

MASTER AGREEMENT COVERSHEET (rev 05-09)

AGREEMENT NUMBER MA-200911
FEDERAL EMPLOYER ID NUMBER 91-1747099

- In this agreement (the "Master Agreement"), the term "Contractor" refers to **Cascade International Technologies, Inc.** and the term "AOC" refers to the *Judicial Council of California, Administrative Office of the Courts*.
- The initial term of this Master Agreement is three years, commencing on **November 2, 2009** (the "Effective Date") and expiring on **October 31, 2012**, unless the AOC elects the option to extend the term, as set forth in Exhibit C (Master Agreement Terms and Conditions), paragraph 1 (Term).

- The title of this Agreement is: **Master Agreement for Emergency Notification Service**. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of an emergency notification service, to the 58 Superior Courts of California the California Appellate Courts, including the Supreme Court of California; and the AOC (collectively, "Purchasing Group" and individually, a "member of the Purchasing Group" or "Purchasing Group member").

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 Purchasing Group members are obligated to encumber funds as a result of this Master Agreement. This Master Agreement does not obligate the AOC or Purchasing Group members to issue orders under this Master Agreement or guarantee that the Contractor will receive a specific volume of business from the Purchasing Group members.
- 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 exhibits and any attachments, collectively referred to as "Contract Documents") contains the parties' entire understanding related to the subject matter hereof. If there are any inconsistent terms in the Exhibits, the following is the descending order of precedence: Exhibit C, A and B. Any amendments, starting with the most recent shall take precedence over the existing Contract Documents.

Exhibit A – Statement of Work

Exhibit B – Pricing and Payment

Exhibit C – Master Agreement Terms and Conditions

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
<i>Judicial Council of California, Administrative Office of the Courts</i>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Cascade International Technologies Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Ken LaBeau President
ADDRESS Attention: Grant Walker 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attention: Ken LaBeau 23907 141st Drive S.E. Snohomish, WA 98296

EXHIBIT A – STATEMENT OF WORK

1. General Description

Contractor will provide an emergency notification service for use by the Purchasing Group members. The emergency notification service must enable each Purchasing Group member to immediately and simultaneously distribute an electronic voice or written message to one or more individuals as designated by the sender.

Members of the Purchasing Group may order emergency notification services under this Master Agreement(s) by placing an individual order via a Purchase Order.

The term “Purchase Order” refers to an ordering document used by an individual member of the Purchasing Group to place an order for an emergency notification service under this Master Agreement.

2. Mandatory Specifications

- A. The service shall allow Purchasing Group members to update and maintain responder information. Group lists shall be accessible for modification at any time via the internet. The service shall send a reminder notification when updates are due, based upon the frequency identified by the Purchasing Group member. A report shall be automatically generated listing the individuals contacted and changes made. The computer-based service shall include any software updates and associated software and hardware support. If the service is of a proprietary nature, requiring proprietary software and tools to manage, configure or maintain it, then that proprietary software or tools shall be included and delivered to the Purchasing Group member as part of the service. If the service is software or code-based, it shall not lock out the Purchasing Group member or the Purchasing Group member’s designated administrators or developers in any fashion or as a result of proprietary operation, passwords or code.
- B. The service shall allow user data to be initialized and updated in a batch from an external data source such as a delimited text file;
- C. The service shall have escalation rules allowing for a ranked calling order;
- D. The service shall provide an automated method to deliver messages through a wide range of devices, including, but not limited to, the following:
 - a. Telephone (both landline and mobile, including the ability to dial extensions)
 - b. Pagers
 - c. Personal email accounts

- d. Text messages
- e. Fax
- f. Telephone Device for the Deaf (TDD)

- E. The service shall have a quota for response feature, which will be used when a situation requires direct support to build recovery teams. The service will stop calling when the designated number of responses is received;
- F. The service shall have the capability of making multiple connection attempts to a given individual;
- G. The service shall have an acknowledgement capability option;
- H. The service must be simple, easy to use and secure, allowing for the flexibility to notify multiple groups and individuals simultaneously via a broad range of delivery methods;
- I. The service must be able to be activated by telephone and internet allowing the user to distribute emergency notification messages at any time from any location, with no restriction on the number of groups or individuals contacted;
- J. The service must be a totally hosted, off-site service that operates independently of the Purchasing Group members' infrastructure. The service must be backed up at more than one location, and include a plan for continuity of service operations in the event of an emergency at the location where the service is housed.
- K. The service shall provide the capability to track and document responses for auditing, compliance and debriefing purposes. In addition, the service shall offer a real-time, web-based, view detailing the overall progress of notification and requested responses.
- L. Extension Dialing – the service shall have the capability to dial extensions as well as direct lines. In addition, a recorded message going to a voicemail box will be distributed in its entirety.
- M. Data Security – the service shall guarantee the security of stored data.
- N. Security shall be maintained by the Purchasing Group members when developing the teams and/or groups by designating individuals as Active and/or Administrator. The service shall include the ability to manage password creation and maintenance. In addition, the service shall allow for Purchasing Group members to increase security as desired.
- O. Contractor shall ensure that all customer service issues are resolved in a timely and consistent manner, with a maximum of three (3) hours for resolution. Technical

