

MASTER PRICING AGREEMENT

This MASTER PRICING AGREEMENT (this "Agreement") is between Judicial Council of California, Administrative Office of the Courts ("AOC") on behalf of itself, the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center ("Buyer") and Sitmatic ("Seller") will commence the 1st day of December, 2010 and expire on the 30th day of November, 2012, with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Agreement, the Seller may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Pricing Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

Buyer wishes to purchase from an authorized dealer product manufactured by Seller and its affiliates as set forth on Special Pricing Authorization CACOU41 attached hereto (the "Product") under the terms and conditions contained in this Agreement.

The parties agree as follows:

1. Scope.

1.1 All exhibits, addenda and schedules attached to this Agreement are incorporated herein by reference.

1.2 The term of this Agreement (the "Term") is two (2) year(s), and will begin on December 1, 2010 (the "Effective Date") and end on November 30, 2012 (the "Expiration Date"), subject to the rights of each party to terminate this Pricing Agreement as stated below. AOC or Seller may terminate this Pricing Agreement at any time with or without cause, provided the terminating party gives the other party at least thirty (30) days prior notice. All orders acknowledged prior to termination of this Pricing Agreement will be fulfilled under the terms and conditions contained in this Pricing Agreement.

1.3 This Pricing Agreement will govern sales between the Buyer and Seller in the above time frame. This Pricing Agreement takes precedence over any other Pricing Agreement between the Buyer and Seller. This Pricing Agreement may not be modified unless mutually agreed in writing by Buyer and Seller.

1.4 This Pricing Agreement applies to orders received from the Buyer for both Office Seating and Fixed Seating.

1.5 The provisions of this Pricing Agreement will apply to all orders received from the Buyer, unless specifically agreed otherwise. The Buyer and Seller will mutually agree upon any changes in terms and/or pricing in writing prior to executing the changes with a minimum of thirty (30) days notice.

2. Product and Pricing.

2.1 Prices for products sold will be established by applying the agreed upon discounts to the manufacturers prevailing published price list(s) at the time of the order or by establishing pricing on specific products, or a combination of both methods.

2.2 If a purchase order requires shipments to multiple locations, or has multiple ship dates, each shipment will be considered a separate transaction for purposes of determining discount and freight calculations.

2.3 Single orders exceeding \$200,000 net may qualify for additional discounts.

2.4 The prices paid by the Buyer to Seller shall be at least as low as those fees charged by Seller to its other customers in local and state government that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the Products provided to the Buyer. The foregoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on Seller's actual costs), service levels (when taken as a whole), technology, and assets associated with the Products provided by Seller in each case and any taxes and transition charges included within the charges for such Products. If, during the Term, Seller enters into a Government Contract contradicting the foregoing sentence, Seller shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer's request an officer of Seller shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Seller since the later of the (1) Effective Date and (2) date of the most recent certification provided by Seller pursuant to this obligation.

2.5 Seller and its subcontractors shall comply with state prevailing wage law, if applicable, performed on the products funded by this Pricing Agreement. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing

wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

3. Dealer of Record.

3.1 When requested by the Buyer, or at Sellers discretion, a dealer of record will be named to assist with product selection, demonstration, specifications, delivery, installation, usage instruction, and warranty service. The Dealer of Record shall be mutually agreed upon between Buyer and Seller. Services not covered through this Pricing Agreement and provided by the Dealer of Record may be at an additional cost to the Buyer. The Buyer, Seller, and Dealer of Record will mutually agree upon these services/costs in writing in advance of such services being provided.

4. Order Processing

4.1 The Buyer or the Buyer's authorized affiliate shall issue all purchase orders in writing directly to Seller. In the case of a Dealer of Record being used, Buyer shall indicate the Dealer of Record on the purchase order.

4.2 Purchase orders shall be complete to be processed and entered for production. To be deemed complete, purchase orders shall contain proper model numbers, prices, and complete ship to information. Incomplete orders cannot be processed until Buyer provides needed clarification.

4.3 All purchase orders should refer to the Attachment A National Buying Agreement to insure proper handling and pricing. The Special Pricing Agreement Number is CACOU41 and the pricing is attached to this Pricing Agreement as Attachment A.

4.4 The Seller shall acknowledge all purchase orders via email within one (1) business day of receipt of Buyer's purchase order. Purchase orders received after 3:00 p.m. PST may be processed the following business day.

5. Changes, Cancellations and Returns

5.1 The Seller is a build to order manufacturer. Due to the short production lead-time, purchase orders may not be able to be cancelled without possible penalties for work in progress. The Seller will make every attempt to accommodate the Buyer in the event cancellations become necessary. All cancellations shall be conveyed to the Seller via email, fax or in writing.

5.2 Fixed Seating products or manufacturing specials are not eligible for return.

5.3 The Seller will not accept any returns without prior written authorization to the Buyer.

6. Payment Terms and Deposits

6.1 Payment terms are 3% 20, net 45 days from receipt of invoice by Buyer.

6.2 Buyer and Seller will mutually agree in writing on all pricing and production terms relevant to special orders prior to the onset of production.

