

STANDARD AGREEMENT COVERSHEET rev 12-08

AGREEMENT NUMBER MA200912
FEDERAL EMPLOYER ID NUMBER 31-1749742

- In this agreement (the "Master Agreement"), the term "Contractor" refers to **StopTech Ltd.**, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
- This Master Agreement becomes effective as of **May 1, 2010** (the "Effective Date") and expires on April 30, 2011, unless extended as set forth in Exhibit B, Section 7, Master Agreement Terms and Options to Renew.
- The title of this Master Agreement is: non-exclusive services, equipment, software, and hardware in connection with the purchase, installation and configuration of wireless security systems and/or the purchase and configuration of mobile security systems at specified Courts throughout California, on an as-needed basis to Members of the Purchasing Group
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- The maximum amount that the AOC may pay Contractor under this Master Agreement is **\$0.00**. This Master Agreement does not of itself encumber funds and neither the AOC nor the Purchasing Group are obligated to encumber funds as a result of entering into this Master Agreement. Except as expressly provided in the Master Agreement, no liability shall attach to the AOC or a Member of the Purchasing Group by reason of the AOC entering into this Master Agreement. This Master Agreement does not obligate the AOC or any Member of the Purchasing Group to issue any Work Order or commit to any volume of Work. Any and all Work to be performed under this Master Agreement must be authorized via Work Orders. Such Work Orders, if any, will include the requirements for a specified Project, such as all applicable delivery and/or installation specifications, pricing, total Work Order Amount, and timeframe for the Work.
- 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) contains the parties' entire understanding related to the subject matter of this agreement: Exhibit A – Standard Provisions; Exhibit B – Special Provisions; Exhibit C – Payment Provisions; Exhibit D – Work Order Administration; Exhibit E – Product Specification; and Exhibit F – Attachments, including: Attachment 1, Substantial Completion and Acceptance Signoff Form; Attachment 2, Sample Centurion® Wireless Security System Work Order Form; Attachment 3, Sample Centurion Scout® Mobile Security System Work Order Form; Attachment 4, Pricing Schedule; and Attachment 5, Continued Warranted Products and Services
If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibits A, B, C, D, E, F, and subsequently authorized Work Orders.


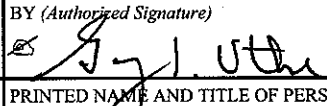
AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> StopTech Ltd.
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>  5-4-2010
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Supervising Contract Specialist	PRINTED NAME AND TITLE OF PERSON SIGNING Gary Utter Executive V.P.
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 365 Industrial Drive Harrison, OH 45030

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and save harmless the Purchasing Group Members and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Master Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Master Agreement.

2. Relationship of Parties

- A. The Contractor and the agents and employees of the Contractor, in the performance of this Master Agreement, shall act in an independent capacity and not as officers or employees or agents of the AOC or a Member of the Purchasing Group.
- B. The AOC has the authority to enter into master agreements for goods and services on behalf of the Purchasing Group. Members 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 shall govern such purchase. The parties signing a Work Order shall have appropriate authority to do so and such agreement shall be binding upon the parties to that Work Order.

3. Termination for Cause

- A. Pursuant to this provision, the AOC may terminate this Master Agreement and a Member may terminate its Work Order in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- B. If the Contractor (a) fails to perform the services within the time specified herein, or in any Work Order, or any extension thereof, (b) fails to perform any requirements of this Master Agreement or a Work Order, or (c) fails to make progress as to endanger performance of this Master Agreement or a Work Order in accordance with its terms, and, after receipt of a written Notice from the AOC or Member specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or, if authorized in the Notice of failure, a longer period.
- C. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in

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writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

- D. In the event the AOC terminates this Master Agreement or a Member terminates its Work Order in whole or in part, due to the Contractor's failure to perform, the AOC or Member may procure, upon such reasonable terms and in such manner as it may reasonably deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the AOC or Member for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Master Agreement or the Work Order to the extent not terminated under this provision.
- E. The Contractor shall not be liable for any excess costs if the failure to perform the Work arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- F. If, after Notice of termination for default of this Master Agreement or the Work Order, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the AOC or Member shall be to pay only for the services rendered under the Work Order at the rates set forth in this Master Agreement.
- G. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

4. No Assignment

Without the written consent of the AOC, the Contractor shall not assign this Master Agreement or any Work Order in whole or in part. The AOC agrees not to unreasonably withhold its consent to an assignment of this contract made in connection with a sale of all or substantially all of Contractor's business.

5. Time of Essence

Time is of the essence in Contractor's performance of this Master Agreement.

6. Validity of Alterations

- A. Alteration or variation of the terms of this Master Agreement shall not be valid unless made in writing and signed by the Contractor and the AOC, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.
- B. Alteration or variation of the terms of a Work Order shall not be valid unless made in writing and confirmed by the Contractor and the Member, and an oral understanding or

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agreement that is not incorporated into such Work Order shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Master Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Master Agreement or a Work Order, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

The terms defined below and elsewhere herein shall apply to the Contract Documents as defined.

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the Member after the Contractor has completed all of the requirements contained in a Work Order, such as delivery and configuration of a Centurion Scout® Mobile Security System, or delivery, configuration, and installation of a Centurion® Wireless Security System at a Court Site, in compliance with the Contract Documents, including without limitation, Exhibit D, Work Order Administration, Exhibit E, Product Specifications, Exhibit C, Payment Provisions, applicable Work Order requirements, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **“Administrative Director”** refers to that individual or authorized designee, including Executive Officer, empowered by the Member to make final and binding executive decisions on behalf of the Member.
- C. **“Amendment”** when used in reference to this Master Agreement, the term means a written document issued by the AOC and signed by both parties which alters the Master Agreement and when used in reference to a Work Order, the term means a written document issued by a Member and signed by the Member and Contractor which alters the Work Order and identifies the following: (i) a change in the Work; (ii) a change in time allotted for performance; and/or (iii) an adjustment to the Work Order terms.
- D. The **“AOC”** refers to the Judicial Council of California, Administrative Office of the Courts. The AOC is one of the parties to this Master Agreement.
- E. **“Centurion Scout® Mobile Security System”** means the system identified in Exhibit E, Product Specifications, and the appropriate equipment, software, hardware, and other components, integrated to form a mobile wireless security system that, when purchased by a Member and delivered by the Contractor to a Site, as specified in a Work Order issued pursuant to this Master Agreement, will provide a functioning alarm capacity for a Member’s security program.
- F. **“Centurion® Wireless Security System”** means the system identified in Exhibit E, Product Specifications, and the equipment, software, hardware, and other components, integrated to form a wireless security system that, when purchased by a Member and installed by the Contractor at a Site, as specified in a Work Order issued pursuant to this Master Agreement, will provide a functioning alarm capacity for a Member’s security program.

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- G. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Member’s business, their personnel, officers, or constituents, and including any confidential communications between the Contractor and the Member, their personnel, officers, or constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Master Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- H. The **“Contract Documents”** constitute the entire integrated agreement, including the Master Agreement and any authorized Work Orders.
- I. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to do the Contract Work. The Contractor is one of the parties to this Master Agreement.
- J. The **“Contractor’s Technology”** refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, system and data models, including Contractor’s proprietary delivery system; templates; generalized features of the structure, sequence and organization software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and, logic, coherence and methods of operation of systems, which the Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of the Work hereunder, create, acquire or otherwise obtain rights in, including, the Centurion® Wireless Security System and / or the Centurion Scout® Mobile Security System.
- K. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- L. **“Day”** means calendar day, unless otherwise specified.
- M. **“Deliverable(s)”** means one or more items, if specified in any Work Orders that the Contractor shall complete and deliver or submit to the AOC or Member for Acceptance.
- N. **“Force Majeure”** means a delay, which impacts the timely performance of Work for which neither the Contractor nor the Member are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to:
- i. Natural disasters or acts of a public enemy;

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- ii. Fire or other casualty for which a party is not responsible;
 - iii. Quarantine or epidemic;
 - iv. Strike or defensive lockout; and,
 - v. Unusually severe weather conditions.
- O. **“Master Agreement”** means this Master Agreement number **MA200912** that sets forth the terms and conditions under which the Member retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Order with a Member, if any, for a particular Project and for a particular Work Order Amount.
- P. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- Q. **“Member”** means an individual entity of the Purchasing Group.
- R. **“Notice”** means a written document initiated by the authorized representative of i) either party to this Master Agreement, or ii) either party to a Work Order, and given by:
- a) Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - b) Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- S. **“Project”** refers to all activity relative to a Work Order and this Master Agreement including activity of the Contractor, its Subcontractors, the AOC, Members and the AOC or Member’s representatives in connection with the Contract Work.
- T. **“Punch List”** refers to the list of Work issues provided by the AOC or Member, at Substantial Completion, that the Contractor must complete or correct prior to applying or qualifying for Acceptance.
- U. **“Purchase Order”** or **“PO”** refers to a document that may be issued by a Member to the Contractor to authorize a Work Order, indicating quantities, due dates, reference to this Master Agreement number MA200912, a Work Order Number, and prices which are in accordance with this Master Agreement for products or services the Contractor will provide to the Member.
- V. **“Purchasing Group”** includes the following entities: the 58 Superior Courts of California (“Trial Courts”); the California Appellate Courts, including the Supreme Court of California (“Appellate Courts”); and the AOC.
- W. **“Site”** refers to a Member’s building location where the Contractor will perform one (1) or more surveys, and may require accessing one (1) or more room(s) per

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location, and where a security system will be delivered and installed, if authorized by a Work Order.

- X. **“Standard Agreement Coversheet”** means the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet shall each represent the Master Agreement as an individual **“Contract Counterpart.”**
- Y. **“Standard Amendment Coversheet”** means the form used by the AOC to enter into amendments with other parties. Several originally signed, fully executed versions of the Standard Amendment Coversheet shall each represent an Amendment to the Master Agreement as an individual **“Contract Counterpart.”**
- Z. **“Stop Work Order”** means a written Notice, delivered in accordance with this Master Agreement, by which a Member may require the Contractor to stop all, or any part, of the Work of a Work Order, for the period set forth in the Stop Work Order.
- AA. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Master Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- BB. **“Substantial Completion”** means that the Work has not been accepted, but its installation and functioning has been verified in writing at the time of installation by the Member’s Project Manager, as meeting the following conditions at a minimum:
- i. The systems and parts thereof, installed per the requirements set forth in an applicable Work Order, under review are functional;
 - ii. The Member has full use and benefit of the facilities under review, for the purpose intended; and,
 - iii. Only minor incidental work or correction or repairs to be set forth in a Punch List remain to be resolved prior to applying or qualifying for Acceptance of the Work.
- CC. **“Task(s)”** means one or more functions, if specified in the any Work Order, to be performed by the Contractor for the Member.
- DD. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Master Agreement, or other than the Member or the Contractor, which is not a party to a Work Order.
- EE. **“Work”** or **“Contract Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, Tasks, Deliverables,

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and other items necessary for the execution and completion of the activities related to this Master Agreement, as required by individual Work Order(s) and performed or provided by the Contractor to the satisfaction of the Member. The general nature of the Work of this Contract is to provide Members with wireless security systems, as more particularly described in Exhibit D, Work Order Administration, Exhibit C, Payment Provisions, and Exhibit E, Product Specifications, and in any individual Work Order.

