

MASTER VENDOR AGREEMENT

WSI SMART SOLUTIONS AND LAS POSITAS COLLEGE

THIS MASTER VENDOR AGREEMENT (the "Agreement") is made and entered into on **April 1, 2012**, by and between WSI Smart Solutions ("WSI"), a California corporation with a principal place of business located at 2222 2nd Street, #14, Livermore, California 94550 (**mailing address of 4435 1st Street #355, Livermore, CA 94551**), and Las Positas College (the "Client"), with a principal place of business located at 3000 Campus Hill Drive, Livermore, CA 94551.

RECITALS

WHEREAS, WSI is engaged in the business of providing IT consulting services; and

WHEREAS, Client wishes to engage WSI, and WSI wishes to be engaged by Client, on the following terms, covenants, and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and premises of the parties, WSI and Client hereby covenant and agree as follows:

ARTICLE 1. TERM OF AGREEMENT

1.01 Term. This Agreement shall become effective on the date stated in the Description of Services ("Exhibit A") and fully incorporated herein by this reference, and shall continue in full force and effect until the services provided for herein have been performed, or until this Agreement is terminated in accordance with the terms and conditions of Compensation Schedule ("Exhibit B") and Article 6 below.

ARTICLE 2. SERVICES TO BE PERFORMED BY COMPANY

2.01 Specific Services. WSI agrees to perform the services specified in Exhibit A. Should any term and/or provision of this Agreement differ from that in Exhibit A, the terms and provisions of Exhibit A shall control.

2.02 Method of Performing Services. Subject to the Client's direction, WSI will determine the method, details and means of performing WSI's duties pursuant to this Agreement, except as to conditions imposed by State and Federal Law.

2.03 Status of WSI. WSI enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. WSI agrees that WSI is not and will not become an employee, partner, agent or principal of Client during the duration of this Agreement. WSI agrees and acknowledges that WSI shall not be entitled to the rights or benefits afforded to Client's regular employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit. WSI is responsible for providing, at WSI's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for WSI and for WSI's employees and subcontractors, if any, as necessary.

2.04 Payment of Income Taxes. WSI is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to WSI for services rendered hereunder.

2.05 Use of Employees or Subcontractors. WSI may, at WSI's own expense, use any employees or subcontractors as WSI deems necessary to perform the services required of WSI hereunder. Client may not control, direct or supervise WSI's employees or subcontractors in the performance of those services.

ARTICLE 3. COMPENSATION

3.01 Payment for Contractor's Services. In consideration for the services to be performed by WSI hereunder, Client agrees to pay WSI in accordance with Exhibit B and fully incorporated herein by this reference. For specific services such as website design a fifty percent (50%) deposit is required prior to any performance of services pursuant to Exhibit B. In the event this Agreement is terminated in accordance with the provisions of Article 6 below, or for any other reason, WSI shall be compensated for services rendered through the effective date of such termination and any deposit, if applicable, shall be non-refundable.

3.02. Terms of Payments, Late Fees. Unless either Exhibit A or Exhibit B provide otherwise, WSI shall invoice Client on a monthly basis for services rendered hereunder. WSI shall be compensated for such invoiced services no later than thirty (30) days from the date of Client's receipt of each invoice. Client hereby understands and acknowledges that any compensation for invoiced services received by WSI more than thirty (30) days from the date of Client's receipt of each invoice shall constitute a "late payment" and shall be subject to a corresponding interest/late fee accruing at a rate of 10 percent (10%) of the total amount invoiced and owing per annum.

ARTICLE 4. OBLIGATIONS OF COMPANY

4.01 Minimum Amount of Service. WSI agrees to devote as many hours per week and month as is reasonably necessary in performing WSI's duties hereunder.

4.02 Non-Exclusive Relationship. WSI may represent, perform services for and contract with as many additional clients, persons or companies as WSI, in WSI's sole discretion, sees fit, so long as WSI's representation or services performed for any such additional clients, persons or companies neither breaches any fiduciary duty owed Client and Client's client(s), nor interferes with WSI's duties to Client and Client's client(s) hereunder.

