

**MEDIATION CASE MANAGER
MANAGED MEDIATION
INDEPENDENT CONTRACTOR AGREEMENT
FOR OREGON FORECLOSURE AVOIDANCE PROGRAM
MEDIATIONS**

THIS MANAGED MEDIATION INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of Oct 25th 2015, by and between Canopy Software, Inc., a Florida corporation, d/b/a Mediation Case Manager, whose address is 1493 Market Street, Tallahassee, FL 32312, ("Corporation") and Central Oregon Mediation an Oregon nonprofit corporation whose address is 1029 NW 14th St, Bend, OR 97703 ("Contractor").

WHEREAS, Corporation, is the Service Provider under a contract dated June 10, 2013 with the State of Oregon, acting by and through its Department of Justice ("DOJ"), to coordinate and manage the Oregon Foreclosure Avoidance Program ("Program"), which enables a Beneficiary and a Grantor to attempt to negotiate and agree upon a foreclosure avoidance measure; and

WHEREAS, ORS 86.707 refers to the meetings as "resolution conferences" not "mediations" and to the persons who conduct the meetings as "facilitators" not "mediators" but OAR Chapter 137, Division 110 ("Administrative Rules") nonetheless requires facilitators to have mediation experience and training. As such, the words "facilitation" and "mediation" and "facilitator" and "mediator" may be used interchangeably in this Agreement. For purposes of this Agreement, unless specified otherwise, references to a mediator or facilitator shall refer to both a Private Facilitator and a Contractor Facilitator, as those terms are hereafter defined; and

WHEREAS, Corporation desires to contract with Contractor to provide services for Program to offer managed mediation services in accordance with the terms of this Agreement and to compensate Contractor for services rendered to the Corporation on a basis described in this Agreement; and

WHEREAS, Contractor is willing to perform services for Corporation in accordance with the terms set forth in this Agreement and any further attached Statement of Work; and

NOW, THEREFORE, In consideration of the mutual covenants and agreements contained in this Agreement, Corporation and Contractor agree as follows:

1. RECITALS. The parties agree that the foregoing recitals are true and correct and incorporated into this Agreement by reference.

2. DEFINITIONS. The following defined terms apply to this Agreement:

A. "Business Hours" means 8:30am - 4:30pm Pacific Time (PT), Monday through Friday, excluding State-recognized holidays.

B. "Case" means a unique matter that the Service Provider assigns a number upon receipt of a Notice of Facilitation, Request for Facilitation, or Response to Request for Facilitation.

C. "Case Management System" ("CMS") means the hosted software solution used by Contractor to support provision of Services under this Agreement.

D. "Contractor Facilitator" means any Facilitator who volunteers with or is employed by Contractor and is not paid by Corporation for their Program Facilitation services.

E. "Corporation Intellectual Property" means any intellectual property that is owned by Corporation and contained in or necessary or convenient for the use of the CMS and any documentation associated therewith. Corporation Intellectual Property includes the CMS, all

enhancements and modifications thereto or other processes or inventions not dependent upon the Program Data or intellectual property created or provided by DOJ, related documentation, and derivative works and compilations of any Corporation Intellectual Property.

F. "High Speed Internet" means a broadband Internet connection that operated at a speed between 7.1 and 50 megabytes per second. DSL, Cable and Fiber-Optic Internet services will all be deemed acceptable.

G. "Private Facilitator" means any Facilitator who registers through Corporation to be paid individually by Corporation for their Program facilitation services.

H. "Program Data" means all information submitted by a Grantor or Beneficiary, or their agents or advisors, or by a facilitator, dispute resolution program, Housing Counselor, or MSP or Service Provider staff to the MSP, Service Provider, or the Program.

I. "Program Materials" means all written documentation, training materials, instructions, operating procedures, and standards created for the Program, excluding documentation contained within Corporation Intellectual Property.

J. "Third Party Intellectual Property" means any intellectual property owned by parties other than DOJ or Corporation and contained in or necessary for the use, or optimal use, of the CMS and any documentation related to the CMS.

K. "Work Product" means every intellectual property right whatsoever or any interest therein that is specifically made, conceived, discovered, or reduced to practice under the Contract or this Agreement by Corporation or Contractor (either alone or with others) for the purposes of performance of the objectives of the Contract or this Agreement. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include Corporation Intellectual Property or Third Party Intellectual Property

L. Definitions of terms provided in Oregon statutes, laws and Administrative Rules pertaining to the Program shall be deemed Incorporated herein.

3. TERM. This Agreement between Corporation and Contractor will begin on Oct 1st '15 and shall continue for a term of one (1) year.