FF. **“Work Order”** refers to a document, substantially in the form of either (i) Attachment 2, Sample Centurion® Wireless Security System Work Order Form, or (ii) Attachment 3, Sample Centurion Scout® Mobile Security System Work Order Form, that, when bilaterally executed by the parties, will be used by the Contractor and Member to specify Work to be performed. Each Work Order, if any, will include details about the nature of the Work the Contractor will provide, the name of the Member’s Project Manager, the timeline for completion of the Work, pricing and total Work Order Amount, additional specifications, or other practical details. The Contractor shall commence Work specified in a Work Order when the Work Order is authorized by the Member. A Member may authorize a Work Order by issuing its Purchase Order or other form of written agreement, which references this Master Agreement and the specific Work Order.

GG. **“Work Order Amount”** refers to the amount of funds that is authorized for payment via each authorized Work Order. The amount that a Member may pay to the Contractor for Work provided pursuant to each authorized Work Order shall not exceed the Work Order Amount stated therein.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in the Contract Documents to the Member's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.

3. Termination Other Than for Cause

A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC may terminate this Master Agreement and a Member may terminate its Work Order in whole or in part at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

B. If the AOC terminates all or a portion of this Master Agreement or a Member terminates all or a portion of its Work Order other than for cause, the AOC or Member terminating shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the Work Order Amount(s) applicable to the terminated portion of the Project(s).

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4. Member's Obligation Subject to Availability of Funds

- A. The Member's obligation under this Master Agreement is subject to the availability of authorized funds. A Member may terminate any part of its Work Order, without prejudice to any right or remedy of the Member, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Master Agreement, any individual Work Order or in any Amendment, the AOC may, upon written Notice to the Contractor, terminate this Master Agreement, or a Member may terminate its individual Work Order in whole or in part. Such termination shall be in addition to the AOC's or Member's rights to terminate for convenience or default.
- B. Payment from the Member shall not exceed the amount allowable for appropriation by Legislature. If a Work Order is terminated for non-appropriation:
 - i. The Member will be liable only for payment in accordance with the terms of this Master Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Work Order as are affected by the termination.
- C. Funding for a Work Order in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Master Agreement. Should such an appropriation not be approved, the Work Order or the affected parts will terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. A Member may, at any time, by issuing a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of its own Work Order, for a period up to ninety (90) Days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. A Member may not issue a Stop Work Order for another Member. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Member shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Master Agreement.

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- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Member shall make an equitable adjustment in the delivery schedule, the applicable Work Order Amount, and the Work Order shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of the Work Order; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Member decides the facts justify the action, the Member may receive and act upon a proposal submitted at any time before final payment under this Master Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Member's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the AOC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Master Agreement Terms and Options to Renew

- A. The Master Agreement shall remain in effect from **May 1, 2010** through **April 30, 2011** ("Initial Term").
- B. The parties agree that the AOC may elect to extend the Master Agreement for up to four (4) consecutive optional one-year terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. **May 1, 2011** through **April 30, 2012** ("First Option Term").
 - ii. **May 1, 2012** through **April 30, 2013** ("Second Option Term").
 - iii. **May 1, 2013** through **April 30, 2014** ("Third Option Term").
 - iv. **May 1, 2014** through **April 30, 2015** ("Fourth Option Term").
- C. In the event the AOC elects to exercise an option to extend the Master Agreement, the Master Agreement will not exceed a total of five years, as set forth in this provision, and the parties will modify the Master Agreement via bilateral execution of an Amendment to the Master Agreement.
- D. In the event any option term is exercised under this Master Agreement, the rates applicable for the option term shall not increase by more than the percentage increase of the Consumer Price Index (CPI).

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7. Agreement Administration/Communication

A. AOC Project Management

- i. The AOC's Project Manager assigned to this Master Agreement shall be Malcolm Franklin, who will be responsible for monitoring and evaluating the Contractor's performance as a representative of the AOC. The Member issuing the Work Order will be responsible for receipt and acceptance of goods and payment pursuant to the terms and conditions set forth in this Master Agreement and specifications of the Work Order. Where applicable, the AOC's Project Manager or the Member's Project Manager shall determine Acceptance of the Work in accordance with this Exhibit's paragraph 10, Acceptance of the Work. All requests and communications regarding the Work shall be made through the Member's Project Manager, unless otherwise designated.
- ii. For a particular Work Order, the Member's Project Manager, identified therein, shall be responsible for day-to-day management of that Work Order. The Member's Project Manager will consult with any designee(s) to determine if the Contractor has satisfactorily performed the Work in accordance with the terms and conditions of the Agreement.

B. Communications with the AOC

- i. Any Notice from the Contractor to the AOC in regards to this Master Agreement shall be in writing and shall be delivered to the AOC's Project Manager as follows:

Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Attn: Malcolm Franklin,
Sr. Manager, Emergency Response and Security

- ii. Other than for Notices, the AOC's Project Manager may be contacted as follows:

Telephone: 415-865-8830
Facsimile: 415-865-8990
Email: malcolm.franklin@jud.ca.gov

- iii. Any Notice from the Contractor to the Member in regards to an authorized Work Order shall be in writing and shall be delivered to the Member's Project Manager set forth in a Work Order.

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C. Communications with the Contractor

- i. Any Notice to the Contractor shall be directed in writing to:

StopTech Ltd.
365 Industrial Drive,
Harrison, OH 45030
Attn: Joel Hern,
Contractor's Project Manager

8. Authorization to Work

The AOC does not guarantee or represent that the Contractor will receive from either the AOC or a Member a specific volume of Work, a specific total Work Order Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the Members may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

9. Standard of Professionalism

The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

10. Acceptance of the Work

- A. The Member's Project Manager shall be responsible for approving Work required pursuant to this Master Agreement and its Work Order, including issuing Acceptance of Work, as necessary. Prior to approval of Work and prior to approval for payment for such Work, the Member's Project Manager will apply the Acceptance Criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Any failure to satisfy the Acceptance Criteria will be resolved as set forth in this provision.
- B. The following criteria shall be used to determine acceptability of the Work provided ("**Acceptance Criteria**"):
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the components, Data, Materials, Tasks, Deliverables, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard) and specifications set forth in this Contract, as applicable.

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- C. The Contractor shall provide the Work in accordance with direction from the Member's Project Manager. The Member shall accept the Work, provided the Contractor has delivered the Work in accordance with the Acceptance Criteria.
- D. The Member's Project Manager will notify the Contractor of the Work's acceptability in writing. Although the Member's Project Manager may approve all Work using Attachment 1, Substantial Completion and Acceptance Signoff Form, the Member's Project Manager will use Attachment 1 to indicate acceptability of the following Work: delivery and configuration of a Centurion Scout® Mobile Security System, or delivery, configuration, and installation of a Centurion® Wireless Security System at a Court Site. For installed Work, specifically, the Member's Project Manager must first determine Substantial Completion of such Work, prior to Acceptance, as follows.
 - i. The Member's Project Manager shall make a determination of Substantial Completion, and will issue Substantial Completion at the time it is achieved, using Attachment 1, and will provide the Contractor with a copy of that document.
 - ii. If the Member's Project Manager provides a Punch List to the Contractor after Substantial Completion, then the Contractor must demonstrate that all the items listed on the Punch List have been completed or corrected prior to applying for Acceptance of the Work. The Member reserves the right to add to, modify, or change the Punch List as circumstances dictate. Failure to include any item on the Punch List does not relieve the Contractor of responsibility to complete or correct the Work in accordance with this Master Agreement.
 - iii. The Member's Project Manager will issue Acceptance of the Work at the time it is achieved using Attachment 1, and will provide the Contractor with a copy of that document.
 - iv. Should the Member's Project Manager determine that no Punch List will be required, the Member's Project Manager may opt to forgo determination of Substantial Completion and determine Acceptance.
- E. The Member's Project Manager shall approve Work, including issuing Acceptance of Work, as necessary, provided the Contractor has delivered the Work in accordance with the Acceptance Criteria. However, if the Member's Project Manager rejects any Work provided, the Member's Project Manager shall submit the rejection to the Contractor in writing. The Member's Project Manager will use Exhibit F, Attachment 1, Substantial Completion and Acceptance Signoff Form, or a substantially similar document, to describe in detail the failure of the Work as measured against the Acceptance Criteria. The Contractor shall have a period of ten (10) business days from receipt of the notification of rejection to correct the stated failure(s) to conform to the Acceptance Criteria.
- F. If the Member's Project Manager requests further change, the Contractor shall meet with the Member's Project Manager, within three (3) business days of such request,

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to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the Member and a principal of the Contractor, as set forth in subparagraph G, below.

- G. If agreement cannot be reached between the Member's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the Member, or designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Member, or designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or designee, in the reasonable time established by the Administrative Director, the Member may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the AOC may terminate this Master Agreement, or a Member may terminate the applicable Work Order, pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A. Termination does not relieve the AOC or Member of liability for wrongfully rejected Work.

11. Contractor's Personnel--Replacement

- A. The AOC reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the AOC under this Master Agreement if in the AOC's opinion, the performance of the Contractor's personnel is unsatisfactory. The AOC agrees to provide Notice to the Contractor in the event it makes such a determination. If the AOC exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's personnel become unavailable during a term of this Master Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Master Agreement. However, the Contractor may, with approval of the AOC's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.
- D. If any of the Contractor's personnel become unavailable during the term of this Master Agreement, the Contractor will supply a substitute acceptable to the AOC's Project Manager.
- E. If any of the Contractor's personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the AOC, the AOC may terminate this Master Agreement for cause pursuant to Exhibit A, Standard Provisions paragraph 3.

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12. AOC, Members and Third Party Contractors

In providing the Work of this Master Agreement, the Contractor may work in conjunction with the AOC, Member(s), as well as their Third Party contractors and consultants.

13. Third Party Representation

The AOC has the authority to act on behalf of the Purchasing Group with respect to entering into, amending, or terminating this Master Agreement.

14. Subcontracting

A. The Contractor shall not subcontract this Master Agreement or services provided under this Master Agreement, unless the AOC agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Master Agreement. No party to this Master Agreement shall in any way contract on behalf of or in the name of the other party to this Master Agreement.

B. The Contractor shall not subcontract a Work Order or services provided under a Work Order, unless the Member agrees to the subcontracting in writing. No party to a Work Order shall in any way contract on behalf of or in the name of the other party to the Work Order.

15. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the AOC or Member to exercise its audit rights set forth below.

16. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Master Agreement for a period in accordance with California state and federal law, a minimum retention period being no less than four (4) years after final payment under this Master Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.

17. Audit

The Contractor shall permit the authorized representative of the AOC, Member, or their designees or both at any reasonable time to inspect or audit all Data relating to performance and billing to the AOC or Member under this Master Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Master Agreement.

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18. Changes and Amendments

Changes or Amendments to any component of the Master Agreement can be made only with prior written approval from the AOC's Project Manager. Changes or Amendments to any component of a Work Order can be made only with prior written approval from the Member's Project Manager. 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. Additional funds may not be encumbered under a Work Order due to an act of Force Majeure, although the performance period of the Work Order may be amended due to an act of Force Majeure. After the AOC's or Member's Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Master Agreement shall be authorized via bilateral execution of a Standard Amendment Coversheet. Amendments to Work Orders shall be authorized via bilateral execution of a Member's amendment form.

19. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Master Agreement. The Contractor shall 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; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Master Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the State of residency.
 - ii. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
 - iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

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- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the AOC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the AOC and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Master Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The AOC, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the Members are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Master Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the AOC, its officers, officials, employees and agents as well as the officers, officials, employees and agents of the Members. Any insurance and/or self-insurance maintained by the AOC or the Members, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall 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. The Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required coverages before Contractor begins any Work under this Master Agreement, and complete copies of each policy upon the AOC's request.
- F. Acceptability of Insurers. Unless otherwise approved by the AOC:
- i. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VIII, or, if not rated with A.M. Bests, with minimum surpluses the equivalent of A.M. Bests' surplus size VIII.
- G. Subcontractors. The Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Master Agreement shall be subject to all of the requirements stated herein.
- H. For Site installation Work, the Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions and job site safety. The Contractor shall comply with all applicable federal, state, and local safety regulations governing the job site, employees, and Subcontractors. The Contractor shall be responsible for any Subcontractor's compliance with these provisions.
- I. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the AOC of cancellation, nonrenewal, and

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reduction in coverage, within thirty (30) Days, mailed to the following address:
Judicial Council of California, Administrative Office of the Courts, Business
Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102.

20. Confidentiality

- A. Both the AOC and the Contractor acknowledge and agree that in the course of performing the Work under this Master Agreement, the AOC or Members may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the AOC's or Member's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the AOC's or Member's Project Manager, representatives of the AOC that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Master Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Master Agreement.

21. Delivery Transactions

- A. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Member for any equipment, hardware, Materials, or components to be shipped to the Member Site, unless it is expressly included in a Work Order.
- B. For any items shipped to the Member Site, the Contractor shall provide the delivery transaction as "Free on Board" (FOB) destination, freight paid or "Delivered Duty Unpaid" (DDU) destination, unless otherwise shown on a Work Order. If the parties agree to another delivery transaction, such as "FOB Shipping Point" transaction or "Carriage Paid To" (CPT) destination, the Contractor shall arrange for lowest-cost transportation, pre-pay and add freight to its invoice, and furnish supporting freight bills over \$25.00, if requested by the applicable Member's Project Manager.
- C. Unless otherwise specified in a Work Order, the Contractor shall ship using United Parcel Service. Each shipment must be identified with the Master Agreement number, the Work Order number, and applicable part number(s) and quantity. Any

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itemized packing slip bearing the Member's Work Order number as shown thereon must be left with the shipment to insure receipt. Type of delivery transaction and applicable costs must be identified on each Work Order requiring shipments, as appropriate, and invoiced accordingly. The Member shall be obligated to pay only for actual shipping costs.

22. Risk of Loss

Risk of loss shall remain with the Contractor until Acceptance, as specified in the Acceptance of Work provision in this Exhibit.

23. Ownership of Data & Materials

- A. Any interest of the Contractor in the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the AOC or the Courts. Upon the AOC's or Member's written request, the Contractor shall provide the AOC or the Member with the requested Data and Materials within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data and Materials. The Contractor shall not publish or reproduce such Materials in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the AOC or the Member, as appropriate.
- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the AOC's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the AOC and the Purchasing Group, a royalty-free, fully paid, worldwide, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the

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Contractor and, except for the license expressly granted herein, the AOC shall acquire no right or interest in such property.

- D. The AOC and the Purchasing Group shall have the right to use the Material and Data that result from the Work of this Master Agreement, as it deems appropriate, however the parties acknowledge that the Work is intended for internal use of the AOC and its contingents. The AOC and Purchasing Group may use the Materials or Data in conjunction with other works or works at its sole discretion.

24. Protection of Proprietary Software and Other Proprietary Data

- A. The AOC agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the AOC and Member's exclusive use by the Contractor, or any Subcontractor or agent for the purposes of this Master Agreement only. All such proprietary Data shall remain the property of the Contractor. The AOC agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The AOC will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The AOC agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Master Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

25. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Purchasing Group and the AOC, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the AOC or the Purchasing Group of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the AOC shall permit the Contractor at its option and expense either to procure for the AOC or Purchasing Group the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the AOC shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the AOC or Purchasing Group in procuring substitute Data or

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Materials. If, in the sole option of the AOC, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Master Agreement impractical, the AOC shall then have the option of terminating this Master Agreement, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the AOC has paid the Contractor less any reasonable amount for use or damage.

- C. The Contractor shall have no liability to the Purchasing Group or the AOC under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
- i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the AOC of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that AOC or Purchasing Group funds will not be used in the performance of this Master Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. The foregoing states the entire liability of the Contractor to the Purchasing Group and the AOC with respect to infringement of patents, copyrights, or trade secrets.

26. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the AOC or Member without prior review and written permission by the AOC or Member.

27. Limitation on AOC's and Purchasing Group's Liability

The AOC or Purchasing Group shall not be responsible for loss of or damage to any non-AOC, non-Purchasing Group equipment arising from causes beyond the AOC's or Purchasing Group's control.

28. Use of AOC or Purchasing Group Provided Equipment

Neither the AOC nor the Purchasing Group shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the AOC or the Purchasing Group.

29. Limited Warranty for each Centurion® Wireless Security System and Centurion Scout® Mobile Security System

- A. The Contractor shall provide the Member with limited warranty on each Centurion® Wireless Security System and Centurion Scout® Mobile Security System, as set forth herein, purchased pursuant to this Master Agreement. The Contractor has the sole right to provide the Member with such limited warranty on behalf of Response Technologies, Ltd. of Harrison, Ohio.
- B. The limited warranty shall be a guarantee that each Centurion® Wireless Security System, delivered, configured, and installed at a specified Site by the Contractor for the Member, is in new condition and is warranted against defects in materials or workmanship for a period of two (2) years from the date of Acceptance. The parties agree that the conditions of the limited warranty may be extended beyond such two (2) year period upon purchase of extended period(s), as set forth in Exhibit F, Attachment 4, Pricing Schedule.
- C. The limited warranty shall be a guarantee that each Centurion Scout® Mobile Security System, delivered and configured at a specified Site for by the Contractor for the Member, is in new condition and is warranted against defects in materials or workmanship for a period of one (1) year from the date of Acceptance. The parties agree that the conditions of the limited warranty may be extended beyond such one (1) year period upon purchase of extended period(s), as set forth in Exhibit F, Attachment 4, Pricing Schedule.
- D. Response Technologies, Ltd. agrees to repair or replace, at its sole option, any Centurion® Wireless Security System or Centurion Scout® Mobile Security System for which this limited warranty is applicable.
- E. In order to obtain service under limited warranty, the Member must contact StopTech, Ltd., at 365 Industrial Drive, Harrison, Ohio 45030 or by telephone at (800) 537-0102.
- F. The limited warranty *excludes* coverage for the following:
 - i. Any Centurion® Wireless Security System or Centurion Scout® Mobile Security System subject to abuse, alteration, mishandling, or damages or malfunctions due to electrical current fluctuation or electrical interference, environmental conditions, or damage due to fire, flood and the like.

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- ii. Any Centurion® Wireless Security System or Centurion Scout® Mobile Security System on which service was performed by an unauthorized person or on which the serial number has been defaced or detached.
- iii. Any component of either Centurion® Wireless Security System or Centurion Scout® Mobile Security System, including radios, alert buttons, sensors, and repeaters which are covered by a warranty from the original manufacturer of such component.

G. THE SOLE AND EXCLUSIVE REMEDY FOR OR IN CONNECTION WITH THE FAILURE OF ANY CENTURION® WIRELESS SECURITY SYSTEM OR CENTURION SCOUT® MOBILE SECURITY SYSTEM IS LIMITED TO THE SPECIFIC LIMITED WARRANTY SET FORTH HEREIN. IN NO EVENT SHALL RESPONSE TECHNOLOGIES, LTD. OR ANY OTHER DISTRIBUTOR OR SELLER OF THE CENTURION® WIRELESS SECURITY SYSTEM OR CENTURION SCOUT® MOBILE SECURITY SYSTEM BE LIABLE FOR (I) DAMAGE TO PERSONS OR OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT; (II) DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, OR ANY OTHER LOSS CAUSED BY THE FAILURE OF CENTURION® WIRELESS SECURITY SYSTEM OR CENTURION SCOUT® MOBILE SECURITY SYSTEM; OR (III) ANY OTHER DAMAGES, WHETHER INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR OTHERWISE. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. Should a Member elect to purchase extended limited warranty for a Centurion® Wireless Security System or Centurion Scout® Mobile Security System, pursuant to this Master Agreement, upon such purchase, the Contractor shall extend the conditions of this limited warranty for such Centurion® Wireless Security System or Centurion Scout® Mobile Security System to the Member.

30. Warranty Continuation

All warranties for products and/or services set forth in Attachment 5, Continued Warranted Products and Services, which were purchased under a previous master agreement number 1011396, as amended, and in effect upon the expiration of master agreement number 1011396 shall, upon the Effective Date of this Master Agreement number MA200912, continue without interruption of warranty coverage for the remaining warranty period as specified in Attachment 5. Upon expiration of a warranty set forth in Attachment 5, a Member may then purchase additional extended warranties under the terms of this Master Agreement.

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31. Service and Component Part Warranty

- A. The Contractor warrants and represents that each of its employees, Subcontractors, independent contractors, or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Master Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services performed hereunder will conform to the requirements of this Master Agreement.
- B. With respect to all warranties, express or implied, for Work performed hereunder or materials, software, equipment, or other component part furnished, the Contractor shall:
 - i. Obtain all warranties that would be given in the normal course of business from the supplier and/or manufacturer;
 - ii. Upon Acceptance of Work, require all warranties be executed, in writing, for the benefit of the Member; and
 - iii. Enforce all warranties for the benefit of the Members.

32. Conflict of Interest

- A. The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Master Agreement or the Work of this Master Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Master Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former Member employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

33. Covenant Against Gratuities

The Contractor warrants by signing this Master Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the AOC or Member with a view toward securing the Master Agreement or Work Order or securing

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favorable treatment with respect to any determinations concerning the performance of the Master Agreement or Work Order. For breach or violation of this warranty, the AOC will have the right to terminate the Master Agreement, and a Member will have the right to terminate its Work Order, either in whole or in part, and any loss or damage sustained by the AOC or Member in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the AOC and Purchasing Group provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. National Labor Relations Board

By executing this Master Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

35. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

36. Nondiscrimination/No Harassment Clause

- A. During the performance of this Master Agreement, the 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. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Master Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Master Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Master Agreement by reference and made a part of it as if set forth in full.

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- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

37. Americans with Disabilities Act

By signing this Master Agreement, Contractor assures the AOC that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

38. Public Works/Prevailing Wages

A "public works" project is the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind. If the Contractor performs any activity under this Master Agreement that falls within the foregoing definition, the Contractor shall be required by law to pay its employees an amount not less than the "prevailing rates of wage," as specified by the California State Department of Industrial Relations, if applicable. The Contractor shall indemnify and hold the AOC and Members harmless from any claims related to the payment or non-payment of such wages by the Contractor.

39. Protection of Utilities

The Contractor shall protect from damage public and private utilities encountered during the Work of this Master Agreement or Work Order. Prior to beginning Work, the Contractor shall give proper notification to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities, and structures.

