

**MASTER AGREEMENT COVERSHEET (rev 05-09)**

MASTER AGREEMENT NUMBER <b>MA-201302</b>
FEDERAL EMPLOYER ID NUMBER <b>91-1681588</b>

- In this agreement (the "Master Agreement"), the term "Contractor" refers to ImageSource, Inc. and the term "AOC" refers to the *Judicial Council of California, Administrative Office of the Courts*.
- The prices in Exhibit C of this Master Agreement will be held for three years, commencing on September 10, 2013 (the "Effective Date"). Thereafter, prices in Exhibit C shall not be increased by more than the San Francisco Consumer Price Index for the applicable periods.
- The title of this Agreement is: *Master Agreement for Document Management System Software and Support*. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of document management system software and support to the 58 Superior Courts of California, the California Courts of Appeal, including the Supreme Court of California, the Habeas Corpus Resource Center and the AOC (all "Judicial Branch Entities" or "JBEs").  
  
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Master Agreement.
- This Master Agreement does not of itself encumber funds and neither the AOC nor JBEs are obligated to encumber funds as a result of this Master Agreement. This Master Agreement does not obligate the AOC or JBEs to issue orders under this Master Agreement or guarantee that the Contractor will receive a specific volume of business from the JBEs.
- The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following end-user license agreement, exhibits and any attachments, collectively referred to as "Contract Documents") contains the parties' entire understanding related to the subject matter hereof. Any amendments, starting with the most recent shall take precedence over the existing Contract Documents.

- End-User Software License Agreement**
- Exhibit A – ImageSource Software Products**
- Exhibit B – JBCL Appendix**
- Exhibit C – Pricing**

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Judicial Council of California, Administrative Office of the Courts</b>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>ImageSource, Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Grant Walker Senior Manager, Business Services</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Victor Zvirzdys</b>
ADDRESS <b>Attention: Grant Walker 455 Golden Gate Avenue San Francisco, CA 94102</b>	ADDRESS <b>612 5th Ave SW Olympia, WA 98501</b>

## End-User Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between the entity specified on the Order Document ("Licensee") and ImageSource, Inc., with its principal place of business at 612 5th Ave. SW, Olympia, Washington 98501 ("ImageSource"). This Agreement governs the use of any Software and the provision or use of any Software Maintenance (defined below) identified in the Order Document (defined below) and is effective upon the first date of installation or use of the Software ("Effective Date").

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, LICENSEE IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN LICENSEE MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF LICENSEE IS ACTING ON BEHALF OF AN ENTITY, LICENSEE HEREBY REPRESENTS THAT LICENSEE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. THE TERMS AND CONDITIONS OF THIS NEGOTIATED AGREEMENT SUPERSEDE THE CLICK-THROUGH EULA FOR THE CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS, AND THE TRIAL AND APPELLATE COURTS OF THE CALIFORNIA JUDICIAL BRANCH. WHEREAS, ImageSource or its licensors has the right to license and distribute the ImageSource software as set forth in Exhibit A; and

WHEREAS, Licensee desires to acquire from ImageSource or its Licensors, and ImageSource or its Licensors desires to grant a license to Licensee for the Software, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, it is agreed as follows:

### 1. DEFINITIONS.

For purposes of this Agreement:

- (i) "CPU" (central processing unit) means a single physical processor which is installed into or addressed by a physical or logical server, for the purposes of this Agreement, a processor containing more than one core is still considered a single processor, it is common for one server to contain or address multiple CPUs;
- (ii) "Computer" means an End User device containing one or more CPUs that is not utilized as a Server;
- (iii) "Enterprise" means the Licensee and any subsidiaries thereof that are wholly owned by Licensee;
- (iv) "Network" means a group of Computers electronically-linked to a Server and capable of accessing data and software by means of that Server;
- (v) "Order Document" means a customer order, purchase order or other written document referencing this Agreement that memorializes the Software licensed and Software Maintenance provided to Licensee hereunder as well as any terms such as price, delivery, contact information, and payment terms.
- (vi) "Scanner" means any hardware device used for imaging capturing that is on the ImageSource list of supported scanners, which list may be updated from time to time by ImageSource with or without notice to Licensee;
- (vii) "Server" means a single installation of the server operating system software and may be either a logical or physical device, for purposes of this agreement, a physical hardware device that runs multiple instances of operating system software is considered to be multiple servers;
- (viii) "Site" means all servers, CPUs, computers, networks, and scanners physically located on a contiguous identified plot of land or any adjacent plots of land that form a contiguous area occupied, or partially occupied, by Licensee;
- (ix) "Software" means the program in machine readable object code form licensed to Licensee hereunder as such is specified in the Order Document, including documentation downloaded there with, and any updates or upgrades provided through Software Maintenance.