4.03 Time and Place of Performing Services. WSI shall perform its services to Client hereunder from its own facilities, or at the designated location described in Exhibit A, or at any other location as may be designated by Client or Client's client(s) from time to time.

4.04 Tools, Materials and Equipment. WSI shall supply all tools, materials and equipment required to perform WSI's services hereunder.

4.05 Workers' Compensation. WSI agrees to provide workers' compensation insurance for WSI's employees and agents, if any, and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability or death of any of WSI's employees or agents.

4.06 WSI's Qualifications. WSI represents that WSI has the qualifications and skills necessary to perform WSI's duties pursuant to this Agreement in a competent, professional manner, without the advice or direction of Client. This means that WSI is able and willing to fulfill all of the requirements of this Agreement. Failure to perform all the services required pursuant to this Agreement constitutes a material breach of this Agreement.

4.07 Limitation of Liability. WSI and Client agree that WSI may be providing services through third parties which are not within WSI's control and that WSI shall not be liable for any and all damages including but not limited to lost profits, which result from the actions of third parties including but not limited to situations where data is accessed through unauthorized means, exploitations of security gaps, weaknesses or flaws (whether known or known to WSI) which may exist in WSI services or the equipments used to provide WSI services.

Where Client has contracted for a document management module to their website which allows for its customers to access a secure section, then under no circumstances, including negligence, shall WSI or any of its employees, owners, or agents be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Client, any of Client's customers, or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if WSI has been advised of the possibility of such damages. Furthermore, WSI shall not be liable to Client, any of Client's customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use WSI's services, access to files and data by third party, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmissions or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to WSI's records, programs, equipment or services.

Client understands and acknowledges and agrees that if WSI takes any corrective action under this Agreement because of an action of Client or one of Client's customers, that corrective action may adversely affect other customers of Client, and Client agrees that WSI shall have no liability to Client, any of its customers, or any other third party due to such correction action by WSI. Client acknowledges that such action may include removal or loss of your content, disconnection or discontinuance of WSI services, and/or termination of Client's account with WSI. Client agrees that WSI has no liability to you or to any of its customers due to any action that WSI may take in such a case.

This limitation of liability reflects an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

4.08 No Warranty and Disclaimer. WSI will not monitor or exercise control over the content of the information transmitted through its facilities. WSI does not warrant that data or files sent by Client will be transmitted to its website in uncorrupted form or within a reasonable period of time. Use of the services or any information that may be obtained therefrom is at Client's own risk. WSI services are

provided on an as is basis, and Clients use of the services is at its own risk. Except as provided in this Agreement, WSI does not make, and hereby disclaims, any and all other express and/or implied warranties , including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage or trade practice. WSI does not represent or warrant that the services will be uninterrupted, error-free or completely secure.

4.09 Indemnity. Client agrees to indemnify, defend and hold WSI and its affiliates, agents, employees and licensors (including the third party service providers) harmless from any and all claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of Clients violations of this Agreement, or any other persons' rights including but not limited to infringement of any copyright or violation of any proprietary or privacy rights.

In no event will WSI or its third party service providers be liable to Client or any third party for any tort, contract or any other liability arising in connection with the use of the services, or reliance on any information or services provided by WSI. WSI and its third party service providers will under no circumstances be liable to Client and/or any third party, regardless of the form of action, for any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, even if WSI or its third party service providers have been advised of the possibility of such damages.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of WSI and provide access to all documents and files reasonably necessary to the performance of WSI's duties pursuant to this Agreement.

5.02 Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned by Client without WSI's prior written consent.

ARTICLE 6. TERMINATION OF AGREEMENT

6.01 Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of either party;
- b. Sale of the business of either party;
- c. Assignment of this Agreement by either party without the consent of the other party; or
- d. Upon thirty (30) days written notice unless otherwise agreed by WSI and the Client in writing.

