JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

STANDARD AMENDMENT COVERSHEET (rev. 03-26-13)

AGREEMENT NUMBER	AMENDMENT NUMBER
MA 301101	*1*
	FEDERAL EMPLOYER ID NUMBER
	22-3552823

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Master Agreement, the term "Contractor" refers to **Smith's Detection Inc**, and the term "AOC" refers to the **Judicial Council of California, Administrative Office of the Courts**.
2. Title of the Agreement: ***Security Screening Equipment and Maintenance Services***
3. This Amendment becomes effective on ***May 1, 2013.***
4. This amendment adds $0.00 to the Agreement. The maximum amount that the AOC may pay Contractor under the Agreement (as amended) is ***0.00***.
5. The parties agree to amend the Agreement as follows:

   A. This Agreement incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix" attached to this Agreement. If there is any conflict between a provision in the appendix and any other provision of this Agreement, the provision contained in the appendix prevails.

   B. Pursuant to Exhibit C, Master Agreement General Conditions, Section 2, Term, the AOC hereby exercises its option to extend this Master Agreement for the First Option Term period beginning **May 1, 2013** and ending **April 30, 2014**. Unless the AOC exercises its Second Option Term, the Agreement shall expire **April 30, 2014**.

   C. Exhibit A, Work To Be Performed is deleted in its entirety, and replaced with Exhibit A, Work To Be Performed, Revision 1 attached hereto and incorporated herewith.

   D. Change the AOC's Contract Manager at Exhibit C, Master Agreement General Conditions, Section 27(a), Requests; Communication; Notice: attached hereto and incorporated herewith.

   E. Change Contractor's address and telephone information.

6. Except as provided in this Amendment, all terms and conditions of the Master Agreement (as previously amended, if applicable) remain in full force and effect.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)* ***Smith's Detection Inc***
BY *(Authorized Signature)* ✍	BY *(Authorized Signature)* ✍
PRINTED NAME AND TITLE OF PERSON SIGNING ***Grant Walker, Senior Business Services Manager***	PRINTED NAME AND TITLE OF PERSON SIGNING Michael Mendelson, General Counsel Americas
DATE EXECUTED June 3, 2013	DATE EXECUTED May 15, 2013
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: Paul Rivello 2202 Lakeside Boulevard Edgewood, MD 21040

JBCL APPENDIX

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

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

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

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

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

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

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

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

2.3. **Agreements of $100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

2.5. **Agreements of $1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran

and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2.6. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

2.7. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

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

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

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

2.11. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by

any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

2.12. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

2.13. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

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

EXHIBIT A
WORK TO BE PERFORMED
REVISION 1

1. Description of Products and Services to be Performed

1.1. General Description

The Contractor shall provide statewide security screening equipment, training, installation, implementation and ensile maintenance services (known as Products and Services) as described in this Exhibit A, Work to be Performed to all Purchasing Group members. The Contractor shall provide these products and services at any time of the year, including months with inclement weather, to all members of the Purchasing Group locations.

1.2. Manufacturer's Products and Specifications

The Contractor shall provide all manufacturer's part numbers, specification sheets and warranties for the required products and services.

1.2.1 Compact Cabinet X-Ray System: Smith's Detection Hi Scan 5030si
- 1.2.1.1 Overall Size: 47.3 Length x 27.7" Wide x 28.6" High
- 1.2.1.2 Tunnel size: 21" Wide x 13" High
- 1.2.1.3 Weight: 3521bs
- 1.2.1.4 Power: 230 VAC
- 1.2.1.5 Conveyer speed: at least 35 fpm
- 1.2.1.6 Sensitivity: 38 AWG
- 1.2.1.7 Penetration in steel: 12 mm
- 1.2.1.8 Display: 17" flat LCD
- 1.2.1.9 Mobile base or desktop placement
- 1.2.1.10 meets all current federal and California emission and radioactivity standards
- 1.2.1.11 Capture image and write to removable media
- 1.2.1.12 Readily available Operating System with current service packs and patches
- 1.2.1.13 Includes training and testing software
- 1.2.1.14 HI-TIP

1.2.2 Certifications and Verifications

Contractor's manufacturing site is DIN EN ISO 9001:2000 and 14001:2005, and OHSAS 18001 certifications, and comprises R&D, support and management. The site also has an EMC Test Lab to assure quality and performance standards and relies on in-house verification has x-ray safety, electromagnetic interference and electrical safety test facilities which arE;> used constantly as part of the manufacturing verification process to ensure quality and safety.

The Detection Hi Scan 5030si meets all applicable laws and regulations with respect to X-ray emitting devices. Leakage radiation is far below 5uSv/h (0.5mrem/h). CE labeling is in compliance with guidelines 98/37/EEC, 73/23/EEC, and 89/336/EEC < 56 dB (A).