(x) "Software Maintenance" means services provided by ImageSource to Licensee in order to provide Software updates or upgrades to Licensee. (for the purpose of clarity, Software Maintenance does not include installation or other professional services).

(xi) "User" or "End User" means the ultimate user for whom a machine, as a computer, or product, as a computer program, is designed.

## **2. GRANT OF LICENSE.**

Subject to the terms and conditions of this Agreement, ImageSource hereby grants to Licensee:

(i) a non-exclusive, non-transferable, non-sublicensable perpetual license to use the Software solely for Licensee's internal business purposes on any Computer or Server now or hereafter owned, leased or otherwise used by Licensee, and

(ii) the right to make one (1) copy of the Software, solely for archival or backup purposes.

Licensee's rights under this Agreement are limited to the number of Scanners, Servers, Computers, and Users specified in the Order Document.

Licensee shall make no use of the Software which is greater than or different from the use set forth in the Order Document. ImageSource, at its discretion, shall have the right to audit Licensee's use of the Software to ensure Licensee's compliance with the terms of this Agreement. ImageSource shall have the right to have an independent audit firm conduct such audit. The costs of the audit will be paid solely by ImageSource. Any use of the Software which exceeds the license granted hereunder may result in an additional license fee being due; ImageSource will provide written notification to Licensee of its audit findings, and Licensee shall have 15 business days following receipt of such notification to respond to the findings, by presenting new or additional information to ImageSource regarding the alleged noncompliance, for consideration by ImageSource, to determine what amounts, if any, are owed by Licensee to restore compliance. The parties shall work in good faith to amicably resolve any dispute between them regarding non-compliance, on mutually agreeable terms, including payment terms, prior to either party terminating the Agreement for breach, or commencing legal proceedings.

## **3. COVENANTS OF LICENSEE.**

During the term of its license to the Software hereunder:

- (a) Licensee shall make best efforts to (i) adopt and enforce such internal policies, procedures and monitoring mechanisms as are reasonably necessary to ensure that the Software is used only in accordance with the terms of this Agreement and (ii) take all steps necessary to ensure that no person or entity will have unauthorized access to the Software.
- (b) Licensee shall not: (i) assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Software or any portion thereof, other than in accordance with Section 16 hereof; (ii) permit any third party to use or have access to the Software, whether by timesharing, networking (except as expressly permitted hereunder) or any other means; (iii) modify, translate, reverse engineer, decompile or disassemble the Software, other than to the extent ImageSource is required by law to permit Licensee to do so; (iv) possess or use the Software or any portion thereof, other than in machine readable object code; (v) make any copies of the Software, other than as, permitted by Section 2 hereof; (vi) remove any copyright, trademark, patent or other proprietary notices from the Software or any portion thereof, or (vii) create any derivative work thereof.
- (c) Licensee shall comply with all applicable international, national, regional, and local laws and regulations, including any applicable import and export laws and regulations, and the U.S. Foreign Corrupt Practices Act, which prevents unlawful payments to third parties. Licensee agrees that it will not export or re-export the Software in any form in violation of the export or import laws of the United States or any foreign jurisdiction.

## **4. INTELLECTUAL PROPERTY.**

Licensee acknowledges and agrees that ImageSource has and will retain all right, title, interest and ownership in and to the Software and any copies or updates of the Software, including any improvements, modifications, upgrades, derivatives and/or ameliorations thereto. Licensee acknowledges that the Software constitutes proprietary information and trade secrets of ImageSource, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Licensee shall maintain all information and data contained in the Software or any portion thereof in strict confidence and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without ImageSource's prior written consent, nor shall Licensee publish any results of benchmark tests run on any of the Software. Licensee agrees to make best efforts to take appropriate steps to ensure that persons having access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software or any portion thereof.