4. REGION. Corporation agrees to assign to Contractor, without any guarantee as to volume or number of such assignments, Resolution Conferences in connection with the Program on properties located within Creek, Deschutes, & Jefferson Counties Oregon.

5. SERVICES. Contractor agrees to perform the following Services:

- A. Manage office(s) located in Bend, Oregon.
- B. Assist Corporation in selecting facilitators that meet the requirements in the Administrative Rules.
- C. Assist Corporation with confirming the credentials of facilitators
- D. Manage the schedules of the facilitators by selecting facilitators for specific facilitation sessions.
- E. Contractor shall provide and maintain at each location, at no extra cost to Corporation,

sufficient and adequate meeting room space to conduct resolution conferences at its facility.

- F. Contractor shall ensure that all conference rooms at each location are adequately constructed to maintain the confidentiality of resolution conferences.
- G. Contractor shall provide and maintain at each location, at no cost to Corporation, sufficient and adequate telephone lines, telephone instruments in each room used for resolution conferences, fax lines, computers and printers, wired or wireless internet connections, and copy machines.
- H. Contractor shall make available at each location, at no cost to Corporation, sufficient and adequate parking space capability to accommodate the attendance of the facilitator and all parties and representatives to the resolution conference. Parking shall be within a reasonable distance from the conference location and shall have adequate handicap accessibility.
- I. Contractor, at each location, shall make the facility available during Business Hours. Contractor shall ensure that each location is open an adequate number of hours each week to service the volume of resolution conferences scheduled for that week. If Contractor's office needs to be closed for any period of time longer than three (3) consecutive business days, it shall give Corporation fourteen (14) days advance written notice so resolution conferences can be rescheduled.
- J. Contractor is paid on a per-Case fee basis. Corporation shall remit payment to Contractor upon verification by it that Contractor has performed and completed the requisite services; such determination to be based upon information input to the CMS by Contractor, and shall be subject to audit and correction at any time by Corporation. Contractor shall be obliged to maintain the continuing accuracy of such information and shall notify Corporation in the event that payments remitted by Corporation to Contractor do not accurately match the compensation due for the services completed. Each month following the month Contractor provided completed Services, Corporation shall pay Contractor in accordance with the Agreement.
- K. Pay facilitators, if payment is required; provided, however, Contractor shall not pay Private Facilitators, who are not volunteer mediators or employees of Contractor and who by separate agreement with Corporation are paid directly by Corporation.
- L. Pay Contractor's subcontractors, including office partners, directly within thirty (30) days of Contractor's receipt of payment from Corporation.
- M. Upon reasonable request of Corporation, attend meetings telephonically or in-person to further discuss and educate the facilitators or participants regarding the Program.
- N. When directed by the Corporation through random facilitator assignment and notified via the CMS, provide a facilitator pre-approved by the Corporation to conduct a resolution conference. Facilitators shall be subject to removal from the roster of approved facilitators by Corporation or Contractor without notice, and shall remain on the list of approved facilitators at the discretion of the Contractor.
- O. Contractor's duties and responsibilities are subject to revision as necessary to maintain compliance with Oregon law, Administrative Rules, and directives of DOJ that relate to the implementation and operation of the Program.

- P. Contractor shall collect all post-session documentation immediately following the resolution conference and upload post-conference documentation into the Case Management System on the same day as the conference occurs, except for resolution conferences that conclude after 5:00pm for which post-conference documentation shall be collected and uploaded by the end of the following business day.

6. FEES AND PAYMENT. As consideration for the Services Contractor has agreed to perform under Paragraph 5 of this Agreement, Corporation shall pay Contractor a fee consisting of the following:

- A. Corporation shall pay Contractor THREE HUNDRED SIXTY DOLLARS (\$360.00) for each Case in which a Contractor Facilitator conducts at least one (1) Resolution Conference and the Case has been closed.
- B. Corporation shall pay Contractor ONE HUNDRED AND TWENTY DOLLARS (\$120.00) for each Case in which a Private Facilitator conducts at least one (1) Resolution Conference and the Case has been closed.
- C. In no event shall the Corporation pay more than THREE HUNDRED SIXTY DOLLARS (\$360.00) for a single Case, even if multiple conferences are required to conclude the Case. Therefore, Contractor shall make a reasonable attempt to ensure the same facilitator performs all conferences for a single Case.
- D. Corporation reserves the right to audit closed Cases and to receive a credit for payments on Cases that were closed without the steps required by Corporation, by Statute or Administrative Rule, or by this Agreement.
- E. Payment will be remitted to Contractor by the later of (1) thirty (30) days from the date the Case is closed and (2) the receipt by Corporation of payments from DOJ or other sources obligated to pay Corporation for Corporation's services related to such Case. Corporation shall not be liable for payments to Contractor if Corporation has not been compensated by DOJ or other sources obligated to pay Corporation for Corporation's services relative to Cases or services/work performed by Contractor and billed by Contractor to Corporation. All payments to Contractor by Corporation shall be further contingent upon reasonable completion and delivery to Corporation of the Services, written products, and reports agreed by Corporation and Contractor in Section 5 of this Agreement.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING.