40. Hazardous Materials

- A. Should the Contractor's personnel, during the course of a Site survey or during an approved installation, encounter hazardous materials (hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives, and other materials defined as hazardous or dangerous wastes), the Contractor's installers shall not disturb such materials, but should immediately contact the AOC's or Member's Project Manager to determine an alternative installation plan that will not disturb those or other hazardous materials.

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- B. If some or all of the equipment or Materials being provided by Contractor are on CAL OSHA's "Hazardous Substances List," the Contractor must forward a completed Material Safety Data Sheet (MSDS).

41. Safety

The Contractor shall maintain the Work Sites and perform the Work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and safety regulations issued by the California Department of Industrial Relations.

42. Compliance with Laws, Regulations, Licenses and Permits

The Contractor shall comply with and give Notices required by all laws, ordinances, codes, rules, regulations including but not limited to those relating to environmental pollution prevention, historic site preservation, and preservation of public natural resources. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary for the conduct of the Work. The costs for all such compliance shall be inclusive in the pricing set forth in this Master Agreement.

43. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

44. Severability

If any term or provision of this Master Agreement is found to be illegal or unenforceable, the remainder of this Master Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

45. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Master Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

46. Signature Authority

The parties signing this Master Agreement certify that they have proper authorization to do so.

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47. Survival

The termination or expiration of the Master Agreement or Work Order shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Master Agreement or Work Order prior to or subsequent to such termination or expiration, except as expressly provided herein.

48. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the AOC.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. Compensation

- A. In consideration for providing the Work of this Master Agreement, as set forth in any authorized Work Order, the Member shall compensate the Contractor for the actual cost, in accordance with the pricing conditions set forth in this Exhibit, in an amount not to exceed the Work Order Amount set forth in such Work Order. In no event shall the Member pay the Contractor an amount in excess of the total Work Order Amount, or for any goods or services not actually received by the Member, or expenses not actually incurred by the Contractor.
- B. Except for allowable miscellaneous charges associated with delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, and taxes, which shall be set forth in a Work Order, if applicable, the pricing set forth in any authorized Work Order shall match the applicable pricing set forth in this Exhibit.
- C. The Work Order Amount, set forth in each Work Order, shall be inclusive of any and all labor, services, equipment, software, hardware, overhead, profit, materials, fees, warranties, shipping, handling, insurance, taxes, travel and related expenses, and other costs necessary to provide the Work. Any Subcontractor rates and prices must be set forth in a Work Order as fully burdened, inclusive of any mark-ups, as well.
- D. The Contractor shall not request nor shall the AOC consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

2. Pricing

Exhibit F, Attachment 4, Pricing Schedule, sets forth the pricing allowable under this Master Agreement for components, installation, miscellaneous charges, extending limited warranty, and service not covered by limited warranty.

3. Allowable Expenses

- A. With the exception of travel and per diem pertaining to installation of Centurion Wireless® Security System at a Site, and provided such expenses have been authorized in advance by a Work Order, the Member shall reimburse the Contractor for allowable transportation, meals, and lodging expenses associated with providing necessary services requested by the Member, as follows:

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- i. The Member shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform necessary services requested by the Member under its Work Order.
- ii. The Contractor shall submit a written travel plan to the Member's Project Manager, prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
- iii. For necessary air transportation, the Member will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Member's Project Manager agrees otherwise in writing.
- iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the Member will reimburse the Contractor for reasonable actual meal and lodging expenses as set forth in Exhibit F, Attachment 4, Pricing Schedule.
- v. The Member will reimburse the Contractor for reasonable ground transportation expenses at the applicable IRS approved rate per mile.
- vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- vii. The total amount the Member may pay the Contractor for allowable expenses shall be set forth in an applicable Work Order and included in the Work Order Amount for that Work Order.

4. Unallowable Expenses

The AOC or Member shall not consider reimbursement for costs or expenses not defined as allowable in this Master Agreement. The AOC and Purchasing Group is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work provided pursuant to each authorized Work Order issued pursuant to this Master Agreement on a frequency of not more than once per month. Work and allowable expenses must be approved by the Member's Project Manager prior to payment, in accordance with Exhibit B, Special Provisions, paragraph 10, Acceptance of the Work and this Exhibit. In the event of multiple Work Orders, the Contractor shall provide a separate invoice for each Work Order. After receipt of the invoice, the Member will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

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- B. Unless specified otherwise in the Member's Work Order, the Member will make payment in arrears after receipt of the Contractor's properly completed invoice. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable actual costs and/or expenses for the preceding month and shall include the following:
- i. The Master Agreement number;
 - ii. The Work Order number;
 - iii. An unique invoice number;
 - iv. The Contractor's name and address;
 - v. The taxpayer identification (the Contractor's federal employee identification number);
 - vi. A description of the completed Work, including applicable description of purchase, including part number(s) and quantity; Site location; installation; period(s) of extended limited warranty purchased by AOC for Centurion Wireless® Security System(s); and/or number of service hours worked, as appropriate;
 - vii. The appropriate contractual charges, including the pricing for applicable components, installation, extended limited warranty for Centurion Wireless® Security System(s), service not covered by limited warranty, and miscellaneous charges, such as taxes, shipping, and insurance, etc., if appropriate and allowable under this Master Agreement;
 - viii. An identification of any applicable credit or discount;
 - ix. Charges for travel and related expenses, and the appropriate receipts for the reimbursement of allowable expenses, if the Work Order provides for reimbursement of allowable expenses; and
 - x. A preferred remittance address, if different from the mailing address.
- C. For Work Orders issued by the AOC, the Contractor shall submit one (1) original and two (2) copies of invoices and completed and signed Substantial Completion and Acceptance Signoff Forms to:
- Judicial Council of California
Administrative Office of the Courts
Attn: Emergency Response and Security
455 Golden Gate Avenue
San Francisco, CA 94102-3688
- D. For Work Orders issued by Members other than the AOC, the Contractor shall submit one (1) original and two (2) copies of invoices and completed and signed Substantial Completion and Acceptance Signoff Forms to the Member's Project Manager set forth in the Work Order.

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- E. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.
- F. The AOC and Member shall pay the Contractor net forty-five (45) days, after the receipt of correct and accurate invoice, as set forth in this provision. In no event shall the AOC or a Member be liable for interest or late charges for any late payments.

6. Payment Does Not Waive Responsibility for Professional Work

The granting of any payment by the AOC or Member as provided in any Work Order shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to the requirements of this Master Agreement shall be rejected and shall be replaced by the Contractor without delay.

7. Disallowance

If the Contractor claims or receives payment from the AOC or Member for a service or reimbursement that is later disallowed by the AOC or Member, the Contractor shall promptly refund the disallowed amount to the AOC or Member upon the AOC or Member's request. At its option, the Member may offset the amount disallowed from any payment due or that may become due to the Contractor under this Master Agreement or any other agreement.

END OF EXHIBIT

EXHIBIT D
WORK ORDER ADMINISTRATION

1. Background and Objective

- A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.
- B. Response Technologies, Ltd. is the original equipment manufacturer of the Centurion® Wireless Security System and Centurion Scout® Mobile Security System; StopTech, Ltd. is the sole authorized distributor of these systems. This wireless security system contains the exclusive feature of an internal voice modem that serves several key functions. The voice modem provides the capability of sending location specific voice and text messages to any land line or cell phone. Further, the internal modem allows authorized technicians to access the system remotely in order to expand the number of messages as system requirements increase, perform operating system diagnostics, and upgrade the operating software.
- C. The Work to be Performed by StopTech Ltd. under this Master Agreement includes providing all of the equipment, hardware, services, and labor necessary for installing, configuring, and testing wireless security system capacity at Sites throughout California, and to provide staff training in the use and operation of such systems. The scope of each Project will depend on the size and needs of each Site. A Work Order will detail the specifics of each Project including facility address, specific equipment and/or hardware required to complete the Project, specific locations within the facility for duress buttons, installation requirements, applicable pricing for the Project, and the completion date for the Project.

2. General Description of Work

- A. The AOC anticipates that the Purchasing Group may order from the Contractor the types of Work set forth in this Exhibit.
- B. The AOC makes no representations about the amount of Work that may be ordered from the Contractor hereunder. Work to be performed for any specific Project will be determined, as needed, and authorized via an authorized Work Order, under direction from the AOC's or Member's Project Manager, or a designee identified in each Work Order.

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- C. The examples set forth below are intended to demonstrate the types of Work the AOC anticipates the Purchasing Group may require the Contractor to provide, if authorized in a Work Order. The AOC anticipates the Work may include the following categories:
- i. Site surveys. The Contractor will conduct thorough Site surveys at no cost at each Site to determine the proper equipment necessary to secure the building. The Contractor shall determine and propose the appropriate number of location-specific messages, duress/panic buttons and/or sensors, and wireless repeaters required for each Site. Once the proper equipment is determined and radio information (e.g. frequencies and PL Tone) is acquired, a Work Order will be generated as further set forth in this Exhibit.
 - ii. Centurion Scout® Mobile Security System and other associated components, including purchase, configuration, testing, and training. The Contractor will provide the system and components purchased per requirements set forth in a Work Order. Each Work Order will specify delivery requirements. The Contractor will configure and test the Centurion Scout® Mobile Security System purchased by the Member, as required, and provide applicable training to Member staff at no additional charge.
 - iii. Centurion® Wireless Security System and other associated components, including purchase, installation, configuration, testing, and training. The Contractor will provide the system and components purchased per requirements set forth in a Work Order. Each Work Order will specify delivery requirements. The Contractor will install and configure the Centurion® Wireless Security System at the Site designated in a Work Order. The length and time of installation will vary depending on the size of the facility, number of duress/panic buttons, number of repeaters, and building accessibility. The completion dates pertaining to each Project will be determined per facility and set forth in an applicable Work Order. The Contractor will provide staff training to Member during the installation phase of the Project, at no additional charge. The system has a sensor signal monitoring function that performs a self-diagnostic. Should the self-diagnostic display an error, the Contractor will implement an analysis via built-in modem, at no charge. The Contractor will perform full diagnostic analysis and corrections via remote access. The Contractor will provide a toll free number, at no additional charge, available for technical support as part of the system purchase. Upon the completion of the installation process, the Contractor will perform an overarching test of the equipment in order to ensure that it is functioning properly.
 - iv. Service. If requested, the Contractor will provide customer service and support either at the Contractor's manufacturing facility or at a Site, as appropriate. If Contractor's assistance is necessary at a Site, the Contractor will be available to provide that assistance within forty-eight (48) hours. The parties will address minor functional problems via the internal modem provided by the Contractor, which will allow its factory authorized technician to expand the

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number of messages as system requirements increase; perform operating system diagnostics and repair; and/or upgrade operating software. The parties will also address major functional problems via the internal modem provided by the Contractor, initially. If the problem cannot be fixed via the modem, the Member should ship the central control unit to the Contractor, via overnight service, for repair at its manufacturing facility. Upon service completion, the Contractor will ship the central control unit back to the Member via overnight service in order to re-secure the building in a timely manner. The Contractor will assume full responsibility for shipping and handling charges on all products that are under warranty; however, if out of warranty, the Member shall assume responsibility for shipping and handling expenses. If for some reason the central control unit cannot be shipped back to the Contractor for repair, arrangements can be made for a Site service call by a factory authorized technician. Services performed, which are not covered under limited warranty, as set forth in paragraph 29 of Exhibit B, Special Provisions, will be charged in accordance with terms set forth in Exhibit C, Payment Provisions.