## **5. LICENSE FEE.**

As consideration for the Software license granted to Licensee hereunder, Licensee shall pay to ImageSource the license fee specified in the Order Document, for the Software. Licensee shall pay all applicable sales, use and other taxes (excluding taxes on ImageSource income or its Licensors) imposed by any jurisdiction arising out of or related to the license granted under this Agreement or to Licensee's use of the Software, regardless of when such tax liability is asserted.

## **6. INSTALLATION AND CONVERSION OF DATA.**

Except as otherwise agreed in writing between the parties hereto, Licensee shall be solely responsible (i) for installation of the Software, and (ii) for any conversion of data required in connection with Licensee's use of the Software to make such data compatible with the Software.

## **7. SOFTWARE MAINTENANCE.**

Software Maintenance shall consist of the right for Licensee to receive all new releases of the Software. These releases are intended to correct errors, support new releases of the operating systems with which the Software is designed to operate, add significant functional capability, support new input/output devices, or provide other incidental updates and corrections.

Software Maintenance purchased under this Agreement (as specified in the Order Document) shall commence on the ship date of the Software. Software Maintenance may be renewed annually at the option of the parties. The annual fee for this service is twenty-two percent (22%) per year of the currently published list price of the Software. Software Maintenance will be billed annually sixty (60) days prior to the renewal date and due no later than the annual renewal date. At any one time, ImageSource will support both its current release of the Software and its previous release of the Software. So long as ImageSource supports the Software, it will not increase the Software Maintenance fees by more than ten percent (10%) year to year, and not until the conclusion of the present Software Maintenance agreement.

## **8. TERM AND TERMINATION.**

- (a) The license granted to Licensee hereunder is perpetual and will continue unless terminated as provided herein. This Agreement shall immediately terminate: (i) upon ImageSource's written notice to Licensee if Licensee breaches or violates any of its obligations under Sections 3, 4 or 5 of this Agreement; (ii) automatically, without further notice to Licensee, if Licensee breaches or violates any material term of this Agreement and fails to correct such breach or violation to the satisfaction of ImageSource within thirty (30) days after written notice is given of such breach or violation.
- (b) Licensee shall, upon termination of this Agreement: (i) discontinue all use of the Software; (ii) deliver to ImageSource all compact disks or other media containing the Software and all other physical copies of the Software; (iii) destroy the Software and all copies of the Software contained in any computer memory or data storage apparatus under the control of Licensee, including any copies of the source code thereof; (iv) certify to ImageSource within one week after the termination of this Agreement that Licensee has delivered the Software to ImageSource or destroyed the Software and all copies of the Software in accordance with this Section 8(b); and (v) return all ImageSource Confidential Information.

## **9. COMPLIANCE AUDITS.**

ImageSource shall have the right, upon reasonable notice, and at reasonable times during Licensee's normal business hours, to inspect Licensee's installation of the Software, including individual Computers and/or Servers, to verify Licensee's compliance with this Agreement; provided, however, no more than one (1) inspection may occur in any twelve (12) month period unless a prior inspection has disclosed a violation of this Agreement.

## **10. WARRANTIES.**

- (a) ImageSource warrants that the Software will perform as specified in the documentation downloaded with the Software and that the Software media will be free of defects in materials and workmanship for one (1) year after the date of Licensee's receipt of the Software; provided, however, that ImageSource shall not be liable under this warranty if the Software has been modified or altered by anyone other than ImageSource, if the Software has been abused or misapplied, or if Licensee has failed to use a version of the Software supported under Software Maintenance. In the event of a breach of this warranty reported by Licensee to ImageSource in writing within the foregoing ninety (90) day period, Licensee may return the defective Software to ImageSource for either: (i) a refund of the license fee paid to ImageSource by Licensee hereunder; or (ii) ImageSource's replacement of the Software without charge. Refund of the fees paid for the defective Software or replacement of the defective Software are Licensee's exclusive remedies for breach of this warranty; any replacement shall not extend the warranty period.