Contractor shall perform all Services as an Independent Contractor. Corporation reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, Corporation may not and will not control the manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. If Contractor is currently performing services or other work for the State of Oregon or the federal government, Contractor by signature to this Agreement, represents and warrants that: Contractor's services/work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 or other applicable law and no statutes, rules or regulations of the state or federal agency for which the Contractor currently performs services or work would prohibit Contractor's services under this Agreement. Contractor

understands and agrees that it is not an officer or employee or agent of Corporation, as those terms are commonly understood or used in ORS 30.265. Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding and has so notified Corporation in writing, Corporation will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or worker's compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

8. COMMUNICATION SERVICE AND EQUIPMENT. Contractor shall be responsible for acquiring and maintaining all necessary and reasonable communication service and equipment to deliver the Services; including, but not limited to, long distance telephone service; high-speed Internet connection; voicemail, fax machine; scanner, and copying machine. Additionally, Contractor is required at all times maintain updated contact information (telephone numbers and business office address, key contact person cell phone numbers, etc.) for employees, directors, and Contractor Facilitators and provide that information to Corporation upon request.

9. INDEMNITY. Contractor shall defend and indemnify Corporation, the State of Oregon and its Department of Justice, including their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from or arising out of the negligence, willful misconduct, breach of any representation or warranty under this agreement, or failure to perform Contractor's obligations under this Agreement by Contractor, its officers, employees, subcontractors or agents, including a Contractor Facilitator who shall be considered an agent of the Contractor; or for any injuries to persons (including death) or damage to property caused by the negligent or willful acts or omissions of Contractor, its officers, employees, subcontractors or agents. Corporation shall to the same extent indemnify and defend Contractor, including its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising out of, or relating to the intentional misconduct, gross negligence, reckless, or negligent acts or omissions of Corporation or its officers, employees, subcontractors, or agents under this agreement.

10. INSURANCE. At all times during the term of this Agreement, both Parties shall have and maintain in force, at their own expense, appropriate insurance on terms and amounts sufficient to honor the assurances, protections and indemnities given by one to the other pursuant to this Agreement. Contractor shall name Corporation as an additional insured under any of its policies of general or public liability, insuring Corporation to the same extent as Contractor for liabilities arising from acts of omissions contractor or its employees, agents, representatives, and for exposures to claims by third parties for loss, damage or injury of any nature in connection with the conduct of services contemplated under this Agreement. In the event that Contractor (including Facilitators) claims immunity, privilege or defense as provided by state or federal law, it agrees to assert such and indemnify and defend Corporation as to any matters where such privileges, immunities or rights are deemed by Contractor to exist for its protection. In the event that Corporation should at any time determine that certain additional forms of insurance may be necessary or desirable for its own protection in connection with this Agreement, which Contractor would not otherwise reasonably maintain for itself, Contractor agrees to cooperate with Corporation in the placement of such insurance protecting Corporation at Corporation's expense. Provided, however, Corporation shall not be responsible for the payment or procurement of standard lines of insurance coverage which Contractor, in the prudent exercise of its duties hereunder, should maintain upon itself and its employees, representatives, and agents, for matters of professional liability, or loss or damage of any nature limited to Contractor. The presence of any insurance or privileges and immunities or rights by law shall in no manner limit either party's obligations to the other pursuant to this agreement. Contractor shall provide certificates of all insurance policies maintained by it, upon request of Corporation.