3. Contractor's Responsibilities

- A. The **Contractor's Project Manager** will have the following responsibilities for any Work to be provided under this Master Agreement or Work Order:
- i. Serve as overall manager for Project assignments and give direction to staff and Subcontractors, if any, assigned to the Project.
 - ii. Work with AOC's or Member's Project Manager to develop and implement Project schedule(s).
 - iii. Manage resolution of any contractual and compensation issues.
 - iv. Manage the Work to ensure successful completion and Acceptance.
 - v. Proactively anticipate Project deviations and be responsible for taking immediate corrective action.
 - vi. Proactively assist with resolution of any AOC or Member dissatisfaction with any aspect of the Work.
 - vii. Coordinate quality control measures of all Work.

4. AOC's or Member's Responsibilities

- A. The **AOC's Project Manager** will have the following responsibilities under this Master Agreement:
- i. Administer Contractor's performance of this Master Agreement.
 - ii. Work with Contractor to resolve any issues relating to this Master Agreement.

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iii. Provide on-going status reports to AOC or Member management and escalate issues requiring resolution to AOC or Member management as needed.

B. The **Member's Project Manager** will have the following responsibilities under a Work Order:

- i. Administer Contractor's performance of its Work Order(s) issued pursuant to this Master Agreement.
- i. Work with Contractor to conceive Project overview.
- ii. Work with Contractor to resolve issues relating to a Work Order.
- iii. Assign and coordinate Member resources in support of the Work.
- iv. Provide on-going status reports to the AOC Project Manager and Member management and escalate issues requiring resolution to the AOC Project Manager or Member management as needed.
- v. Review and approval of Contractor's Work and invoices.

5. Work Order Amount

- A. The parties shall use the appropriate pricing set forth in Exhibit C, Payment Provisions, to determine the Work Order Amount incorporated into a Work Order.
- B. In no event will the Member pay more than the Work Order Amount set forth in the authorized Work Order unless an Amendment for such Work Order is executed.
- C. The Work Order Amount in any Work Order is only authorized for payment of Work provided in accordance with that Work Order and cannot be used for other purposes, including payment of other Work Orders.

6. Authorized Work Order

- A. All Work performed under this Master Agreement will be authorized only via an authorized Work Order.
- B. Each Work Order shall identify the equipment, hardware, services, labor and and/or other items that will be necessary to provide any particular Contract Work set forth in a Work Order.
- C. If there is a need to revise the approved specifications or scope of the Work set forth in an executed Work Order, or the schedule for completing the Work, or price, the parties may amend the Work Order in writing, or execute a new Work Order, in accordance with the terms and conditions of this Master Agreement. No Work Order shall amend the terms and conditions of this Master Agreement.

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- D. Any commencement of performance of Work prior to the Contractor's receipt of the authorized Work Order shall be done so at the Contractor's own risk.
- E. All Work Orders are subject to the terms and conditions of this Master Agreement. In the event of a conflict between a Work Order and this Master Agreement, this Master Agreement shall prevail.

END OF EXHIBIT

EXHIBIT E
PRODUCT SPECIFICATIONS

1. Centurion® Wireless Security System Specifications

The Centurion® Wireless Security System comprises the following features and specifications:

- A. Ability to broadcast 255 unique location specific messages (which are unique, programmable, location-specific packet of voice/data information that are transmitted to officers' two-way radios, pagers, and/or phones), in a single stand-alone wireless unit, with an *unlimited* number of addressable sensors.
- B. 386ex based System Platform which enables immediate alarm processing.
- C. Internal MultiTech Systems, model # MT5656SMI Voice modem; capable of sending location specific voice/text messages to any phone. (Land line or Cell Phone). Must be capable of sending voice alarm to 8 unique phone numbers.
- D. System must have priority transmission settings (radio/phone/text).
- E. Ability to interface with any existing radio system: UHF, VHF, 800 and 900 MHz and any trunking system.
- F. Up to 1980 seconds of message record time in a single, stand-alone unit.
- G. Sensor Signal Monitoring System:
 - i. Sensor "tamper", "low battery" and "missing" events are monitored and recorded in Alarm History Log.
 - ii. Continuous "signal strength level" monitoring of events can be displayed on LCD; providing assurance of Centurion® sensor monitoring performance.
- H. Flexible scheduling of sensor zones that allow for automatic enabling and disabling based on user defined schedules: minute, hour and day of the week.
- I. Remote access capable - Internal modem to allow authorized technician to access the system remotely in order to:
 - i. Expand the number of messages as system requirements increase.
 - ii. Perform operating system diagnostics.
 - iii. Upgrade operating software.
- J. Voice prompts for system activation and set-up.

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- K. Microphone/speaker to record voice messages and playback.
- L. Four (4) internal Communication Ports, that are available to connect to an external PC in order to monitor alarms, view and print event log, engage system setup/configuration and forward of emergency text notifications.
- M. Communication Ports must include:
 - i. Serial
 - ii. USB
 - iii. Ethernet
 - iv. Modem
- N. Built-in DTMF Tone Encoder.
- O. Capable of handling a full-line of wireless, 900 MHz sensors.
- P. Designed to interface a second radio. Mounting space, electrical cabling and connectors are available to operate a second radio simultaneously at a different frequency than the primary radio.
- Q. System must be password protected.
- R. Onboard programming of system and sensors (no external keyboard or programming device required).
- S. The alarm system must be – FCC Class A Digital Device (company must provide verification documents) Verification Compliant – Title 47 of the CFR (Code of Federal Regulation), Part 15, Subpart B:
 - i. 15.107 (a) – Emission Limits.
 - ii. 15.109 (b) – Radiated Limits.
- T. Battery back-up that can continue system operation for 30 hours in the event of a power outage.
- U. Capable of broadcasting a message indicating that battery back-up failure is imminent and the system is shutting down. The system must protect the battery from full discharge.
- V. Battery charging system that charges the internal battery during 110V operation.
- W. Four (4) programmable relays that are available to activate external devices such as video cameras, lights, alarms, etc.
- X. Alarm history storage of the last 200 alarms in a circular nonvolatile buffer for review or printing.

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- Y. Control panel with a plain English LCD display including 4 lines with 20 characters per line.
- Z. Full-function 16-key keypad.
- AA. LCD Status Indicators that provide the following information:
 - i. Power Source – Indicates the type of system power (AC, DC).
 - ii. Battery Status – Indicates the battery condition (charged, charging or low battery).
 - iii. System Status – Armed or Disarmed.
 - iv. System Unit # – Indicates unique identification for every system.
 - v. Sensor Number – Indicates which sensor has been activated.
 - vi. Log – Indicates that an event has occurred since last viewing the Alarm Log.
- BB. Dimensions of Central Control Unit: 12''w x 15 '' h x 5.5 '' d.

2. Centurion Scout® Mobile Wireless Security System Specifications

The Centurion Scout® Mobile Wireless Security System must have the following features and specifications:

- A. Ability to broadcast 6 unique location specific messages (which are unique, programmable, location-specific packet of voice/data information that are transmitted to officers' two-way radios, pagers, and/or phones), in a single stand-alone wireless unit, with an unlimited number of addressable sensors.
- B. 386ex based System Platform which enables immediate alarm processing.
- C. Internal MultiTech Systems, model # MT5656SMI Voice modem; capable of sending location specific voice/text messages to any phone. (Land line or Cell Phone). Must be capable of sending voice alarm to 8 unique phone numbers.
- D. System must have priority transmission settings (radio/phone/text).
- E. Ability to interface with any existing radio system: UHF, VHF, 800 and 900 MHz and any trunking system.
- F. Up to 820 seconds of message record time in a single, stand-alone unit.
- G. Sensor Signal Monitoring System:
 - i. Sensor "tamper", "low battery" and "missing" events are monitored and recorded in Alarm History Log.

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- ii. Continuous "signal strength level" monitoring of events can be displayed on LCD; providing assurance of Centurion® sensor monitoring performance.
- H. Flexible scheduling of sensor zones that allow for automatic enabling and disabling based on user defined schedules: minute, hour and day of the week.
- I. Remote access capable - Internal modem to allow authorized technician to access the system remotely in order to:
 - i. Perform operating system diagnostics.
 - ii. Upgrade operating software.
- J. Voice prompts for system activation and set-up.
- K. Microphone/speaker to record voice messages and playback.
- L. Four (4) internal Communication Ports, that are available to connect to an external PC in order to monitor alarms, view and print event log, engage system setup/configuration and forward of emergency text notifications.
- M. Communication Ports must include:
 - i. Serial
 - ii. USB
 - iii. Ethernet
 - iv. Modem
- N. Built-in DTMF Tone Encoder.
- O. Capable of handling a full-line of wireless, 900 MHz sensors.
- P. Designed to interface a second radio. Mounting space, electrical cabling and connectors are available to operate a second radio simultaneously at a different frequency than the primary radio.
- Q. System must be password protected.
- R. Onboard programming of system and sensors (no external keyboard or programming device required).
- S. The alarm system must be – FCC Class A Digital Device (company must provide verification documents) Verification Compliant – Title 47 of the CFR (Code of Federal Regulation), Part 15, Subpart B:
 - i. 15.107 (a) – Emission Limits.

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- ii. 15.109 (b) – Radiated Limits.

- T. Battery back-up that can continue system operation for 30 hours in the event of a power outage.

- U. Capable of broadcasting a message indicating that battery back-up failure is imminent and the system is shutting down. The system must protect the battery from full discharge.

- V. Battery charging system that charges the internal battery during 110V operation.

- W. Four (4) programmable relays that are available to activate external devices such as video cameras, lights, alarms, etc.

- X. Alarm history storage of the last 200 alarms in a circular nonvolatile buffer for review or printing.

- Y. Control panel with a plain English LCD display including 4 lines with 20 characters per line.

- Z. Full-function 16-key keypad.

- AA. LCD Status Indicators that provide the following information:
 - i. Power Source – Indicates the type of system power (AC, DC).
 - ii. Battery Status – Indicates the battery condition (charged, charging or low battery).
 - iii. System Status – Armed or Disarmed.
 - iv. System Unit # – Indicates unique identification for every system.
 - v. Sensor Number – Indicates which sensor has been activated.
 - vi. Log – Indicates that an event has occurred since last viewing the Alarm Log.

- BB. Housed in a rugged Pelican® case for safety and security.

- CC. Dimensions of System: 16 “ w x 13.5 ” h x 7 “ d.

END OF EXHIBIT

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EXHIBIT F
ATTACHMENTS

This Exhibit includes the following forms:

- 1) Attachment 1, Substantial Completion and Acceptance Signoff Form
- 2) Attachment 2, Sample Centurion® Wireless Security System Work Order Form
- 3) Attachment 3, Sample Centurion Scout® Mobile Security System Work Order Form
- 4) Attachment 4, Pricing Schedule
- 5) Attachment 5, Continued Warranted Products and Services

END OF EXHIBIT

EXHIBIT F
ATTACHMENT 1
SUBSTANTIAL COMPLETION AND ACCEPTANCE SIGNOFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Acceptance status:

- Unacceptable, as noted above.
 Substantial Completion is granted; issues to be addressed in Punch List.
 Acceptance is granted.