- (b) ImageSource does not warrant any modifications created by Licensee from the source code of the Software or customizations created through the use of any Software Development Kit (SDK).
- (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, IMAGESOURCE DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR THE APPLICATION, OPERATION OR USE THEREOF, THE DATA GENERATED BY THE OPERATION OR USE THEREOF, OR ANY SOFTWARE MAINTENANCE OR OTHER SERVICES RENDERED WITH RESPECT THERETO. IMAGESOURCE HEREBY EXCLUDES ALL IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IMAGESOURCE HEREBY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABILITY QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULARLY, SPECIFIC OR OTHERWISE, CONCERNING THE SOFTWARE AND THE APPLICATION, OPERATION OR USE THEREOF.

#### **11. LIMITATION OF REMEDIES.**

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT IMAGESOURCE ITS OFFICERS, DIRECTORS AND SHAREHOLDERS AND TO THE EXTENT PERMITTED BY LAW, SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR DAMAGES IN THE FORM OF CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL OR OTHERWISE, OR FOR EXEMPLARY DAMAGES, RESULTING FROM LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE OR FROM ANY SOFTWARE MAINTENANCE OR OTHER SERVICES RENDERED WITH RESPECT THERETO, EVEN IF IMAGESOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMAGESOURCE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE FOR THE SOFTWARE OR ANY SERVICES GIVING RISE TO SUCH LIABILITY.

IMAGESOURCE DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. REMEDIES FOR ANY BREACH OF THE ABOVE WARRANTIES ARE IN ACCORDANCE WITH SECTION 10(A).

#### **12. INDEMNIFICATION.**

- (a) ImageSource will indemnify Licensee from and against any liability to third parties arising from a claim that the Software in the form provided hereunder infringes upon any third party's patent, copyright or trade secret rights as such are recognized in the United States. The foregoing indemnification obligation is dependent upon Licensee: (i) promptly giving ImageSource written notice of the claim, (ii) giving ImageSource full authority to defend such claim and providing ImageSource with all information and non-financial assistance ImageSource requests in connection with any defense of such claim, and (iii) giving ImageSource sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. If a third party claim against Licensee results in a judicial order preventing Licensee from using the Software, ImageSource, in its sole discretion, may: (1) procure from the third party the right to allow Licensee to continue to use the Software; (ii) modify or replace the Software or infringing- portions thereof to become non-infringing; or (iii) in the event that the foregoing options are not, in the sole judgment of ImageSource, reasonably practical, terminate this Agreement immediately upon written notice to Licensee, and in the event of such termination by ImageSource (and return of the Software by Licensee) the license fee paid by Licensee for the infringing Software will be promptly refunded by ImageSource.
- (b) Neither ImageSource nor its licensors shall have any indemnification obligation to Licensee nor otherwise be liable to Licensee for any infringement based on: (i) Licensee's operation of an application developed using the Software; (ii) Licensee's combination of the Software with other products not furnished by ImageSource; (iii) Licensee's use of a modified, superseded, or otherwise altered version of the Software, provided such modified, superseded or altered version of the Software was not provided by ImageSource; (iv) Licensee's use of the Software not in accordance with provisions in Section 2 and 3 of this Agreement; or (v) Licensee's use of the Software after Licensee(s) have received notice from ImageSource that it has terminated this Agreement under Section 12(a)(iii) above. ImageSource will have no obligation for any costs incurred by Licensee without ImageSource's prior written authorization. THE PROVISIONS OF THIS SECTION 12 STATE THE EXCLUSIVE INDEMNIFICATION OBLIGATION OF IMAGESOURCE, WITH RESPECT TO ANY CLAIM OF PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT.

#### **13. DISPUTE RESOLUTION.**

- (a) Licensee recognizes that ImageSource will be irreparably harmed in the event of its breach or threatened breach of Section 4 (Intellectual Property), and that, notwithstanding anything contained herein to the contrary, ImageSource may commence an action in any court of competent jurisdiction, to obtain equitable

relief to prevent such breach or threatened breach at any time until a final award is rendered in any judicial proceeding or the claim or dispute is otherwise resolved.

#### **14. SURVIVAL.**

Upon termination of this Agreement, all rights and obligations of the parties shall cease, except for the obligations under Sections 3, 4, 8, 11, and 13 through 26, which obligations shall survive the termination of this Agreement.

#### **15. REMEDIES.**

The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any of the other remedies to which it may be entitled.