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11. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to Corporation that (i) Contractor has the power and authority to enter into and perform this Agreement; (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (iii) Contractor has the skill and knowledge possessed by well-informed members of Contractor's industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the contracted work and services in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession; (iv) Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and licensed, if one is required, to perform the work and services; (v) Contractor expressly and specifically represents and warrants that it is knowledgeable of and will abide by all provisions, requirements and terms of the Program, the laws statutes creating same and all Administrative Rules promulgated pursuant thereto, and Contractor shall at all times maintain and apply such knowledge including as to any changes, revisions or amendments to the Program, applicable law, statute and Administrative Rules; and, (vi) Contractor expressly and specifically represents and warrants that Contractor is not in breach or violation of any law, regulation or other rule of any government authority or ruling or other determination of any court or other tribunal to which the Contractor or the Contractor's business is subject. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

12. OWNERSHIP AND LICENSE IN INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY AND PROGRAM DATA. Except as expressly set forth in this Agreement for the purposes of fulfilling same, and limited solely to such purposes, nothing in this Agreement shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property, or in data or information that relates to the Program, the CMS, Contractor's proprietary software, systems, inventions, publications that are now owned or subsequently owned by Corporation, and neither Contractor nor its agents, employees or the like shall make any use of such outside the purposes and constraints of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Department of Justice (DOJ) owns all Program Data, Program Materials, and Work Product. To the extent applicable, all Work Product is a work made for hire within the meaning of the Copyright Act, and Contractor hereby irrevocably assigns all right, title, and interest in such Work Product to DOJ, and shall execute any documents and take any other actions DOJ reasonably deems necessary to secure DOJ's ownership in the Work Product.

13. CONFIDENTIALITY AND NON-DISCLOSURE. Contractor shall provide the Services in accordance with applicable state law, Administrative Rules, and all other laws generally applicable to facilitators and the Program, and shall protect from disclosure all personally identifiable information and any information that is otherwise confidential or protected by law. Contractor must maintain the confidentiality of all Program Data, and may use the Program Data only for the purpose of performing the Services described in this Contract. Contractor must not disclose Program Data to any person or entity except as required to provide the Services. Contractor shall ensure that access to Program Data, whether stored or maintained in hard copy, electronically or via the web accessible CMS, is secure and that access to this information is limited to only those persons and functions necessary to perform the required Services. Any use of "cloud-based" services for the transmission or electronic storage of Program Data using such services as Google Drive or Drop Box is not permitted unless expressly authorized in writing by DOJ. Program Data containing party name, address, financial information, birthdates, social security numbers other personal information may not be transmitted via email unless over a system approved by DOJ. Contractor must promptly report to Corporation (a) any unauthorized disclosure by Contractor of Confidential Information, and (b) any breach of security, use, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Program Data to which the Contractor receives access, possession, custody or control.

14. RELEASE OF DATA. Contractor shall not release or otherwise reveal to third parties, including the courts, any Program Data, statistics, reports or results regarding the Program without express written approval of DOJ or order of the Court. If Contractor desires to release any such information to third parties, it shall obtain DOJ prior written approval. The provisions of this section will not restrict the Contractor from disclosing Program Data to the extent required by any law or regulation such as the Oregon Public Records law or to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure does not include any personally identifiable information including but not limited to a party's name, address, financial information, birthdates or social security numbers.)

15. TERMINATION. Corporation has the right to cancel or terminate this Agreement at any time, with thirty (30) days written notice, due to termination of the Contract with DOJ, DOJ or the Oregon Legislature discontinuing the Program or discontinuing payments to Corporation, or DOJ revoking its approval of this Agreement. Otherwise, this Agreement may be terminated by Corporation or Contractor upon giving sixty (60) days prior written notice to the other party. Any notice of termination shall be sent to the principal address of the other party as listed in the opening of this Agreement. Notices shall be sent by overnight courier, signature required, or by a reputable messenger service that delivers a receipt. Any such notice shall be effective upon receipt. Upon receipt of notice of termination, Contractor shall make reasonable efforts to cease all work and cease incurring expenses. Contractor shall be entitled to all fees incurred for the Services completed and for which Corporation has been paid pursuant to its contract with DOJ, through the effective date of termination, which includes the Contractor ceasing to schedule new facilitations and continuing to coordinate facilitations already scheduled prior to the effective date of termination, as long as the quality of such work is reasonable.

16. RECORDS MAINTENANCE; ACCESS. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Corporation, the State or DOJ and the State of Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Agreement, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

17. ADVERTISING. Neither party shall publish, or cause to have published, or make public use of the other's name, logos, trademarks, or any information about its relationship with the other party without the prior written permission of the other party for each individual instance, which permission may be withdrawn at any time in a party's discretion. Provided, however, that this provision shall not be construed so as to in any way limit or inhibit the public promotion, advertising and dissemination of information relative to the Program and its objectives and purposes.

18. SUBCONTRACTS, SUCCESSORS, AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Agreement without Corporation's prior written consent. In addition to any other provisions Corporation may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that Corporation will receive the benefit of subcontractor(s) performance as if the subcontractor were the Contractor with respect to all provisions of this agreement and Contractor's obligations to Corporation. Corporation's

consent to any subcontract shall not relieve the Contractor of any of its duties or obligations under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permanent assigns, if any. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Agreement without the Corporation's prior written consent.