Name: _____

Title: _____


Date: _____

END OF FORM

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**EXHIBIT F
ATTACHMENT 2**

SAMPLE CENTURION® WIRELESS SECURITY SYSTEM WORK ORDER FORM



CUSTOMER INFORMATION

Ship To:
Name: _____
Address: _____
City: _____
State: _____
Zip: _____

Quote by: _____
Date: _____
(quote valid: 30 days from date above)

StopTech, Ltd. Fax: 513-202-0240

Bill To: _____
Address: _____
City: _____
State: _____
Zip: _____

SYSTEM CONFIGURATION	Part Number	Unit Price	Qty.	Total Price
Centurion Base Unit - ES				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<i>Sensors:</i>				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Installation/Training Cost	R9992	\$1,500.00		\$0.00
<i>Miscellaneous Charges:</i>				\$0.00
Sub-Total				\$0.00

Centurion Security System:	\$0.00
Taxes:	\$0.00
Shipping and Handling (\$50.00, if applicable):	\$0.00
Shipping delivery method:	
Service not under limited warranty (rate of \$75.00/hr):	\$0.00
Extended Limited Warranty:	\$0.00
Extended Limited Warranty period(s):	
Indicate any travel plan:	
Allowable travel-related expenses:	\$0.00
Total Work Order Amount:	\$0.00

Two Year warranty includes: parts, labor, and free operating software updates.
 A credit will be issued if the customer provides a radio or we have to purchase one for them.
 Customers supplying their own radios must also supply an Antenna Adapter, Mic Cord and Battery Eliminator.

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StopTech Signature: _____

Date: _____

Member's Authorizing Signature: _____

Date: _____

Master Agreement #: MA200912

Work Order #: _____

Work Order Start Date: _____

Work Order Completion Date: _____

Work Order Amendment #: _____

Summary of Work Order change: _____

Member's Project Manager's Name: _____

Member's Project Manager's Address: _____

Member's Project Manager's Phone: _____

ADDITIONAL INFORMATION:

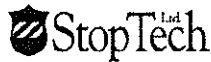
If requirements need to be further specified, attach such requirements to this Work Order.

Name of attachment: _____

Number of pages in attachment: _____

This Work Order is pursuant to the terms and conditions set forth in Master Agreement MA200912 between StopTech Ltd and the Judicial Council of California, Administrative Office of the Courts.

END OF FORM



365 Industrial Drive Harrison, Ohio 45030 USA Phone: 800-537-0102 www.stoptechitd.com
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Response Technologies
Security. Integrity. Confidentiality.
Assembled in U.S.A.

[END OF ATTACHMENT 2]

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**EXHIBIT F
 ATTACHMENT 3**

SAMPLE CENTURION SCOUT MOBILE SECURITY SYSTEM WORK ORDER FORM

	Quote by: _____ Date: _____ (quote valid: 30 days from date above)			
	StopTech, Ltd. Fax: 513-202-0240			
Customer Information				
Ship To: Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Bill To: _____ Address: _____ City: _____ State: _____ Zip: _____			
SYSTEM CONFIGURATION				
Centurion Scout Base Unit - ES	Part Number	Unit Price	Qty.	Total Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sensors:				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Miscellaneous Charges:				
		\$0.00		\$0.00
Sub-Total				\$0.00
Centurion Scout Security System:				\$0.00
Taxes:				\$0.00
Shipping and Handling (\$37.00, if applicable):				\$0.00
Shipping delivery method:				_____
Service not under limited warranty (rate of \$75.00/hr):				\$0.00
Extended Limited Warranty:				\$0.00
Extended Limited Warranty period(s):				_____
Indicate any travel plan:				_____
Allowable travel-related expenses:				\$0.00
Total Work Order Amount:				<u>\$0.00</u>
One Year warranty includes: parts, labor, and free operating software updates. A credit will be issued if the customer provides a radio or we have to purchase one for them. Customers supplying their own radios must also supply an Antenna Adapter, Mic Cord and Battery Eliminator.				
Page 1 of 2				

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StopTech Signature: _____

Date: _____

Member's Authorizing Signature: _____

Date: _____

Master Agreement #: MA200912

Work Order #: _____

Work Order Start Date: _____

Work Order Completion Date: _____

Work Order Amendment #: _____

Summary of Work Order change: _____

Member's Project Manager's Name: _____

Member's Project Manager's Address: _____

Member's Project Manager's Phone: _____

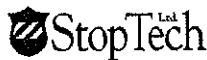
If requirements need to be further specified, attach such requirements to this Work Order.

Name of attachment: _____

Number of pages in attachment: _____

*This Work Order is pursuant to the terms and conditions set forth in Master Agreement MA200912
between StopTech Ltd and the Judicial Council of California, Administrative Office of the Courts.*

END OF FORM



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Response Technologies

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[END OF ATTACHMENT 3]

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EXHIBIT F
ATTACHMENT 4
PRICING SCHEDULE

1. Pricing

A. **Pricing for Components.** Table 1, below, sets forth the pricing components allowable under this Master Agreement.

Table 1, Price List for Components Associated with Centurion® Wireless Security System and Centurion Scout® Mobile Security System

Items	Part Number	Unit Price
Centurion® Base Unit (ES), consisting of the Centurion Wireless Security System Central Control Unit, which will be housed in a metal lockable enclosure and will comply with the Centurion Wireless Security System requirements, set forth in Exhibit E. Product Specifications: 8 location-specific Messages, UHF/VHF Radio and Surge Protection Device.	R1000	\$5,218.00
Centurion Scout® Base Unit (ES), consisting of the Centurion Scout Mobile Security System Central Control Unit, which will be housed in a rugged Pelican® case and will comply with the Centurion Scout Mobile Security System requirements, set forth in Exhibit E. Product Specifications: 6 location-specific Messages, 1 Duress/Panic Button, 2 Door/Window Contacts, a PIR Motion Detector, and UHF/VHF Radio	R2000	\$4,070.35
Radio Credit**	R9003	(\$200.00)
Centurion Wireless Security System – Additional (9-255) Messages	R9002	\$190.00
Centurion Software	R8010	\$150.00
Installation/Training	R9992	\$1,500.00
Items – EchoStream (ES)	PART	
NUMBER	PRICE	
EXW*		
Duress Button – Double Button/Water Resistant Pendant	R4033	\$90.00
Duress Button – Single Button/Water Resistant Pendant	R4034	\$90.00
Duress Button – Double Button/Single Function	R4035	\$85.00

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Items	Part Number	Unit Price
Duress Button – Single Button	R4036	\$80.00
Duress Button – Single Button (Red)	R4036R	\$90.00
Duress Button – Single Button (Green)	R4036G	\$90.00
Duress Button – Double –Single Function/Belt Clip	R4037	\$90.00
Duress Button – Single Button/Belt Clip	R4038	\$90.00
Duress Button – Industrial (Red) Button	R4052	\$215.00
Duress Button – Industrial (Red) Button/Waterproof Box	R4059	\$215.00
Duress Button – “Man Down”	R4057	\$185.00
Universal Transmitter	R4027	\$70.00
Door/Window Contact	R4028	\$70.00
Smoke Detector	R4039	\$160.00
Wireless Bill Trap	R4051	\$135.00
Motion Detector – Sharpshooter PIR (Indoor)	R4041	\$155.00
Motion Detector – Ceiling Mount 360° PIR (Indoor)	R4043	\$180.00
Signal Booster (Includes: waterproof case and battery backup)	R4047	\$560.00
Glass Break Detector	R4040	\$160.00
Motion Activated Digital Camera - Memo Cam B/W, 0.1 Lux (normal light)	R5048	\$565.00
Motion Activated Digital Camera - Memo Cam B/W X, 0.003 Lux (low light)	R5049	\$680.00
Motion Activated Digital Camera - Memo Cam Color, 0.5 Lux (normal light)	R5050	\$680.00
Motion Activated Digital Camera - I230IR B/W (2 mega pixel)	R5051	\$375.00
Motion Activated Digital Camera - Prowler Color (5 mega pixel) and B/W (2 mega pixel)	R5052	\$540.00
Temperature Transmitter H/L – Winland	R5053	\$185.00
Pressure Mat	R5054	\$190.00
Motion Detector – PIR OPTEX (Outdoor) (VX-402R)	R5055	\$465.00
Trip Beam (190 feet inside/90 feet outside)	R5044	\$345.00
Trip Beam (390 feet inside/190 feet outside)	R5045	\$395.00
Water Detection Device	R5046	\$165.00

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Items	Part Number	Unit Price
Mercury Tilt Switch	R5047	\$75.00
Car Counter	R5058	\$180.00
EchoStream (ES) – new pricing and new part		
Items	PART	
NUMBER	PRICE	
EXW*		
Centurion® Base Unit (FA), consisting of the Centurion Wireless Security System Central Control Unit, which will be housed in a metal lockable enclosure and will comply with the Centurion Wireless Security System requirements, set forth in Exhibit E. Product Specifications: 8 location-specific Messages, UHF/VHF Radio and Surge Protection Device.	R1002	\$5,404.55
Centurion Scout® Base Unit (FA), consisting of the Centurion Scout Mobile Security System Central Control Unit, which will be housed in a rugged Pelican® case and will comply with the Centurion Scout Mobile Security System requirements, set forth in Exhibit E. Product Specifications: 6 location-specific Messages, 1 Duress/Panic Button, 2 Door/Window Contacts, a PIR Motion Detector, and UHF/VHF Radio	R2002	\$4,379.00
Radio Credit**	R9003	(\$200.00)
Centurion Wireless Security System – Additional (9-255) Messages	R9002	\$190.00
Centurion Software	R8010	\$150.00
Installation/Training	R9992	\$1,500.00
Items – Frequency Agile (FA)	PART	
NUMBER	PRICE	
EXW*		
Duress Button – Single Button	R4000	\$105.00
Duress Button – Single Button (Red)	R4000R	\$105.00

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Items	Part Number	Unit Price
Duress Button – Single Button (Green)	R4000G	\$105.00
Duress Button – Double Button/Single Function	R4001	\$110.00
Duress Button – Double –Two Function	R4002	\$120.00
Duress Button – Double –Four Function	R4003	\$120.00
Duress Button – Double –Single Function/Belt Clip	R4004	\$110.00
Duress Button – Single Button/Water Resistant Pendant	R4020	\$110.00
Duress Button – Single Button/Belt Clip	R4024	\$110.00
Duress Button – Double Button/Water Resistant Pendant	R4025	\$110.00
Duress Button – Industrial (Red) Button	R5031	\$225.00
Duress Button – Industrial (Red) Button/Waterproof Box	R4060	\$225.00
Signal Booster (Includes: waterproof case and battery backup)	R4010	\$633.00
Universal Transmitter	R4013	\$85.00
Smoke Detector	R4015	\$190.00
Door/Window Contact	R4016	\$85.00
Glass Break Detector	R4017	\$190.00
Wireless Bill Trap	R4018	\$165.00
Motion Detector – Sharpshooter PIR (Indoor)	R4019	\$240.00
Motion Detector – Ceiling Mount 360° PIR (Indoor)	R4026	\$215.00
Motion Activated Digital Camera - Memo Cam B/W, 0.1 Lux (normal light)	R5000	\$575.00
Motion Activated Digital Camera - Memo Cam B/W X, 0.003 Lux (low light)	R5002	\$690.00
Motion Activated Digital Camera - Memo Cam Color, 0.5 Lux (normal light)	R5004	\$690.00
Motion Activated Digital Camera - I230IR B/W (2 mega pixel)	R5007	\$385.00
Motion Activated Digital Camera - Prowler Color (5 mega pixel) and B/W (2 mega pixel)	R5009	\$550.00
Temperature Transmitter H/L - Winland	R5011	\$195.00
Pressure Mat	R5013	\$200.00
Trip Beam (190 feet inside/90 feet outside)	R5015	\$355.00
Trip Beam (390 feet inside/190 feet outside)	R5017	\$365.00