1.3 Services

1.3.1 Installation

Contractor will coordinate system installation with the Purchasing Group Members and shall notify the Purchasing Group Members at least three (3) days in advance of system delivery. Unless specifically requested and mutually agreed to, all deliveries and installations shall be within the business hours of 9:00a.m. and 4:30p.m., PST, Monday through Friday, excluding government holidays. Should any special security requirements exist for a particular location, the local Purchasing Group Member will advise Contractor and arrange clearance in advance of delivery. Contractor will remain conscious of the ongoing operations at the facilities and will expend all efforts to diminish any possible downtime and to minimize interruptions.

The installation process consists of assembling hardware and accessories, loading of software and a Site Acceptance Test (SAT) to ensure proper functionality and operation. It is expected that the local Purchasing Group Member shall witness the SAT and provide written concurrence of successful delivery and installation. Contractor will be responsible for the removal of all packaging and shipping materials from the location.

Only service personnel authorized by Contractor that have successfully completed training for the subject equipment shall be dispatched to perform installation or maintenance activities.

1.3.2 Training

1.3.2.1 The Contractor shall submit a training plan outlining the details of a customer training program. The program shall include training on the operations manual as well as a training manual with step by step instructions, allowing for self-guided refresher training. Copies of both the operations manual and the training manual shall be left with the Purchasing Group Member. The operations manual shall be the technical manual on the systems of the product, how the basic operations work, service and maintenance. The training manual shall assist the Purchasing Group Members on the operational aspects of using the product, and shall include, but not be limited to, instructions on how to operate the functions, best practices, user tips and tricks, how to read the instruments and how to set-up instruments for different uses; the technical manual shall be used by those who go through initial training and who will be providing product training to new operators.

1.3.2.2 The Contractor shall provide a total of four (4) hours of onsite training at Purchasing Group member's location for the 5030si that was purchased by the Purchasing Group member. Two (2) hours of this training shall be provided at the time the product is installed, fully functioning and accepted by the Purchasing Group member. The remaining two (2) hours of training shall be provided upon the Purchasing Group member's request at any time after the initial two (2) hours of training, but no later than twelve (12) months following the date the product was installed, fully functioning and accepted by the Purchasing Group member. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.

1.3.2.3 Upon request of a Purchasing Group member, the Contractor shall provide onsite training in addition to that described in paragraph 1.3.2.1 and 1.3.2.2 of this Exhibit A Work to be Performed for the product described in paragraph 1.2. of this Exhibit A Work to be Performed that was purchased by the Purchasing Group member. Hourly billing rates for additional onsite training shall be inclusive of all related costs, including, but not limited to, labor, travel and materials. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.

1.3.3 Onsite Maintenance Services and Support

1.3.3.1 The Contractor shall provide five (5) continuous years of onsite maintenance services and support for the product described in paragraph 1.2 of Exhibit A Work to be Performed, which shall commence on the day the purchased product is installed, fully functioning and accepted by the Purchasing Group member that purchased it.

1.3.3.2 The Contractor's service representative or customer service team shall be on-site within twelve (12) hours that a Purchasing Group member or their representatives places a service call, as required by a Purchasing Group member. All calls made by a Purchasing Group member or their representative shall be returned within two (2) hours of the call to confirm time of arrival by the Contractor's service representative. Unless otherwise agreed to between Contractor and the Purchasing Group member or their representative, service shall
be performed within the Purchasing Group member's business hours, which are generally 9 am to 5 pm PST, Monday through Friday. Contractor shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by the Purchasing Group member or their representative. The responding Contractor's service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.

1.3.3.3 Onsite maintenance services and support are the primary vehicle for repair of equipment. Any manufacturer's warranty is considered ancillary to maintenance services and support.

1.3.3.4 Preventive Maintenance and Support

1.3.3.4.1 Preventive Maintenance (PM) activities are shown below. Under this program, one (1) PM per system per year will be performed during the five (5) years of coverage. A Radiation Leak Test (RLT) is performed in conjunction with each PM as well as the following:

- Review error log and take appropriate action
- System safety check
  - o Check light barriers and light curtain o Check emergency stop switches
  - o Check interlock system o Check safety rollers
- System cleaning

- o Clean fan filters o
  Clean unit
- o Clean light barriers and light curtain
- o Clean conveyor belts

- Operational check
  - o Check control elements
  - o Check PE wiring
  - o Check supply voltages
  - o Check conveyor belts
  - o Check motors
  - o Check conveyor belt tracking
  - o Check fans
  - o Check generator controls
  - o Check X-ray beam alignment
  - o Check calibration and shutter units
  - o Check line signal and detector modules o
    Check monitors
- Functional check
  - o Perform function test

1.3.3.4.2 Corrective Maintenance

Contractor shall dispatch a Field Service Engineer for onsite maintenance to perform the initial evaluation and repair. For issues that cannot be resolved at that instance, or for troubleshooting support, the FSE will contact the technical support group. Technical support logs the call in the service management system database, provides troubleshooting assistance as needed, and recommends a primary course of action to complete the maintenance. Repair parts,
assemblies, or subassemblies, when necessary, are delivered to the location of the equipment as required. All activities from the start of the repair until completion are recorded in the database.

