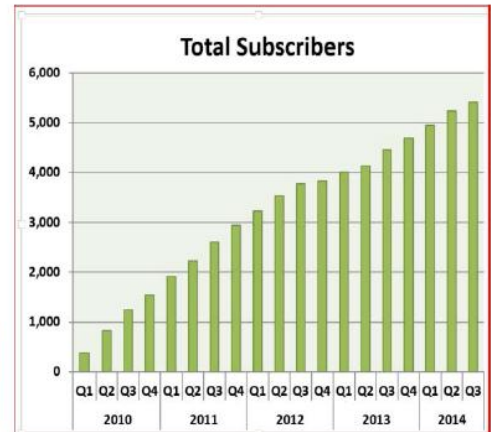
Cloud Services & SaaS

- **Subscription-based business model**, catering to the Small and Mid-size Business (SMB) market segment under the brand name "SKYLINE Cloud Services by Uni-Data".
- **Strategic relationship with Intuit since 2008**
 - Intuit's leading Franchise Solution Program provider for the Software as a Service (SaaS) delivery platform.
 - Very successful joint marketing with Subway, Sunoco, Mr. Electric, Mr. Rooter, Mr. Appliance, Dairy Queen, and Two Men and a Truck under contract
- **CS ecosystem has evolved to over seventy (70) third-party software programs.**
- **Unique Digital Rights Management (DRM) technology** called "Cloudpaging"



Cloud Services & SaaS cont'd

- Several physical locations centrally managed from the company's own network operations center (NOC)
- Disaster recovery and business continuity at Uni-Data's co-location facility located on Long Island, NY.
- Planning to build third data management node which will go live in 2015.
- NOC architecture conforms to blue-chip corporate standards, including redundancies and SSAE16 data center compliance.
- NOC is staffed 24/7/365 by centralized levels 1 and 2 support personnel, level 3 engineers, and supervisory personnel
- Business is highly scalable, especially once new technology products are integrated through the merger with Duos (as described in more detail below).
- **centraco™ will be distributed as the "aggregator" of its proprietary and 3rd party applications.**
- **New centraco™ modules adding significant IP to this cloud division ***



* Under development



IT Infrastructure Services

- **Blue Chip Customers**

- Alliance Bernstein
- Bloomberg LP
- Citigroup
- Goldman Sachs
- JP Morgan Chase
- Morgan Stanley
- Prudential

- Leading provider of IIS support to the financial services industry

- National footprint

- Broad range of expertise

- Software Imaging
- Print Management
- Installation of Trading Floors and mission critical systems.



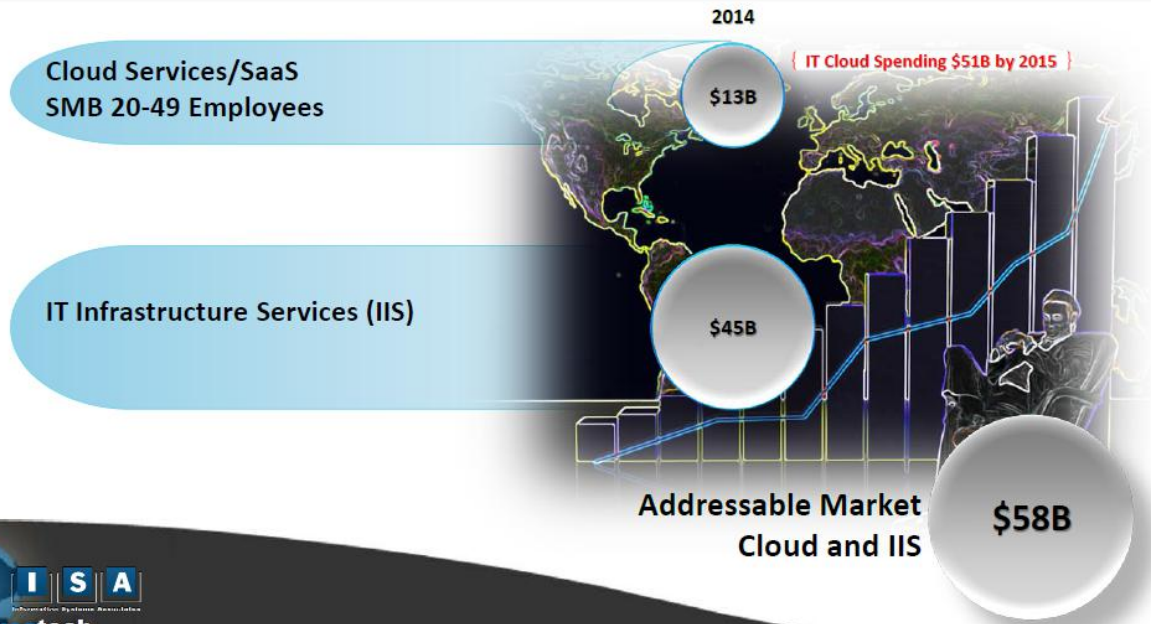
- server and desktop virtualization
- desktop maintenance
- data center support