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Items	Part Number	Unit Price
Motion Detector – PIR OPTEX (Outdoor) (VX-402R)	R5022	\$475.00
Water Detection Device	R5026	\$175.00
Mercury Tilt Switch	R5029	\$90.00
Car Counter	R5057	\$190.00
Frequency Agile (FA) – new pricing and new part		
Items	PART	
NUMBER	PRICE	
EXW*		
Relay Wiring Harness	R3024	\$14.00
Surge Protection Device	R3101	\$250.00
Smoke Detector Optical Chamber	R4062	\$3.75
Motion Activated Digital Camera Reader	R5006	\$28.00
Scout Sensor Accessory Case	R5035	\$145.00
WaveWare Base Unit (alphanumeric paging system)	R5036	\$1,400.00
WaveWare Amplifier	R5059	\$2,265.00
WaveWare Pager	R5038	\$115.00
Auxiliary Power Unit (APU) – (Includes Cigarette Lighter Attachment)	R6009	\$153.00
External Battery Cable Assembly	R6010	\$50.00
DC Lighter Attachment	R6015	\$26.00
Midland/Maxon SP240 VHF (Scout)	R7002	\$240.00
Motorola HT750 VHF – AAH25KDC9AA2XX (16 Channel)	R7004	\$1,350.00
Motorola HT750 UHF – AAH25KDC9AA3XX (16 Channel)	R7005	\$1,450.00
Antenna Adapter – XTS/MTS Series	R7009	\$16.50
Antenna Adapter – HT750	R7010	\$44.00
Antenna Adapter – Motorola SP50	R7011	\$18.00

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Items	Part Number	Unit Price
Antenna Adapter – GE Radios	R7012	\$250.00
Midland/Maxon SP430 VHF (16 Channel)	R7016	\$200.00
Midland/Maxon SP440 UHF (16 Channel)	R7017	\$250.00
Mic Cord – Motorola HT750/XTS 1500	R7300	\$80.00
Mic Cord – Motorola CP/CT Series	R7301	\$155.00
Mic Cord – Motorola MTS2000/HT, XTS Series	R7302	\$105.00
Mic Cord – Motorola GP Series	R7303	\$115.00
Mic Cord – GE LPE	R7304	\$260.00
Mic Cord – Motorola HT 100	R7305	\$210.00
Mic Cord – GE PCS	R7306	\$115.00
Mic Cord – GE P5100 Jaguar	R7307	\$155.00
Mic Cord – Maxon SP200	R7308	\$44.00
Mic Cord – Maxon SP400	R7309	\$67.00
Battery Eliminator – Motorola HT750/XTS 1500/2500	R7600	\$138.00
Battery Eliminator – Motorola XTS5000	R7601	\$200.00
Battery Eliminator – Motorola HT1250, MTX, MTS Series, MTS2000	R7602	\$335.00
Battery Eliminator – GE P5100 Jaguar	R7603	\$190.00
Battery Eliminator – GE LPE200	R7604	\$180.00
Battery Eliminator – Motorola GP300	R7605	\$115.00
Battery Eliminator – GE MPA	R7606	\$105.00
Battery Eliminator – Maxon SP200	R7607	\$50.00

B. **Price for Installation.** For the complete installation of each Centurion Wireless® Security System, the Member will pay the Contractor a flat installation charge of **\$1,500.00**, inclusive of the time, labor, and travel expenses, including related per diem, necessary for the Contractor's factory-authorized technician to perform all required Tasks to install such system at the installation Site, including the following:

- i. Configuration and physical installation of the central control unit, and all applicable duress buttons, repeaters (signal boosters), and/or other sensors and equipment.
- ii. System testing and analysis.

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- iii. Confirmation of RF communication (message clarity, signal strength).
 - iv. Training, including instruction on day-to-day operation, preventative maintenance, and system features and capabilities.
- C. **Miscellaneous Charges.** The Member will pay the Contractor for any applicable State of California or local sales or use taxes on the services rendered or equipment or component parts supplied pursuant to this Master Agreement. If authorized in a Work Order, the Member will also pay the Contractor for the following charges: delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, and cost of bonds.
- D. Pricing for Extending Limited Warranty.
- i. Pricing for extending the period of the Contractor's limited warranty for each Centurion® Wireless Security System purchased and installed pursuant to this Master Agreement, beyond the initial two (2) year period commencing upon Acceptance, as further set forth in paragraphs 29.B. of Exhibit B, Special Provisions, is set forth in Table 2, below, inclusive of software updates, parts, and labor, but exclusive of radios, sensors, repeaters, receivers, and travel-related expenses, including per diem.
 - ii. Pricing for extending the period of the Contractor's limited warranty for each Centurion Scout® Mobile Security System purchased and installed pursuant to this Master Agreement, beyond the initial one (1) year period commencing upon Acceptance, as further set forth in paragraphs 29.C. of Exhibit B, Special Provisions, is set forth in Table 2, below, inclusive of software updates, parts, and labor, but exclusive of radios, sensors, repeaters, receivers, and travel-related expenses, including per diem.
 - iii. The base cost for extending the period of the limited warranty starts at **\$300.00** per year or at **\$25.00** per month for 0-8 messages, and increases for each additional message thereafter, as further illustrated by Table 2, below.

Table 2, Price List for Extending Limited Warranty on Centurion® Wireless Security System and Centurion Scout® Mobile Security System, Per Year and Per Month

No. of Messages	Price Per Year	Price Per Month
0-8	\$300.00	\$25.00
9	\$304.00	\$25.33
10	\$308.00	\$25.67
11	\$312.00	\$26.00
12	\$316.00	\$26.33
13	\$320.00	\$26.67
14	\$324.00	\$27.00
15	\$328.00	\$27.33
16	\$332.00	\$27.67
17	\$336.00	\$28.00
18	\$340.00	\$28.33
19	\$344.00	\$28.67
20	\$348.00	\$29.00

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No. of Messages	Price Per Year	Price Per Month
21	\$352.00	\$29.33
22	\$356.00	\$29.67
23	\$360.00	\$30.00
24	\$364.00	\$30.33
25	\$368.00	\$30.67
26	\$372.00	\$31.00
27	\$376.00	\$31.33
28	\$380.00	\$31.67
29	\$384.00	\$32.00
30	\$388.00	\$32.33
31	\$392.00	\$32.67
32	\$396.00	\$33.00
33	\$400.00	\$33.33
34	\$404.00	\$33.67
35	\$408.00	\$34.00
36	\$412.00	\$34.33
37	\$416.00	\$34.67
38	\$420.00	\$35.00
39	\$424.00	\$35.33
40	\$428.00	\$35.67

- E. **Price for Service Not Covered by Limited Warranty.** Pursuant to a Work Order, the Member shall reimburse the Contractor at the hourly rate of **\$75.00** to provide service at a Site or at the Contractor's manufacturing facility, which is not covered under the provisions of limited warranty, as set forth in paragraph 29 of Exhibit B, Special Provisions.
- F. **Meals and Lodging expenses.** As set forth in Exhibit C, paragraph 3, Allowable Expenses, the Member shall reimburse the Contractor for overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, for reasonable actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day, plus tax and energy surcharge, when applicable, or **\$140.00** per Day, plus tax and energy surcharge, when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.

End of Attachment

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EXHIBIT F
ATTACHMENT 5
CONTINUED WARRANTED PRODUCTS AND SERVICES

The following table sets forth the description of work performed under Master Agreement 1011396, which expired on April 30, 2010, and whose warranties shall remain in effect until the latest date under the headings of Warranty Exp Date, Warranty YR1 Exp Date, or Warranty YR2 Exp Date.

County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
Alameda	no system in this court						
Alpine	project cancelled	96					
Amador	no system in this court						
Butte	Chico Courthouse (Installed March 1, 2007)	10	3/1/07	3/1/2009	3/1/10	3/1/11	10-02
Butte	Oroville Courthouse (Installed March 1, 2007)	11/111/117 /119	3/1/07	3/1/2009	3/1/10	3/1/11	11-02
Calaveras	no system in this court						
Colusa	no system in this court						
Contra Costa	Martinez Bray Courts - (Installed December 2006)	Not AOC	12/2006	Dec-08			Not AOC
Contra Costa	Martinez Wakefield Taylor Courthouse - (Installed December 2006)	Not AOC	12/2006	Dec-08			Not AOC
Contra Costa	Concord Courthouse - Installed January 2006)	Not AOC	1/2006	Jan-08			Not AOC
Contra Costa	Walnut Creek Danville Cthse (Installed August 2006)	Not AOC	8/2006	Aug-08			Not AOC
Contra Costa	Richmond Bay District (Installed June 25, 2008)	67	6/25/08	6/25/10	6/25/11		67-01
Del Norte	Crescent City Courthouse (Installed Feb 14, 2007)	8	2/14/07	2/14/09	2/14/10	2/14/11	08-02
El Dorado	no system in this court						
Fresno	no system in this court						
Glenn	Willows Historic Courthouse (Installed July 16, 2007)	28	7/16/07	7/16/09	7/16/10		28-01
Glenn	Oriand Annex (Installed July 16, 2007)	27	7/16/07	7/16/09	7/16/10		27-01
Humboldt	Eureka Courthouse (Installed April 25, 2007)	15	4/25/07	4/25/09	4/25/10	4/25/2011	15-02
Imperial	El Centro - (Installed December 9, 2008)	74	12/9/08	12/9/10			74
Imperial	Brawley - (Installed December 9, 2008)	73	12/9/08	12/9/10			73
Imperial	Calexico - (Installed December 9, 2008)	72	12/9/08	12/9/10			72
Imperial	Valley Plaza - Traffic Court (Installed June 2009)	106	6/2009	Jun-11			106
Inyo	Bishop Courthouse (Installed August 22, 2007)	34	8/22/07	8/22/09	8/22/10		34-01