1.3.4 Customer Service **[Revised]**

1.3.4.1 Contractor's maintenance approach encompasses all activities required to support the offered equipment. Service activities include program management and maintenance support beginning with system installation and continuing through equipment end-of-life. Also included is the de-installation and disposal of equipment as required by the Purchasing Group Members.

1.3.4.2 Contractor's organization includes the following:

- Equipment installation
- On-site field service
- Repair parts provisioning and logistics
- Preventive and corrective maintenance
- Radiation leak tests
- Operator training

- Technical support
- Program management
- Call center operations

- Equipment database
- De-installation and disposal of equipment

1.3.4.3 The Contractor's operational structure of the Customer Service group is aligned into seven (7) teams or "elements". The manager for each element within the group reports directly to senior management. This vertical approach for providing service support achieves a streamlined flow of information and directives with a direct line-of-sight to and from top management. The simplified lines of communication within the organization allows for the fast and efficient transfer of information
within the group while maintaining management oversight of critical processes.

1.3.4.4 Contractor maintains an experienced, well-established call center, located in Morristown, NJ, that responds quickly and efficiently to service requests and inquiries. The call center is the nucleus of the organization and serves as the focal point for customer communication related to service issues. All agents are fluent in the English language
and are available to accept spare parts and consumable orders, provide basic product guidance, or route calls to the appropriate Level II Technical Support Engineer. More advanced LevelIII support is also available as required.

1.3.4.5 Calls received at the call center are dispatched to a Field Service Engineer (FSE). The FSE takes responsibility for equipment repair and verification. Contractor provides assistance to the FSE, as needed, in conjunction with technical support, repair parts provisioning, and the responsible product specialist.

1.3.4.6 Contractor shall respond to service requests within two (2) hours of the receipt of the call.

1.3.4.7 Technical support and help desk operations are available twenty-four (24) hours per day, seven (7) days a week. Correspondence via email is available for non-urgent inquiries. Technical support personnel evaluate the situation and recommend a primary course of action. For equipment problems, the specifics of the call are recorded in Service Management System (SMS) database. Items recorded include the date, site data, system data, observed conditions, error messages, probable causes, and the problem resolution action plan.

1.3.4.8 Contractor Contact Information

1.3.4.8.1 Service and Technical Support
Telephone: 1-800-297-0955
Email: customer.support@smithsdetection.com

1.3.4.8.2 Purchase Order Submittal ***[Revised]***
Contact name: Paul Rivello
Telephone: 1-661-297-0280
FAX: 1-661-297-0203
Email: Paul.Rivello@smithsdetection.com

1.3.4.8.3 Sales Support ***[Revised]***
Contact name: Paul Rivello
Telephone: 1-661-297-0280
FAX: 1-661-297-0203
Email: Paul.Rivello@smithsdetection.com

1.3.5 Reports

Contractor must provide to the AOC Project Manager, in a form acceptable to the AOC, quarterly reports which include a list of products that are manufacturer discontinued within the quarter reported or are scheduled to be manufacturer discontinued within the next twelve (12) month period. The report must include a proposed replacement product for any product that is manufacturer discontinued, as well as pricing for the proposed replacement. Additionally, the quarterly report must provide a summary, by Purchasing Group member, of the products and services ordered, including the total value ordered during the quarter reported. The quarterly report must also include serial numbers of the security screening equipment, maintenance services and support coverage or extended maintenance services and support dates for each unit. Quarterly reports must be provided to the AOC Project Manager no later than thirty (30) days after the end of each calendar quarter and must include purchases that are invoiced or paid for with a credit card.

2. Ordering Process

(a) Purchasing Group members may place individual orders for security screening equipment, training, installation, implementation and onsite maintenance services and support pursuant to this Master Agreement. An individual Purchasing Group member will place an order by issuing a Purchase Order to Contractor. A "Purchase Order" is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of the Purchase Order may vary. The terms and conditions of this Master Agreement No. MA301101 are applicable to all Purchase Orders, regardless of the form and format of Purchase Order and regardless of whether the Purchase Order references this Master Agreement or contains different or additional terms. In the event of a conflict or discrepancy between this Master Agreement and an individual Purchase Order, the terms and conditions of this Master Agreement will control. The Purchasing Group member placing the Purchase Order will be responsible for receipt and acceptance of any Work ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.