- support must be available via email and telephone. Contractor will provide help desk support via a toll free number, available twenty-four (24) hours a day, seven (7) days a week. In addition, on-line help desk capabilities must be available to log issues twenty-four (24) hours a day, seven (7) days a week.
- P. Conference Call Bridging – the service shall have the capability to allow for multiple users to be connected on a conference line immediately.
 - Q. Message Center or Call-in Number – the service shall allow users to call a toll free number (access code requirement optional) to listen to messages regarding the emergency situation.
 - R. Personalized Message Center – the service shall include a personalized message center requiring the use of a PIN for access, allowing for secure delivery of messages containing personal information.
 - S. The service shall have a text to speech capability
 - T. Data Connection Platform – the service shall allow for automatic importation of personnel data changes from an outside database.
 - U. Extra Concurrent User – the service shall allow for an additional Administrative User to simultaneously access the same account with another Administrative User.

3. Training

All service administrators will require training. The training shall be standard and must be consistent and must be provided by Contractor. The training may be developed as a train the trainer style, NetMeeting style, or other designated style as defined under this Master Agreement. A user guide must be provided for each Purchasing Group member location. Training must be offered at a minimum of one (1) hour for each Purchasing Group member. The training shall be available to members of the Purchasing Group in various formats, including but not limited to online, such as WebEx or video conference.

4. Ordering Process

Contractor will establish an individual customer account with any member of the Purchasing Group that elects to place an order from Contractor under this Master Agreement.

Contractor shall maintain a toll-free number, available twenty-four (24) hours a day, seven (7) days a week, for ordering, inquiries and customer service.

5. Reports

Contractor will provide to the AOC Project Manager and AOC Contract Officer (see paragraph 20 of Exhibit C) quarterly reports that include a summary of the services

ordered, including the ordering location and the total value ordered during the quarter reported. Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

END OF EXHIBIT A

EXHIBIT B – PRICING AND PAYMENT

1. Pricing

The price schedule is set forth below:

ITEM DESCRIPTION	PRICE PER ACCOUNT (LESS TAX)
Emergency Notification Service, which includes: <ul style="list-style-type: none"> • Unlimited number of message recipients • Unlimited number of messages • Unlimited message length • Service maintenance and support • Web-based training • Message Center or Call-in Number • Personalized Message Center • Text to speech capability 	\$3,000 plus \$1.75 per recipient per year
One-Time Set Up Price	\$1,250
<u>OPTIONS:</u> Conference Call Bridging Data Connection Platform Extra Concurrent User	\$1,250 per year \$2,150 per year \$650 per year
<u>TRAINING:</u> WEB Onsite Training (day one) Onsite Training (each additional day)	Included \$1,850 per day \$1,450 per day

The prices schedules set forth above are valid for the initial term of this Master Agreement, as set forth in Exhibit C, paragraph 1 (Term). If the AOC elects to extend the term of this Master Agreement, pursuant to Exhibit C, paragraph 1 (Term), the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.

2. Payment will be provided to Contractor by the Purchasing Group member within 45 days of receipt of a correct invoice as described in Exhibit C, paragraph 8 (Invoices, Payment and Setoff).
3. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor’s or any subcontractor employee’s wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor’s invoice.