6.02 Termination for Default. In the event either party hereto either (1) defaults in the performance of their respective duties pursuant to this Agreement, or (2) materially breaches any of the provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notification thereof to the breaching party. The Client and WSI agree that WSI will cease hosting activities with third parties on behalf of the Client and take down Client's website pursuant to this paragraph if the Client is in default. Further, WSI may accelerate its payments under the Term consistent with Exhibit B. Client agrees to waive any and all claims to Client losses incurred as a result of its default under this Agreement. Termination will take effect immediately upon receipt of notice by the breaching party or five (5)

days following the mailing of such notice, whichever occurs first. For the purposes of this Paragraph 6.02, material breach includes, without limitation, the following:

- a. Client's failure to pay WSI any compensation due hereunder within the time provided in Exhibit A;
- b. WSI's failure to complete the services specified in Exhibit A within a reasonable time except as to those delays caused by Client's failure to provide WSI with information WSI deems necessary for completion of WSI's services;
- c. WSI's material breach of any representation or agreement contained in Paragraph 4.06 above or anywhere else in this Agreement; or
- d. Client's material breach of any representation or agreement contained in this Agreement.

ARTICLE 7. PROPRIETARY RIGHTS

7.01 New Developments. Subject to Client's obligations with respect to, and Client's retained ownership of, the Confidential Information (as defined in Paragraph 7.03 below), Client hereby agrees that WSI shall be considered to be the author of all designs, drawings, specifications, software, and/or other copyrightable subject matter developed and/or created by WSI in connection with this Agreement. For avoidance of doubt and notwithstanding anything to the contrary herein, as between the parties hereto, Client shall retain all right, title and interest in any materials developed and/or created by Client or provided by Client to WSI. Client shall be the website owner.

7.02 Client Information and License. Client agrees to provide WSI with information WSI requests within a reasonable time frame. Client shall deliver to WSI the information in digitized form if available or any other form mutually agreeable to the parties. Client agrees to grant WSI an irrevocable license to use the information provided for performance of services under this Agreement.

7.03 Confidential Information.

a. Any written, printed, graphic or electronically or magnetically recorded information furnished by Client for WSI's use in performing WSI's duties hereunder are the sole property of Client. This proprietary information includes, without limitation, customer lists, customer requirements, marketing information and information concerning Client's employees, products, services, prices, operations and subsidiaries. *WSI shall keep this confidential information in the strictest confidence, and shall not disclose it by any means to any person except with Client's express approval, and only to the extent necessary to perform WSI's duties pursuant to this Agreement.* This prohibition also applies to WSI's employees, agents and subcontractors, if any. Upon the termination of this Agreement for any reason, WSI shall immediately return any and all confidential information in WSI's possession to Client.

b. WSI's obligations with respect to the Confidential Information shall not apply to any of the Confidential Information that (1) is or becomes a matter of general public knowledge other than by a breach of this Agreement by WSI or WSI's agents; (2) was known to WSI prior to it being disclosed to WSI by Client; or (3) WSI receives from any third party under circumstances where such independent disclosure to WSI by the third party was lawful and proper.

7.04 Non-Solicitation. Client shall not for a period of one (1) year immediately following the termination of the engagement contemplated by this Agreement, either

directly or indirectly call on, solicit or take away, or attempt to call on, solicit or take away any of WSI's employees or WSI's agents with whom Client became acquainted during the term of engagement, either on Client's behalf or on that of another person, firm or corporation. In the event that Client employs any of WSI's employees or WSI's agents during the above referenced time period, Client shall pay WSI the equivalent of twenty-five percent (25%) of the last annualized base salary of said employee or agent within thirty (30) days of hire as liquidated damages. Client and WSI agree that the amount stated herein as liquidated damages is reasonable under the circumstances existing at the time of execution of the Agreement.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices. Any notices required to be given hereunder by either party to the other may be effected by personal delivery; in writing; by mail, registered or certified, postage prepaid with return receipt requested, or by electronic mail to Client at cross@laspositascollege.edu, and to WSI at tom@wsismartsolutions.com. Mailed notices must be addressed to the parties at their respective addresses appearing in the introductory preamble of this Agreement, but either party may change their address by giving written notice in accordance with this Paragraph 8.01. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or five (5) days after mailing, whichever occurs first.