#### **16. BINDING EFFECT: ASSIGNMENT.**

This Agreement and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided in this Section 16, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. If ImageSource approves any assignment by Licensee in writing, Licensee must permanently transfer and cease use of the Software and the proposed transferee must agree to abide by the terms of this Agreement. Any attempted assignment in violation of this Section 16 by Licensee of its rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

#### **17. ENTIRE AGREEMENT.**

This Agreement, together with the Order Document, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. Any standard purchase order terms or other agreements from Licensee shall be of no effect.

#### **18. AMENDMENT; WAIVER.**

No modification, variation or amendment of this Agreement shall be effective without the written assent of both parties hereto. A failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other term or condition hereof.

#### **19. NOTICES.**

All notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given to a party if delivered personally or mailed by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally-recognized courier, to such address or person as either party may from time to time designate to the other in writing. Any such notice or other communication shall be deemed to be given as of the date it is personally delivered, five (5) days after its being deposited in the United States mail, or one (1) day after being deposited with a nationally recognized courier for overnight delivery.

#### **20. INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS.**

In the event that any one or more provisions of this Agreement shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforced as so modified.

#### **21. INDEPENDENT CONTRACTORS.**

Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership or joint venture between ImageSource and Licensee.

#### **22. GOVERNING LAW; VENUE.**

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California. Subject to paragraphs 13(a) and 13(b) hereof, any lawsuits brought to resolve disputes arising out of the terms of this Agreement shall be brought in the courts located in San Francisco, California.

#### **23. CONFIDENTIALITY.**

(a) Definition of Confidential Information: Each party agrees that information disclosed by ImageSource and Licensee to each other pursuant to this Agreement, and, with respect to ImageSource's information, which is identified as "Confidential" (including the Software and any documentation provided by ImageSource), will be considered and referred to collectively in this Agreement as "Confidential Information" subject to the



protections of this Agreement. Confidential Information does not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of either party; (ii) either party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving party; (iii) is independently developed by either party without the use of any Confidential Information; or (iv) either party rightfully obtains from a third party who has the right to transfer or disclose it.

- (b) **Nondisclosure and Nonuse of Confidential Information:** The parties shall not disclose, publish, or otherwise disseminate confidential information to anyone other than those of its employees with a need to know or to trusted subcontractors or advisors with a need to know and who agree to be bound by the obligations of this Agreement. Each party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information.

The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law. However, upon receipt of a legal demand for the production of Confidential Information subject to this Agreement, the party receiving such demand shall give prompt notice to the other party and shall provide such other party with an opportunity to object before producing the Confidential Information.

- (c) **Miscellaneous:** All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether express or implied, as to its accuracy or completeness. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

#### **24. FORCE MAJEURE.**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

#### **25. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

#### **26. EXCLUSION FROM THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT.**

The parties agree this Agreement shall not be governed by the Uniform Computer Information Transactions Act.

## **EXHIBIT A**

### **IMAGESOURCE SOFTWARE PRODUCTS**

#### **ILINX ECM PLATFORMS**

ILINX® platforms streamline the process of acquiring, storing, accessing and routing documents securely and reliably. They are designed to be flexible, lean and highly adoptable.

Web-based software, ILINX platforms are cloud compatible on Microsoft Azure and can be managed and deployed from a central administration point.

#### **ILINX CAPTURE**

*Capture Information. Any place, any time.*

A flexible, lean and highly adoptable web-based platform, ILINX Capture empowers anyone in your organization to easily capture information in-process from a desktop, MFD or mobile device.

From ad hoc or transactional activities to full batch-level production, ILINX Capture automates the capture of information from both paper and electronic sources and converts it into functional information in a variety of



digital formats. A powerful, easy-to-configure workflow engine delivers your critical information to the systems that manage your business processes.

#### **ILINX CAPTURE FOR AUTOSTORE™**

*Make your existing multifunction device the intelligent capture point for any business process.*

Utilizing existing security for employee authentication, ILINX® Capture for AutoStore automatically generates display buttons on the screen of multifunction device (MFD) based on the user's role and privileges. This product automates repetitive processes, streamlines cycle times and facilitates accurate placement of critical documents in an easy-to-use, powerful interface.

#### **ILINX CONTENT STORE**

*An easy-to-use, powerful, web-based content repository with built-in capture.*

This secure repository provides scalable and affordable capture and storage for all of your document types and digital assets.