END OF EXHIBIT B

EXHIBIT C - MASTER AGREEMENT TERMS AND CONDITIONS

1. **TERM:** The initial term of this Master Agreement is three (3) years, commencing on the Effective Date with three (3) one-year options to extend the term, which options may be exercised by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Agreement, price adjustments applicable during the option period(s) shall not exceed the annual percentage increase in the Consumer Price Index, CPI for All Urban Consumers (CPI-U), Expenditure Category of Education and Communication, for the calendar year immediately ended and will be set forth in a written amendment to this Master Agreement.
2. **OBLIGATION:** This Master Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement.
3. **RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into master agreements on behalf of the Purchasing Group. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders. Every member of the Purchasing Group is, and is intended to be, a third party beneficiary of this Master Agreement.
4. **SCOPE OF WORK AND PRICE:**
 - (a) Contractor shall provide or perform services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibits A and B to this Master Agreement.
 - (b) Contractor’s prices set forth in Exhibit B to this Master Agreement, include all charges, including but not limited to, cost of labor, licenses, overhead, profits, and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.
5. **ORDERING:**
 - (a) Individual members of the Purchasing Group may place individual orders for emergency notification service pursuant to this Master Agreement. Orders will be placed by issuing a Purchase Order. A Purchase Order is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of an ordering document may vary. All Purchase Orders will reference this Master Agreement No. MA-200911. The terms and conditions of this Master Agreement No. MA-200911 are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected, unless the Purchase Order indicates otherwise with a reference to specific provisions of the Master Agreement.
 - (b) A Purchase Order placed by the Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such Master Agreement.

- (c) The Individual Purchasing Group member will be responsible for the acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.
- (d) Each Purchasing Group member placing a Purchase Order will designate a contact person in the Purchase Order (“Purchase Order Project Manager”). Contractor shall contact the Purchase Order Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.
- (e) After a Purchase Order has been placed by any Purchasing Group member, Contractor shall provide that Purchasing Group member with the total cost and lead time required for the Work ordered. The total cost will itemize the cost of each of the components of the Work. Contractor shall coordinate the training date(s) with the Purchase Order Project Manager. Contractor shall provide the Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement will be submitted by facsimile or email to the Purchase Order Project Manager for the Purchasing Group member, regardless of what method is used to place the Purchase Order, and will include: the components of Work ordered, training dates, and contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the Purchase Order, including the Work ordered, training dates, and contact information.
- (f) Contractor shall maintain a toll-free number, available twenty-four (24) hours a day, seven (7) days a week, for ordering, inquiries and customer service.

6. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this Master Agreement, Contractor will meet with the AOC Contract Officer to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor will meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.
2. If the Purchase Order Project Manager and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 6(a)(1), then a designated representative of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.
3. If a Purchasing Group member is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Officer of the dispute with the Purchasing Group member and any planned meetings between Contractor and the designated representative of the Purchasing Group member and provide the AOC Project Manager and Contract Officer an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 6(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 6(a)(1) and 6(a)(2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a member of the Purchasing Group is a party to the dispute, Contractor shall also provide a copy of such notice to the AOC Contract Officer.

2. If the matter is not resolved as set forth in paragraph 6(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member, the Court Executive Officer or another member of the executive management team shall submit the second written notice to Contractor. If a member of the Purchasing Group is a party to the dispute, Contractor shall submit the second written notice to the Court Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Officer.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with Work will be considered a material breach of the Master Agreement.

7. SCOPE OF WORK; ACCEPTANCE; EXCLUSIVITY:

(a) Scope of Work and Acceptance: Contractor will perform and complete all Work described in Exhibit A—Statement of Work in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Purchase Order. Each Purchasing Group member has the absolute right to reject any Work that does not meet the requirements of this Master Agreement and Exhibit A—Statement of Work. A Purchasing Group member, in its sole discretion, may elect to accept Work that substantially meets such requirements. Time is of the essence in the performance of Work under this Master Agreement.

(b) **Non-Exclusivity:** This is a non-exclusive agreement. The AOC and the members of the Purchasing Group reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

8. **INVOICES, PAYMENT AND SETOFF:** A member of the Purchasing Group placing a Purchase Order under this Master Agreement shall have no obligation to pay for any Work that does not meet the requirements of this Master Agreement and Exhibit A—Statement of Work. The Purchasing Group members will not make any advance payments for services. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Payment is due Net 30 from date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Purchase Order or any other transaction or occurrence.
9. **REPORTS:** Contractor will provide to the AOC Project Manager and AOC Contract Officer quarterly reports that include a summary of the services ordered, including the ordering location and the total value ordered during the quarter reported. Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.
10. **AUDIT RIGHTS:** Contractor agrees to maintain records relating to Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of four (4) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Officer, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to Work.
11. **CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Officer. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the AOC Contract Officer reviews the request, a written decision will be provided to Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the AOC on a State of California Standard Agreement form.
12. **AMENDMENT; WAIVER; SEVERABILITY:** As provided in paragraph 11, Changes and Amendments, no amendment to this Master Agreement will be effective unless it is in writing and

signed by Contractor and the AOC. A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

13. TERMINATION:

(a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, the AOC and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

(b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if (1) the Work is rejected as described in paragraph 7, Scope of Work; Acceptance; Exclusivity, or (2) Contractor is otherwise in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.