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County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
Inyo	Independence Courthouse (Installed August 22, 2007)	33	8/22/07	8/22/09	8/22/10		33-01
Inyo	Independence Department 2 (Installed August 22, 2007)	35	8/22/07	8/22/09	8/22/10		35-01
Kern	Bakersfield Juvenile - (Installed June 19, 2007)	22/42	6/16/07	6/16/09	6/19/10	6/19/2011	22-02
Kern	Ridgecrest Main & Division B (Installed June 20, 2007)	24	6/20/07	6/20/09	6/19/10	6/19/2011	24-02
Kern	Shafter Court Building (Installed June 19, 2007)	25	6/19/07	6/19/09	6/19/10	6/19/2011	25-02
Kern	Taft Court Building (Installed June 18, 2007)	26	6/18/07	6/18/09	6/18/10	6/18/2011	26-02
Kern	Mojave Court Building (Installed June 20, 2007)	23	6/20/07	6/20/09	6/20/10	6/20/2011	23-02
Kern	Traffic Court-Bakersfield (Installed December 29, 2008)	93	12/29/08	12/29/10			93
Kern	Delano Courthouse	120	2/24/10	2/24/12			120
Kern	Lamont Courthouse	121	2/24/10	2/24/12			121
Kings	Hanford Building A (Installed ES August 20, 2008)	86	8/20/08	8/20/10			86
Kings	Hanford Building B (Installed ES May 28, 2008)	38	5/28/08	5/28/10	5/28/11		38-01
Kings	Hanford Building C (Installed ES August 20, 2008)	87	8/20/08	8/20/10			87
Kings	Hanford - Department 8 (Installed ES May 28, 2008)	39	5/28/08	5/28/10	5/28/11		39-01
Kings	Lemoore Court - (Installed ES May 29, 2008)	40	5/29/08	5/29/10	5/29/11		40-01
Kings	Avenal Court - (Installed ES May 29, 2008)	36	5/29/08	5/29/10	5/29/11		36-01
Kings	Corcoran Court - (Installed ES May 29, 2008)	37	5/29/08	5/29/10	5/29/11		37-01
Lake	Clearlake Courthouse (Installed Feb 12, 2007)	6	2/12/07	2/12/09	2/12/10	2/12/11	06-02
Lake	Lakeport Courthouse (Installed Feb 12, 2007)	7	2/12/07	2/12/09	2/12/10	2/12/11	07-02
Lassen	no system in this court						
Los Angeles	no system in this court						
Madera	Madera FA System - Will be re-used at Mediation where fire destroyed original system)	12/41	3/20/07	3/20/09	3/20/10	3/20/11	12-02
Madera	Madera Courthouse (Installed ES May 2008)	68	5/2008	May-10			68
Madera	Family Court Services/Mediation (Installed March 20, 2007)	13	3/20/07	3/20/09	3/20/10	3/20/11	13-02
Madera	Bass Lake Courthouse (Installed March 19, 2007)	14	3/19/07	3/19/09	3/19/10	3/19/11	14-02

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County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
Marin	no system in this court						
Mariposa	no system in this court						
Mendocino	Fort Bragg Justice Center (Installed July 17, 2007)	29	7/17/07	7/17/09	7/17/10		29-01
Mendocino	Willits Superior Court (Installed April 24, 2007)	17	4/24/07	4/24/09	4/24/10	4/24/11	17-02
Merced	Merced Court (Installed May 27, 2009)	99/109	5/27/09	5/27/11			99
Merced	Merced Juvenile Facility (Installed May 27, 2009)	97	5/27/09	5/27/11			97
Merced	Los Banos Court (Installed May 26, 2009)	98	5/26/09	5/26/11			98
Modoc	Alturas Courthouse (Installed July 5, 2007)	31	7/5/07	7/5/09	7/5/10		31-01
Mono	no system in this court						
Monterey	Monterey Courthouse (Installed March 14, 2008) - sent to AOC office in San Francisco in December 2009 - reassignment pending (Aqualito)	44	3/14/08	3/14/10	3/14/11		44-01
Monterey	Marina Courthouse (Installed March 14, 2008) - sent to AOC office in San Francisco in December 2009 - reassignment pending (Del Monte)	45	3/14/08	3/14/10	3/14/11		45-01
Monterey	Salinas Juvenile Justice Center (Installed March 14, 2008) - sent to AOC office in San Francisco in December 2009 - reassignment pending	116	12/23/09	12/23/11			116
Monterey	King City Courthouse (Installed March 14, 2008) - sent to AOC office in SF in December 2009 - reassignment pending	46	3/14/08	3/14/10	3/14/11		46-01
Monterey	1420 Natividad Road-Salinas-appears to be the Salinas Courthouse-closed due to asbestos	47	3/14/08	3/14/10	3/14/11		47-01
Monterey	Salinas Smoke Detector System - Installed August 11, 2008	Not AOC	8/11/08	8/11/10			Not AOC
Monterey	Salinas Courthouse (Asbestos problem - Plan to re-open in 2010)						
Napa	no system in this court						
Nevada	Nevada City Courthouse (Installed June 9, 2008)	69	6/9/08	6/9/10	6/9/11		69-01
Nevada	Truckee Joseph Center (Installed April 24, 2007)	16	4/24/07	4/24/09	4/24/10	4/24/11	16-02

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County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
Orange	West Justice in Westminster (Installed January 9, 2008)	51	1/9/08	1/9/10	1/9/11		51-01
Orange	North Justice in Fullerton (Installed January 10, 2008)	48	1/10/08	1/10/10	1/10/11		48-01
Orange	Laguna Hills Court (Installed August 2009)	100	8/2009	Aug-11			100
Orange	Santa Ana Court of Appeals (Installed July 2009) - worked with contractor (Commerical Controls)	Not OERS	7/2009	Jul-11			Not OERS
Placer	no system in this court						
Plumas	Quincy (Installed December 18, 2006)	3	12/18/06	12/18/08	12/18/09	12/18/10	03-02
Plumas	Portola - Installed December 2009 - worked with contractor (RFI)	Not OERS	12/2009	Dec-11			Not OERS
Riverside	Moreno Vallley (Installed ES June 23, 2008)	70	6/23/08	6/23/10	6/23/11		70-01
Sacramento	no system in this court						
San Benito	Hollister Courthouse (Installed September 27, 2007)	43	9/27/07	9/27/09	9/27/10		43-01
San Bernardino	no system in this court						
San Diego	Vista - Emergency/Escape button - North County Pilot Project - (Installed Decemer 17, 2008)	75	12/17/08	12/17/10			75
San Diego	Vista - Traffic Annex (Installed December 17, 2008)	77	12/17/08	12/17/10			77
San Francisco	Youth Guidance Center (Installed December 12, 2006)	1/71/112/14	12/12/06	12/12/08	12/12/09		01-01
San Francisco	Polk Street Facility - Installed October 2009	101	10/2009	Oct-11			101
San Joaquin	no system in this court						
San Luis Obispo	Main Courthouse (Installed June 26, 2008)	60/105	6/26/08	6/26/10	6/26/11		60-01
San Luis Obispo	Veteran's Hall Courtroom (Installed June 26, 2008)	62	6/26/08	6/26/10	6/26/11		62-01
San Luis Obispo	Mill Street Facility (Installed June 26, 2008)	61	6/26/08	6/26/10	6/26/11		61-01
San Luis Obispo	Paso Robles - Installed September 18, 2008	Not AOC	9/18/08	9/18/10			Not AOC
San Luis Obispo	Grover Beach Court - Installed April 28, 2009	94	4/28/09	4/28/11			94
San Mateo	Redwood City Court + Annex - Installed August 2009	104/115	8/2009	Aug-11			104
San Mateo	San Mateo Court (Central Court) - Installed August 2009	103	8/2009	Aug-11			103

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County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
San Mateo	South San Francisco Court (Northern Court) - Installed August 2009	102	8/2009	Aug-11			102
Santa Barbara	Figueroa Building - Santa Barbara (Installed November 13, 2007)	52	11/13/07	11/13/09	11/13/10		52-01
Santa Barbara	Jury Assembly - Santa Barbara (Installed November 14, 2007)	50	11/14/07	11/14/09	11/14/10		50-01
Santa Barbara	Juvenile Court - Santa Barbara (Installed November 14, 2007)	49	11/14/07	11/14/09	11/14/10		49-01
Santa Barbara	Anacapa - Santa Barbara Main (Installed January 31, 2008)	53/85	1/31/08	1/31/10	1/31/11		53-01
Santa Barbara	Cook Street - Santa Maria - Bldg G (Installed January 29, 2008)	59	1/29/08	1/29/10	1/28/11		59-01
Santa Barbara	Cook Street - Santa Maria - Installed January 29, 2008	58	1/29/08	1/29/10			58
Santa Barbara	Family Mediation - Santa Maria (Installed January 29, 2008)	57	1/29/08	1/29/10	1/28/11		57-01
Santa Barbara	Juvenile Court - Santa Maria (Installed January 28, 2008)	56	1/28/08	1/28/10	1/29/11		56-01
Santa Barbara	Lompoc (Installed January 29, 2008)	54	1/29/08	1/29/10	1/29/11		54-01
Santa Barbara	Solvang (Installed January 30, 2008)	55	1/30/08	1/30/10	1/30/11		55-01
Santa Clara	no system in this court						
Santa Cruz	Juvenile Facility - (Installed December 10, 2008)	90	12/10/08	12/10/10			90
Santa Cruz	Department 11 - (Installed December 10, 2008)	89	12/10/08	12/10/10			89
Santa Cruz	Main - (Installed December 10, 2008)	88	12/10/08	12/10/10			88
Shasta	Redding (Installed January 12, 2007)	02/30	1/12/07	1/12/09	1/11/10	1/11/11	02-02
Sierra	Downieville Courthouse (Installed May 8, 2007)	21	5/8/07	5/8/09	5/8/10	5/8/10	21-02
Siskiyou	no system in this court						
Solano	Fairfield Court -Door contacts (Installed Feb 28, 2007)	09/66	2/28/07	2/28/09	2/28/10	2/28/11	09-02
Solano	Fairfield Court	84/108/118			2/28/11		84-01
Solano	Vallejo Facility - Installed March 2009	95/107/110/113	3/2009	Mar-11			95
Sonoma	Santa Rosa Hall of Justice (Met with twice with still a lot to be ironed out-current system works - ON HOLD)						
Stanislaus	no system in this court						
Sutter	Courthouse East (Installed June 11, 2008)	65	6/11/08	6/11/10	6/11/11		65-01

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County Name	Location	WO#	Install Date	Warranty Exp Date	Warranty YR 1 Exp Date	Warranty YR 2 Exp Date	WO# Open
Sutter	Courthouse West (Installed June 12, 2008)	64	6/12/08	6/12/10	6/12/11		64-01
Sutter	Family Court Services/Mediation (Installed June 12, 2008)	63	6/12/08	6/12/10	6/12/11		63-01
Tehama	no system in this court						
Trinity	Weaverville Main (Installed December 13, 2006)	4	12/13/06	12/13/08	12/13/09	12/13/10	04-02
Trinity	Weaverville Self Help Center (Installed July 5, 2007)	32	7/5/07	7/5/09	7/5/10		32-01
Tulare	Visalia Court (Installed October 16, 2008)	78	10/16/08	10/16/10			78
Tulare	Porterville Court (Installed October 15, 2008)	82	10/15/08	10/15/10			82
Tulare	Pretrial Court (Installed October 15, 2008)	80	10/15/08	10/15/10			80
Tulare	Juvenile Justice (Installed October 15, 2008)	79	10/15/08	10/15/10			79
Tulare	Tulare (Installed October 16, 2008)	83	10/16/08	10/16/10			83
Tulare	Dinuba (Installed October 15, 2008)	81	10/15/08	10/15/10			81
Tuolumne	no system in this court						
Ventura	no system in this court						
Yolo	Woodland Historic Courthouse - Department 9 and 11 (Installed April 26, 2007)	19	4/26/07	4/26	4/23/10	4/23/11	19-02
Yolo	Department 10 and 12 (Installed April 26, 2007)	20	4/26/07	4/26	4/23/10	4/23/11	20.02
Yolo	Department 16 (Installed April 26, 2007)	18	4/26/07	4/26	4/26/10	4/26/11	18-02
Yolo	Satellite Courtroom (Installed December 8, 2008)	91	12/8/08	12/8			91