Users access ILINX Content Store on a desktop or device, while administrators maintain and control user security and access in minutes from a central location. This robust application deploys in a fraction of the time it takes to set up a traditional ECM system.

#### **ILINX EFORMS**

*User-friendly, web-based electronic form software for data capture, processing & delivery.*

A powerful solution for the creation and deployment of electronic forms, ILINX eForms enables you to easily capture accurate information in-process from a desktop, MFD or mobile device. Its lean engine automates the routing, tracking and approval for data extracted from forms across your enterprise.

ILINX eForms provides a complete intuitive user experience including forms design, quick on-site data collection, centralized form and workflow management and extensive back-end system integration.

ILINX eForms Design enables you to easily design, configure and publish custom forms for almost any process of your business.

#### **ILINX ECM MIDDLEWARE**

ILINX middleware products provide integral components that extend the capabilities of your hardware and software investments.

Supporting a seamless and user-friendly integration, these products provide essential connections that make ECM & line-of-business technology even more powerful.

Make your information as accessible as possible and uncover the possibilities for efficiencies within your organization.

#### **ILINX INTEGRATE**

*Image-enable any application.*

ILINX Integrate allows users to retrieve and display images from within virtually any application regardless of source—host based, Windows, Web or Citrix—saving time and increasing efficiencies.

Requiring no development, ILINX can integrate whatever is running on your client desktop into a cohesive system that allows data to pass easily between two or more applications.

#### **ILINX RELEASE**

*Deliver data from capture software to ECM software with numerous options.*

ILINX Release provides a function-rich tool that takes images generated through capture applications and injects them into ECM systems with full auditing and logging capabilities. This proven and easy-to-configure technology is scalable to serve individual business units or the whole enterprise.

#### **ILINX IMPORT**

*Inject data into capture software for processing & delivery to ECM systems.*

This easy-to-use interface imports data and documents from a variety of sources, including file systems, email and text delimited, into capture applications where they can be processed and placed into an imaging or document management system. ILINX Import provides full auditing and logging capabilities for mission-critical performance.

A component of ILINX Import is the ILINX Image Enhancement. ILINX Image Enhancement takes existing electronic images, TIFF and PDF, and cleans them up by removing speckles, de-skews, and rotates. This product does not do line dropping or red text removal.



### **ILINX EXPORT**

*Extract, convert and migrate data and documents from your ECM system.*

ILINX Export enables data and documents to be extracted from ECM repositories on-demand, for migration and for managed exports at both the UI and API level.

ILINX Export enables disclosure, public access, controlled access, compliance and the compiling of select information to streamline business processes.

### **ILINX CAPTURE EMAIL IMPORT**

*Simply send indexed email to your ECM system directly from Outlook.*

With ILINX Email Import, single or multiple email messages, including attachments, can be contributed to your ECM system, complete with indexing, with the right click of your mouse.

### **ILINX DISTRIBUTED INDEXING**

*Simply drag and drop files to index, validate & contribute to ECM software.*

ILINX Distributed Indexing is an easy-to-use, Windows client application that resides on a task bar, enabling the efficient processing of files. From their desktop, users simply drag and drop, and perform indexing tasks with validation, when contributing to ECM systems.

ILINX Distributed Indexing extends the use of ECM in your organization, facilitating capture at the source with accurate indexing.

### **ILINX ERM**

*Robust, high-volume & enterprise-ready COLD report processor.*

ILINX ERM performs advanced formatting to bulk mainframe reports, producing clean, consumable information that is separated, classified, indexed and stored in your ECM repository.

Fast and efficient, ILINX ERM supports a host of file formats, from text to tiffs to PDFs. This robust and reliable tool can be easily configured to meet the needs of your organization as access to COLD information requirements change.

### **ILINX CONNECT FOR EMR**

*Fluidly connects Electronic Medical Records (EMR) systems with capture and ECM software.*

Extending the reach of the EMR, this powerful product enables the ingestion of any content generated outside the system, including insurance cards, consent forms, orders, referrals and much more.

Caregivers can immediately access to all case documentation from within the familiar EMR interface.

### **ILINX FORMAT CONVERTER**

ILINX Format Converter takes existing TIFF, PDF, or electronic formats and converts them to TIFF or PDF.