19. LIMITATION OF LIABILITIES. In no event shall either party, its officers, directors, employees, agents or affiliates be liable to the other party with respect to this Agreement, or for any act or omission occurring in connection with this Agreement, for lost profits, loss of business or any other indirect, incidental, consequential, special or punitive damages or attorneys' fees of any nature or under any legal theory whatsoever, even if advised of the possibility of such damages and regardless of whether or not the damages were reasonably foreseeable. Provided, however, that such limitation of liability shall not be construed in any way to limit Contractor's obligations under Sections 9, 11, 12, and 13 of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW. In their performance of this Agreement, Contractor and Corporation shall fully comply with all applicable federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established or pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

21. NO THIRD PARTY BENEFICIARIES. Corporation and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding anything in this Section 21 to the contrary, the Department of Justice is the intended beneficiary of Contractor's performance under this Agreement, and the parties agree that the Department of Justice may enforce such performance, which includes but is not limited to Contractor's obligations under Sections 7 (INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING), 9 (INDEMNITY), 11 (REPRESENTATIONS AND WARRANTIES), 12 (OWNERSHIP AND LICENSE IN INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY AND MEDIATION PROGRAM DATA), 16 (RECORDS MAINTENANCE; ACCESS), 18 (SUBCONTRACTS, SUCCESSORS, AND ASSIGNMENTS), 20 (COMPLIANCE WITH APPLICABLE LAW), 21 (NO THIRD PARTY BENEFICIARIES), 24 (GOVERNING LAW; VENUE; CONSENT TO JURISDICTION), 25 (FOREIGN CONTRACTOR), 26 (SURVIVAL), and the Statement of Work.

22. DISPUTES AND MEDIATION. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement, the Parties agree that the dispute will be submitted to mediation as a condition precedent to any Party commencing litigation. In such an event, the Parties agree to participate in good faith in a process in which a mediator attempts to

assist and facilitate the parties in reaching a mutually acceptable resolution of the controversy. The mediator has no authority to force a settlement on the parties. The mediator shall be selected by mutual agreement of the Parties within ten (10) days of a Party's request for mediation, but in the absence of such agreement, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. Each Party shall bear its own costs and one-half of the costs of the mediator. The schedule and time allowed for mediation shall be mutually acceptable and, if they cannot agree within seven (7) days, shall be set by the mediator. The Parties agree to comply with the statutes and administrative rules governing the confidentiality of mediation, including OAR 137-008-0100. The parties must participate in at least one face-to-face mediation session before concluding that mediation will not result in mutually acceptable resolution and proceeding to litigation. If a Party asserts that immediate relief is required and the other party does not immediately stop all activity that the other Party asserts is, or would become a violation of the contract, the other party may, in lieu of mediation, immediately seek interim judicial relief under standards and procedures otherwise provided by law.

23. MERGER CLAUSE; WAIVER. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. The parties agree that the terms of this Agreement supersede and replace any prior agreements between them or as between Contractor and any prior entity identified as Corporation in any earlier agreements regarding the subject matter hereof. In particular, this Agreement replaces and supersedes any prior agreement as between Contractor and The Collins Center for Public Policy, Inc. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute any waiver by that party of that or any other provision.

24. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION. This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Corporation and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court in the County where Corporation maintains its physical office within the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

25. FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall, to the extent required by Oregon law, promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the work under this Agreement in the State of Oregon prior to entering into this Agreement.

26. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections: 9 (Indemnity), 10 (Insurance), 11 (Representations and Warranties), 12 (Ownership and License of Intellectual Property, Information Technology and Mediation Program Data), 15 (Termination), 16 (Records Maintenance; Access), 21 (No Third Party Beneficiaries), 23 (Merger Clause, Waiver), 24 (Governing Law; Venue; Consent to Jurisdiction); and 26 (Survival)

IN WITNESS HEREOF, Corporation and Contractor have executed this Agreement as of the day

and year first written above with full authority to enter into this binding Agreement.

Organization: Central Oregon Mediation, Inc. 93-1247063
an Oregon nonprofit corporation FEIN

Signature: Gary A. Winterstem Director
Title

Printed Name: Gary A Winterstem 10/1/2015
Date

Organization: Software, Inc d/b/a Mediation Case Manager 53-3359046
a Florida Corporation FEIN

Signature: [Signature] President
Title

Printed Name: Jay Foster 11/2/15
Date

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