**Data Center Auditing
Services from ISA's current
business**



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Addressable Markets – Cloud and IT Services (Domestic)



Capital Raise

DUOS is currently in discussions with an investment bank to raise a total of \$13.10 million:

- \$7.35 million will be utilized to acquire UDC and retain key management.
- \$4.31 million will be allocated to Working Capital.
- Transaction costs are estimated to be \$1.44 million.

<i>Acquisition UniData</i>	<i>Amount</i>
UniData	\$6.75
Staff Retainage	\$0.60
Total Acquisition Cost	\$7.35
<i>Working Capital</i>	
UniData	\$2.50
Intelligent Technologies Div.	\$1.00
General Working Capital Funds	\$0.81
Total Working Capital	\$4.31
<i>Transaction Cost</i>	
Public Co (reverse merger) [e]	\$0.00
Legal and Accounting	\$0.26
Placement Agent (cash component)	\$1.18
Total Transaction Cost	\$1.44
Total Capital Requirement	\$13.10



Key Management Team (Corporate incl. Uni-Data Acquisition)

Gianni Arcaini

CEO and Chairman Duos Technologies (Founder of Duos Technologies)
Designated Corporate CEO and Chairman of Merged Entities

Prior to immigrating to the United States in 1984, Mr. Arcaini spent over 10 years in various executive capacities with Robex International, a joint venture of three multinational Dutch public corporations (Royal Volker Stevin N.V., Royal Bijenkorf N.V., and the Westland Utrecht Bank N.V.), ultimately acquiring the company in a management buyout. Subsequently, he expanded its operations to 10 countries, including the United States. In 1984, he sold the company's European operations to a strategic buyer and immigrated with his family to the United States. Mr. Arcaini subsequently founded and later sold Strategic Planning Group, Inc., an economic and strategic planning, research, and international permitting firm.

In 1990, Mr. Arcaini, together with a group of European investors (primarily from The Netherlands), founded Environmental Capital Holdings, Inc. (ECH) a company engaged in the technology transfer from Europe to the US. Shortly thereafter, ECH acquired a Dutch engineering company (Duos Engineering B.V.) and subsequently formed Duos Engineering (USA), Inc. (now Duos Technologies, Inc.) as a fully owned subsidiary of ECH. In 2002, Duos Technologies spun off from ECH and under the leadership of Mr. Arcaini expanded into a broad based technology company with special focus on homeland security. Aside from his role as Chief Executive Officer, Mr. Arcaini has been the chief architect of the company's substantial technology developments, and is the primary or co-inventor of most technologies included in Duos' extensive IP library. He is signatory to 14 patents or patent pending applications.

Mr. Arcaini completed his early education at a Jesuit Boarding school in Austria and Germany, and graduated from the business school in Frankfurt, Germany. He is fluent in German, Dutch, Italian, Spanish and English.

Joseph R. Cooney

President Uni-Data
Designated Corporate President and COO of Merged Entities

With over 28 years' experience, Joe Cooney currently serves as President of Uni-Data and will be NEWCO's corporate President and COO of the combined entities. At Uni-Data he has been responsible for growing multiple lines of business spanning enterprise IT infrastructure support, private cloud services, and network operations and monitoring services. An electrical engineer by training, his career is defined by the successful delivery of system integration and consulting projects across a wide swath of mission-critical IT and telecommunications enterprises. For over a decade, Mr. Cooney led noteworthy public sector engagements at top-tier public safety agencies. More recently, he has helped to transform IT infrastructure operations at several Fortune 100 enterprises. He currently leads Uni-Data's SKYLINE cloud services team, which has grown rapidly to meet SMB demand that has resulted from desktop applications being driven to the cloud. Mr. Cooney earned an M.S. in Telecommunications and Computing Management from NYU Polytechnic, and a B.E. in Electrical Engineering from Stevens Institute of Technology.