## EXHIBIT B

### JBCL APPENDIX

*This JBCL Appendix contains the provisions required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law. In this appendix, (i) "Agreement" refers to the agreement into which this appendix is incorporated, (ii) "JBE" refers to the California judicial branch entity that is a party to the Agreement, (iii) "Contractor" refers to the other party to the Agreement, and (iv) "Consulting Services" refers to those services described in chapter 8, appendix C, section 1 of the JBCM. This Agreement incorporates the terms and conditions set forth in this "JBCL Appendix". If there is any conflict between a provision in the appendix and any other provision of this Agreement, the provision contained in the appendix prevails.*

**1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

**1.1. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

**1.2. National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

**1.3. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

**1.4. Iran Contracting Act.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

**2. Independent Contractor Status.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor or its personnel and the JBE. Nothing Contractor does, or fails to do, in the performance of this Agreement will make Contractor or its personnel an employee of the JBE. The JBE will not provide to Contractor or its personnel the benefits that the JBE provides its employees.

**3. Provisions Applicable Only to Certain Agreements.** The provisions in this section are **applicable only to the types of agreements specified in the title of each subsection**. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

**3.1. Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

**3.2. Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

**3.3. Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**3.4. Agreements for Services over \$200,000 (Excluding Consulting Services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**3.5. Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030. If this Agreement provides for the purchase of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

**3.6. Agreements for Printing, Parts Cleaning, Janitorial, and Building Maintenance Services, or for the Purchase of Goods.** Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**3.7. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

**3.8. Agreements that are Federally Funded.** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable

only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 days' notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds. Exemptions from the above requirements may be granted if the JBE can certify in writing that federal funds are available for the term of this Agreement.

**3.9. Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within 60 days of receiving final payment under this Agreement certify in a report to the JBE: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise ("DVBE") that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**3.10. Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**3.11. Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to 10 percent of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

**3.12. Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for

costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**3.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.**

Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

**3.14. Agreements with Contractors that Have Employees.** Contractor must maintain during the term of this Agreement workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease.

**3.15. Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, for lack of appropriation of funds. Upon termination, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

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*JBE will receive a 20% discount off retail list price and software assurance for all ILINX products listed					
<b>ILINX CAPTURE</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IC-6300-SRV	ILINX Capture - Server	1	\$ 41,995.00	Server	\$ 9,239.00
IC-6300-TDV	ILINX Capture - Server - Test Dev, Training, or DR environments	1	\$ 20,995.00	Server	\$ 9,239.00
ICW-6100-001	ILINX Capture Concurrent or Named User License	1	\$ 1,195.00	Concurrent or named user	\$ 263.00
ICW-6100-TDV	ILINX Capture Concurrent of named user license (1) for Test, Dev, Training or DR environments	1	\$ 598.00	Concurrent or named user	\$ 263.00
ADV-Capture	ILINX Advanced Capture	1	TBD	Server	TBD
ADV-CAP-TDV	ILINX Advanced Capture - Test, Dev or DR environments	1	TBD	Server	TBD
<b>ILINX Content Store</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IS-6300-SRV	ILINX Content Store - Server	1	\$ 41,995.00	Server	\$ 9,239.00
IS-6300-TDV	ILINX Content Store - Server - Test, Dev, Training or DR environments	1	\$ 20,995.00	Server	\$ 9,239.00
ISW-6100-001	ILINX Content Store - Concurrent or Named User License (1)	1	\$ 1,195.00	Concurrent or Named User	\$ 263.00

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ISW-6100-TDV	ILINX Content Store - Concurrent of Named User License (1) for Test, Dev, Training or DR environments	1	\$ 598.00	Concurrent or Named User	\$ 263.00
<b>ILINX Eforms</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IE-6300-STD	ILINX eForms - Server	1	\$ 41,995.00	Server	\$ 9,239.00
IE-6300-TDV	ILINX eForms - Server - Test, Dev, Training or DR environments	1	\$ 20,995.00	Server	\$ 9,239.00
IEW-6100-001	ILINX eForms - Concurrent or Named User License (1)	1	\$ 1,195.00	Concurrent or Named User	\$ 263.00
IEW-6100-TDV	ILINX eForms Concurrent or Named User License (1) for Test, Dev, Training or DR environments	1	\$ 598.00	Concurrent or Named User	\$ 263.00
<b>ILINX Release</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IRS-6300-ENT	ILINX Release - Enterprise - to KOFAX, ILINX Content Store, Oracle 10g&11g, XML, Sharepoint, Filenet P8, DBs and File Systems	1	\$ 120,000.00	Server	\$ 26,400.00
IRS-6300-ENT-TDV	ILINX Release - Enterprise for Test, Dev, Training, or DR environments	1	\$ 60,000.00	Server	\$ 26,400.00