6.3 Buyer is exempt from federal excise taxes and no payment will be made for any taxes levied on Seller's employee's wages. Buyer will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Seller's invoice.

6.4 Seller shall not request nor shall the Buyer 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.

7. Shipment and Delivery

7.1 All products will be shipped from the Seller's facility with freight included to Buyer's location which in most cases will require inside deliveries.

7.2 Most standard Office Seating products will ship within fifteen (15) business days of order processing in quantities not to exceed fifty (50) units, unless prior agreement is made. Fixed Seating products lead times will vary based on scope of project and required installation dates.

7.3 Additional costs may be incurred as a result of requests for expedited freight or special handling will be at the expense of Buyer.

7.4 The Seller has the right to determine the method of shipping based on cost, reliability, and transit time. Additional charges that result from special requests by the Buyer for special packaging, handling, and routing, and/or shipping methods will be the sole responsibility of the buyer.

7.5 Freight damage, shortages, or other transit issues shall be reported immediately to the Seller. These discrepancies shall also be noted on the delivery receipt. Concealed

damage shall be reported to the Seller within fifteen (15) days of receipt of product. The Buyer shall provide the Seller with information as to the exact nature of the discrepancy, and note these issues on the delivery receipt.

7.6 If proper information is provided by the buyer in a timely fashion, the Seller will process all freight claims with the carrier. Remedy for the claims can be replacement of repair as deemed appropriate by the Seller.

8. Product Warranty.

8.1 The Seller warrants all Office Seating and Fixed Seating with a limited lifetime/ten (10) year warranty against defects in material or workmanship, commencing from the date of installation. This warranty does not cover normal wear or any product that has been modified, removed, neglected, or abused. Upholstery wear, such as rips, tears and abrasions are also excluded.

8.2 Warranty repair or replacement is at the option of the Seller, and is the sole remedy for product defects. Labor for warranty repairs is covered and shall be authorized by Seller in advance. At the Sellers option, factory or independent technicians may provide warranty service.

8.3 Warranty claims shall be accompanied by information from the buyer such as the original purchase order number, factory order number, product model number, nature of problem and any other pertinent information.

8.4 The Seller, when required, will provide a nationwide network of dealers and/or installation firms to handle service work. Service rates vary by region, market, and types of service required. The buyer and Seller will mutually agree in writing prior to contracting any outside services.

9. Miscellaneous Charges.

9.1 Restocking charges may apply to any approved return by the Buyer. The amount may vary by product and conditions.

9.2 The buyer is responsible for storage charges incurred as a result of refusal to accept delivery of any product shipped by the Seller on a bona fide purchase order. The Seller may store the product with the shipping carrier or at an offsite third party location.

10. Notices.

All communication and/or notices by or permitted under this Agreement shall be in writing, sent via First Class Mail, addressed to:

Seller:

AOC:

Sitmatic

Judicial Council of California
Administrative Office of the Courts

Attention: Contract Administrator
1800 Raymer Avenue
Fullerton, CA 92833

Attention: Christine Kleaver
455 Golden Gate Avenue
San Francisco, CA 94102-3688

IN WITNESSES WHEREOF, Buyer and Seller have executed this Agreement as of the final day and year written below.

AOC:

**Judicial Council of California
Administration of the Courts**

By: 

Name: Grant Walker

Its: Senior Manager, Business Services (Insert Title)

Seller

Sitmatic

By: 

Name: Paul Makielski

Its: President (Insert Title)

Attachment A
Sitmatic Special Pricing Authorization CACOU41

Office Seating	Discount, Dock Delivery	Discount, Inside Delivery	Notes
\$0-\$20,000 (Net)	60%	50%	Discount from prevailing wages on orders of \$20,000 or less and shipping to the same address.
\$20,000 and up (Net)	62%	52%	Discount from prevailing wages on orders of \$20,001 or more and shipping to the same address.
Fixed Seating			
\$0-49,999 (Net)	60%	N/A	Discount from prevailing wages on orders of \$49,999 or less and shipping to the same address.
\$50,000 and up (Net)	62%	N/A	Discount from prevailing wages on orders of \$50,000

Comments:

- Add 9% of net for delivery and installation on non-prevailing wage projects, installed during normal business hours.
- Add 15% of net for delivery and installation on prevailing wage projects, installed during normal business hours.
- Add 23% of net for delivery and installation on prevailing wage projects, installed after business hours, on weekends and holidays.

Installation or installation supervision is not included in this quote, unless noted on a separate line above. Where installation has been quoted, Sitmatic assumes the following site conditions: dedicated elevator access, clear dock access, work completed during normal business hours and an installation ready site that is free of debris. Conditions outside these terms may incur additional charges. Connection of power and data to the building pricing are not included. Installers must have working electricity for equipment and lighting. Approved change orders will be billed at installation hourly rate. Once installation date is established, any date change inside of fourteen (14) days will incur extra charges.