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Key Management Team *cont'd*

Adrian G. Goldfarb

CFO IOSA

Designated Corporate CFO of Merged Entities

Mr. Goldfarb is a 30-year industry veteran including more than 20 years in information technology. He began his career with IBM as a financial specialist in an enterprise systems group focused on the IT solutions in the oil industry. Over a more than 33-year career span he has worked in marketing, operations and finance with both large and small organizations including 10 years with a subsidiary of Fujitsu both at headquarters and European operations. For most of the past 20 years he has specialized in new venture and early stage organizations. From 1998 until 2002 Mr. Goldfarb was Managing Director of WSI Europe, a division of the Weather Channel turning long time loss making divisions to profitability. From June 2002 to December 2007, Mr. Goldfarb served on the Board of Directors of MOWIS GmbH, an Austrian-based Weather Technology Media company. He also served as their interim Chief Financial Officer and led the management team in securing seed capital to fund growth. MOWIS was acquired as a strategic new media portal in 2007 by one of Europe's largest media groups. From February 2008 through October 2012 Mr. Goldfarb served as Chief Financial Officer of Ecosphere Technologies, Inc. where he was instrumental in guiding the Company through its growth from \$0.3 million in annual revenues in 2008 to more than \$21 million in annual revenues in 2011. Currently, Mr. Goldfarb serves as President and Chief Financial Officer of ISA. Mr. Goldfarb became a director ISA in April 2010 and in 2012 was appointed as an executive officer charged with rebuilding the company. Mr. Goldfarb also currently serves as a director of Gelstat Corporation, a small public company engaged in the development, manufacturing and marketing of homeopathic and natural supplements. Mr. Goldfarb has a degree in Finance from Rutgers University in Newark, NJ.

David C. Schiller, CPA

CFO Duos Technologies

Designated Corporate CSO of Merged Entities

David Schiller has over 15 years of senior level accounting and broad based financial expertise. Mr. Schiller is a new addition to the Duos team and is currently focusing on the acquisition of Uni-Data and working on the integration and strategy of the combined entity. Prior to Duos, Mr. Schiller acted as an advisor to perform due diligence on acquisitions, investigate structural problems, evolve business strategies, consult on operating efficiencies, and has been engaged as interim CFO of both public and private companies.

During the earlier part of his career, Mr. Schiller worked as a senior forensic accountant, earning broad expertise in financial accounting analysis, forecasting, strategic planning, and due diligence. Subsequently, Mr. Schiller worked at a large technology focused hedge fund, as a senior forensic investment analyst. There, David was in charge of due diligence, modeling, and analyzing the financial and accounting strategies for all publicly traded portfolio companies, and potential investments. Subsequently, Mr. Schiller was employed as a Senior Software as a Service (SaaS) analyst and portfolio manager of JP Morgan's Proprietary Technology Fund, where he had sole discretion in allocating capital to investments. Mr. Schiller was also employed as a Senior Technology Strategy Analyst at AM Investment Partners, and served as VP of Investments at Citibank's Proprietary Strategy's Group. Mr. Schiller graduated from Hofstra University with a B.B.A. in Accounting in 1999 and was admitted to the NYSCPA in September of 2002.



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Key Management Team *cont'd*

David Ponevac

CTO Duos Technologies

Designated Corporate CTO of NEWCO

With over 14 years of software engineering experience, David Ponevac has concentrated on web and mobile environments, where he has leveraged his considerable expertise in Objective-C, Java, C#, PHP and many other scripting languages. Mr. Ponevac began his tenure at Duos Technologies as the Director of Front-end Application Development, where his successes led to being appointed Chief Architect of centraco, the company's flagship customer facing software suite. David is a visionary with an eye for usability and interface design which he applies to all of Duos' software applications. Previously, he held the position of CTO at Luceon, LLC, which he cofounded, and led the acquisition of notable clients such as the NYC Department of Transportation, the German Department of Defense (Bundeswehr), the Slovak Ministry of Education, and numerous Fortune 500 companies such as FedEx, Time Warner, and Vanity Fair. David holds a B.S. in Electrical Engineering and an M.S. in Computer Science from the University of Texas.



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