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IRS-6300-STD	ILINX Release - Standard release to one Capture Release Workstation	1	\$ 9,000.00	Server	\$ 1,980.00
IRS-6300-STD-TDV	ILINX Release - Standard release to one Capture Release Workstation for Test, Dev, Training or DR environments	1	\$ 4,500.00	Server	\$ 1,980.00
<b>ILINX ERM</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IRCS-6300-ENT	ILINX ERM - Enterprise	1	\$ 120,000.00	Server	\$ 26,400.00
IRCS-6300-TDV	ILINX ERM - Enterprise for Test, Dev, Training or DR environments	1	\$ 60,000.00	Server	\$ 26,400.00
IRCW-6000-RPTS	ILINX ERM - 5 Reports	1	\$ 60,000.00	5 Report Grp	\$ 13,200.00
IRCW-6000-TDV	ILINX ERM - 5 Reports for Test, Dev, Training or DR environments	1	\$ 30,000.00	5 Report Grp	\$ 13,200.00
<b>ILINX Integrate</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IINT-ENT	ILINX Integrate - Enterprise - Unlimited LOB with Unlimited Users	1	\$ 120,000.00	Server	\$ 26,400.00
IINT-ENT-TDV	ILINX Integrate - Enterprise for Test, Dev, Training or DR environments	1	\$ 60,000.00	Server	\$ 26,400.00

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IINT-STD	ILINX Integrate - Single LOB with Unlimited Users	1	\$ 60,000.00	Server	\$ 13,200.00
IINT-STD-TDV	ILINX Integrate - Single LOB for Test, Dev, Training or DR environments	1	\$ 30,000.00	Server	\$ 13,200.00
IINT-ADPT	ILINX Integrate Adapter for Oracle IPM 10g (Single Copy per OIPM Server)	1	\$ 3,000.00	Server	\$ 660.00
IINT-ADPT-TDV	ILINX Integrate Adapter for Oracle IPM 10g for Test, Dev, Training or DR environments	1	\$ 1,250.00	Server	\$ 660.00
<b>ILINX Export</b>					
<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IEXP-SRV	ILINX Export Enterprise Server	1	\$ 150,000.00	Server	\$ 33,000.00
IEXP-SRV-TDV	ILINX Export Enterprise Server for Test, Dev, Training or DR environments	1	\$ 75,000.00	Server	\$ 33,000.00
IEXP-WS05	ILINX Export Workstation - 5 Named Users	1	\$ 36,000.00	Server	\$ 7,920.00
IEXP-WS05-TDV	ILINX Export Workstation - 5 Named Users for Test, Dev, Training or DR environments	1	\$ 18,000.00	Server	\$ 7,920.00
IEXP-WS01	ILINX Export Workstation - Single User	1	\$ 7,200.00	Server	\$ 1,584.00
IEXP-WS01-TDV	ILINX Export Workstation - Single User for Test, Dev, Training or DR environments	1	\$ 3,600.00	Server	\$ 1,584.00
<b>ILINX Import</b>					

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<u>Part Number</u>	<u>Product</u>	<u>QTY</u>	<u>Retail Price</u>	<u>License Type</u>	<u>SOFTWARE ASSURANCE</u>
IIMP-SVR	ILINX Import Enterprise Server	1	\$ 150,000.00	Server	\$ 33,000.00
IIMP-SVR-TDV	ILINX Import Enterprise Server for Test, Dev, Training or DR environments	1	\$ 75,000.00	Server	\$ 33,000.00
IIMP-SVR	ILINX Import Standard Server	1	\$ 18,000.00	Server	\$ 3,960.00
IIMP-SVR-TDV	ILINX Import Enterprise Server for Test, Dev, Training or DR environments	1	\$ 9,000.00	Server	\$ 3,960.00