(b) The individual Purchasing Group member will be responsible for the receipt and acceptance of all equipment and Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

(c) Each Purchasing Group member placing a Purchase Order will include the name of a Purchasing Group member contact person in the Purchase Order ("Purchase Order Project Manager"). If the Purchasing Group member placing a Purchase Order is the AOC, the Purchase Order Project Manager for the AOC is the AOC Project Manager. Contractor must contact the Purchase Order Project Manager for the Purchasing Group member regarding questions on any Purchase Order or payment status of any Purchase Order.

(d) After a Purchase Order has been issued to Contractor by a Purchasing Group member, Contractor must provide the Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement must be submitted by facsimile or email, regardless of what method is used to place the order, and must include: the products and services ordered

delivery, installation and testing dates (if such delivery, installation and testing dates are known at the time the order is placed) and Contractor contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the order, including the products and services ordered, delivery, installation and testing dates (if such dates are included in the Purchase Order), and Contractor contact information, to the Purchasing Group member placing the order. Regardless whether a Purchase Order contains delivery, installation and testing dates, it is the obligation of Contractor to confirm or reconfirm, as applicable, such dates with the Purchasing Group member that placed the order before Contractor proceeds with such delivery, installation or

testing. Contractor understands and acknowledges that a Purchasing Group member may not know the delivery, installation and testing dates at the time an order is placed. Contractor further understands and acknowledges that even if a Purchase Order includes such dates, a change in circumstances beyond the reasonable control of the Purchasing Group member may require the Purchasing Group member to change the delivery, installation and/or testing dates at no extra cost to the Purchasing Group member. The time and place of delivery, installation and testing must be acceptable to the Purchasing Group member.

3. Packaging

All products must be delivered in the manufacturer's standard packaging. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Group member's Purchase Order number as well as the Contractor's name and phone number of who will be installing the equipment.

Each shipment shall include a packing slip showing the Purchase Order number, the ordering date, ordering department (if appropriate), ship-to location, the item number, product description, serial numbers, quantity ordered, quantity shipped and backordered items including the expected ship date.

4. Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order. All deliveries shall be made F.O.B. (free on board) destination as freight pre-paid. Purchasing Group members may not have a loading dock to accept deliveries. Therefore, Contractors shall assume that all deliveries will be inside deliveries to a specific location as designated by a representative of the Purchasing Group member placing the order and which there will be no additional charges for. Specific delivery instructions will be noted on the Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. When damage does occur, it is the responsibility of the Contractor to immediately notify the staff of the Purchasing Group member.

The Contractor shall bear the risk ofloss or damage to the ordered goods until the goods are delivered to the Purchasing Group member address indicated on the Purchase Order.

It is the responsibility of the Contractor to contact the Purchasing Group member to arrange for the installation of the ordered goods.

5. Rejection of Goods or Acceptance of Service

If a Purchasing Group member requests onsite maintenance service, a designated Purchasing Group member representative ("Representative") will review any completed maintenance or repairs and approve by signing the Contractor's service report. The Representative must then be given a copy of this approved Contractor's service report.

The Contractor shall arrange for the return of all mis-ordered, mis-shipped, returned or damaged items at no cost to the Purchasing Group member. There will be no restocking fee for returns of items that are damaged or shipped by the Contractor in error. The Contractor shall not charge the Purchasing Group member for the return of any mis-ordered, mis-shipped or damaged items.

6. Inventory

Contractor shall maintain spare parts inventory levels commensurate with the size of the installed base of equipment while taking into account the expected failure rates for each part. To meet customer requirements, Contractor has partnered with United Parcel Service (UPS) to provide overnight delivery of repair parts. Within a small variance from month-to-month, the measured fill-rate for overnight delivery / emergency shipments is greater than 95%. The UPS forward-stocking locations (warehouses) will provide spare parts within the prescribed timeline to ensure maximum uptime of the equipment.

Failure to maintain access to a reasonable stock level shall be deemed a material breach of this Master Agreement.

7. Estimated Volumes

No minimum estimate is stated in this Master Agreement. The individual Purchasing Group members will not be required to use any Master Agreement. The Purchasing Group members will make their purchasing decision based on what is in their best interest.

8. Warranty

If the Purchasing Group member is unable to accept a delivery of equipment or parts, they will be warehoused at a Purchasing Group member's warehouse until delivery can be made. Warranty of the equipment and parts will not be voided during this period; however the warranty period will have started upon acceptance to the warehouse.

END OF EXHIBIT A

The following list contains the provisions incorporated into Exhibit C, Master agreement General Conditions, pursuant to this Amendment 2.

27. REQUESTS, COMMUNICATION; NOTICES *[Revised]*

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

Grant Walker, Senior Business Services Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
(415) 865-4090
(415) 865-4326