(c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraph 17, Contractor Warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing Group member, AOC, and Contractor will discuss performance of any Purchase Orders outstanding at the date of termination.

(d) Contractor may terminate a Purchase Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Purchase Order within thirty (30) days after receipt of written notice of delinquency.

(e) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

14. GENERAL INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Purchase Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out

of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Purchase Order.

15. INFRINGEMENT INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Contractor under this Master Agreement or any Purchase Order.

16. INSURANCE:

(a) General Insurance Requirements: Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form.

(b) Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverage:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of \$1,000,000 for each occurrence.
3. Commercial General Liability Insurance with minimum limits of \$2,000,000 for each occurrence, and \$2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.
4. Business Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess or Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions will not limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor. Contractor will declare to the AOC and, as applicable, the Purchasing Group member all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 are subject to approval by the AOC.

(d) Endorsements; Additional Insureds; Terms and Conditions: The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.
2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.
3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(e) Contractor will provide the AOC (and on request, any other Purchasing Group member) with certificates of insurance satisfactory to the AOC, evidencing all required coverage before Contractor begins any Work, and provide complete copies of each policy upon the AOC's request.

(f) If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor will, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

(g) All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC's Contract Officer. Such notice will reference the relevant project, and Master Agreement number. Contractor shall provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

(h) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

17. CONTRACTOR WARRANTIES. Contractor represents and warrants that at all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Purchase Order, the following statements will remain true:

(a) Contractor can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing product and services similar to the Work and all applicable industry standards.

- (b) Contractor is either the owner of, or is authorized to use, the Work for its own benefit and the benefit of every Purchasing Group member, and the Work does not and will not infringe any patent, trademark, copyright, or other intellectual property right of a third party.
- (c) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting Work provided or performed under this Master Agreement or any Purchase Order.
- (d) The Work is compliant with Section 508 of the Rehabilitation Act of 1973, as amended.
- (e) Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Purchase Order. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.
- (f) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.
- (g) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- (h) No gratuities, in the form of entertainment, gifts, or otherwise, were or will be offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of a Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order.

- 18. CONFIDENTIALITY:** All financial, statistical, personal, technical and other data and information which are designated confidential by a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to Contractor in order to carry out this Master Agreement or any Purchase Order, or which become available to Contractor in carrying out this Master Agreement or any Purchase Order (“Confidential Information”) will remain the property of the Disclosing Party. Contractor shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Contractor employs with respect to its own information of a similar nature. Contractor shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 18 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that Contractor shall first give prompt notice to the Disclosing Party of such order in such time as to

permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by Contractor without violating the Disclosing Party's proprietary rights as shown by Contractor's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by Contractor at the time of disclosure, as shown by Contractor's written records, and Contractor has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between AOC and Contractor or a Purchasing Group member and Contractor, (5) is rightfully received by Contractor free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

19. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC, which consent shall not be unreasonably delayed or withheld.

20. REQUESTS; COMMUNICATION; NOTICE:

(a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Officer. Notice to the AOC must be in writing and be delivered to the AOC Contract Officer at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Grant Walker, AOC Contract Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, California 94102-3660

(b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

Malcolm Franklin, AOC Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Telephone: 415-865-8830
FAX: 415-865-8990

(c) Notice to Contractor concerning this Master Agreement or any Purchase Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Ken LaBeau
President
Cascade International Technologies Inc.
23907 141st Drive S.E.
Snohomish, WA 98296
Telephone: 800-892-3338
Email: cascade@cascade-int.com

(d) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

(e) Except as otherwise provided in paragraph 6, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchase Order Project Manager for the Purchasing Group member.

21. **ASSIGNMENT:** Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.
22. **PUBLICITY:** Following execution of this Master Agreement, AOC and Contractor may issue a press release, the form and substance of which must be mutually agreeable to the parties, announcing the relationship created by this Master Agreement. Except as expressly contemplated by this paragraph 22, neither the AOC nor Contractor shall issue any additional press release which mentions the other party or the transactions contemplated by this Master Agreement without the prior written consent of the other party which consent will not be unreasonably withheld.
23. **GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.
24. **MASTER AGREEMENT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Purchase Order shall not be construed against the drafter, but rather the

terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Purchase Order.

25. **SURVIVAL:** Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.
26. **SIGNATURE AUTHORITY:** The parties signing this Master Agreement certify that they have proper authorization to do so.
27. **ENTIRE AGREEMENT:** This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.

END OF EXHIBIT C