8.02 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by WSI for Client and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement hereby acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

8.03 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.04 Payment of Compensation Due WSI Upon Termination. Should this Agreement be terminated for any reason prior to WSI's completion of WSI's duties hereunder, any compensation due WSI from Client hereunder as of the date of termination shall be paid to WSI's representatives, administrators, successors and/or assigns.

8.05 Resolution of Disputes.

a. In the event a controversy arising out of this Agreement is unable to be resolved between the parties hereto, both Client and WSI hereby agree that such controversy will be referred to the San Francisco, California office of JAMS/Endispute ("JAMS") for informal, non-binding mediation, in accordance with the applicable JAMS rules for such mediation. The costs of the mediator shall be borne equally by the parties, and this obligation of mandatory mediation shall be fully enforceable in accordance with applicable federal and California state law.

b. In the event the dispute is not resolved through mediation within thirty (30) calendar days, Client and WSI hereby agree that the dispute arising between them shall be resolved by binding arbitration before a single retired judge of the Superior Court of the State of California, County of Alameda or the Federal Courts of the Northern District employed by JAMS or ADR Services, Inc. ("ADR") under the rules of JAMS or ADR. If JAMS or ADR shall no longer exist, or if they fail to accept such submission, then the dispute shall be resolved by binding arbitration before the American Arbitration Association ("AAA") under its commercial arbitration rules then in effect, with a neutral arbitrator selected in a manner consistent with the AAA's National Rules for Arbitration. Such arbitration shall be initiated by WSI or Client, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate. In rendering a decision, the arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of California as applicable to the terms and conditions of this Agreement. The arbitrator may grant any remedy or relief that is available in the Superior Court of the State of California. The parties shall advance the direct costs of the arbitration. The arbitrator shall award costs, including attorneys' fees and expert witness costs, to the prevailing party as determined by the arbitrator.

8.06 No Waivers. No waiver with respect to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between or among any of the parties, shall constitute a waiver of, or shall preclude any other or further exercise of the same or any other right, power or remedy.

8.07 Attorneys' Fees. In the event any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.08 Governing Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of California applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. The determination of the terms of, and the drafting of this Agreement have been by mutual agreement after negotiation with consideration by and participation of all parties hereto. The presumption found in Civil Code Section 1654, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist, is hereby waived by all parties.

8.09 Rule of Construction. The parties each represent that they have read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties further represent that they have each had an opportunity to consult an attorney, receive advice, request changes and have any ambiguities explained to their satisfaction.

8.10 Force Majeure. No party shall be held to be in breach of this Agreement by reason of any failure or delay in its performance under this Agreement if that failure is due to causes beyond its reasonable control, including but not limited to, acts of the other parties, acts of God, delays in transportation, inability beyond its reasonable control to obtain necessary labor or materials, or events such as fires,

floods, earthquakes, storms, or action by a public authority. To the extent that failure to perform is caused by such an event, the failing party shall be excused from performance under this Agreement as long as the event continues to prevent performance, provided that party takes all reasonable steps to resume full performance.

8.11 Headings. The captions and headings used in this Agreement are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Agreement.

8.12 Enforcement. The parties hereto agree and acknowledge that, because any remedy available at law for any breach of Paragraph 7.03 above, regarding confidential information, may be inadequate, the parties hereto shall be entitled to specific performance and injunctive relief or other equitable relief in the event of any such breach in addition to any other remedies which the non-breaching party may seek existing in law or equity.

8.13. Time. The parties hereto agree and acknowledge that time is of the essence with respect to the terms and provisions of this Agreement and Exhibit A and Exhibit B attached hereto.

8.14 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, of the parties hereto. Signatures may be transmitted by facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement in Livermore, California effective as of the date first written above.

"CLIENT"
LAS POSITAS COLLEGE

"WSI"
WSI SMART SOLUTIONS

By: _____
Lorenzo Legaspi, Vice Chancellor of
Business Services, Las Positas College

By: _____
Thomas W. Petty, President
WSI Smart Solutions

Exhibit A – Description of Services

1. Nature of the Job

Design and develop a new WordPress website using a template as the base design, provide hosting, and build the completed website as per client requirements.

2. Effective Date of the Engagement

April 1, 2012

3. Description of the Services

Initial Setup (US\$2900.00 one time charge)

- a. Develop logo, color scheme, and website design including graphical elements and page layout.
- b. Host the site using the WordPress platform and apply the graphical design
- c. Create up to 20 site pages with content, 7 of which are optimized to show up on the search engines
- d. Install forum platform
- e. Install analytics software
- f. Install XML site map and register with Google and Yahoo
- g. Install Google and Yahoo validation files
- h. Install robots.txt file
- i. Register site with Google and Yahoo

Ongoing Hosting and Support (US\$95.00 per month or US\$1045.00 per year payable in advance)

- a. Provide web hosting, up to 2GB of e-mail space, up to 300 mailboxes, unlimited aliases
- b. Up to one (1) hour of website support, changes and updates per month
- c. Site maintenance to apply patches and upgrades (done off hours) at least twice per year
- d. Nightly site and database backups

4. Target Completion Date(s)

Site development is approximately 4-8 weeks before site can be fully launched, but that timeline may vary.

5. Contact Persons

Client

Cynthia Ross
E-mail: cross@laspositascollege.edu
Phone: (925) 424-1297

WSI

Thomas Petty
E-mail: tom@wsismartsolutions.com
Phone: (925) 245-0216

6. Term of the Engagement

Six months, month-to-month thereafter or one year, if annual hosting/support is purchased.

7. Minimum Hours Per Week or Month, if any

None

Exhibit B – Compensation Schedule

1. Compensation (inclusive of periodic or other bases for payment)

A \$1450.00 deposit is required to get started, which for the initial setup and design. Before site launch, the remaining \$1450.00 is due and Client sign-off of site setup is required.

Site maintenance and hosting will be billed on the first of the month following site launch.

Choose One:

- Monthly Hosting/Support at \$95.00/month (requires credit card to be kept on file). Initials _____
- Annual Hosting/Support at \$1045.00/year. Initials _____

All further work will be provided on a billed hourly basis at \$125/hour, with a minimum billed time of ¼ of an hour (\$31.25/quarter hour). Documentation will be provided showing the hours worked on a monthly basis.

Regular Time is during business hours, 8:00 a.m. until 5:00 p.m. Pacific Time, Monday-Friday on WSI non-holidays. After Hours is any time outside of the Regular Time. After Hours must be pre-scheduled with WSI. WSI is not obligated to provide services outside of Regular Time, however, we strive to accommodate our clients' business needs.

If any work is required outside Regular Time, it will be billed at a rate of \$175/hour with a minimum billable time of ¼ an hour (\$43.75/quarter hour). WSI will seek pre-approval from Client for After Hours work. Verbal and email communications are deemed sufficient approval from Client to authorize WSI's After Hours work and charges.

2. Requirements for invoices (and supporting documentation)

WSI will provide Client with monthly invoices with short descriptions of services rendered during the previous month.

Any disputed hours or work performed must be provided in writing to WSI within ten (10) days of the invoice date.

3. Terms of Payment

Payment shall be net thirty (30) days from receipt of invoice. Any late payment shall be subject to a late penalty/interest pursuant to section 3.02 of this Agreement.

All recurring payments must be made by credit card (MasterCard, Visa or American Express) which will be kept on file with WSI. See Credit Card Authorization ("Exhibit C").

Exhibit C – Credit Card

Company Name	
Billing Address	
City, ST Zip Code	
Phone Number	
CREDIT CARD AUTHORIZATION INFORMATION	
Credit Card Type (Visa, MC, AmEx)	
Name on Card	
Card Number	
Security Code (3 digits on back of card for Visa/MC, 4 digits on front of AmEx)	
Expiration Date	

We hereby authorize WSI Smart Solutions (“WSI”) to charge the above named credit card for all future outstanding balances for services provided by WSI. This information will remain on file and in effect until WSI receives written notice to change or cancel the payment method.

Any outstanding balances are due immediately if the credit card listed above is cancelled or has insufficient funds to cover the charges. Any charges that are thirty (30) days or more late will be assessed a late fee pursuant to section 3.02 in this Agreement.

Authorized Signature

Date

Print Name