

confidentiality agreement, and execution of an affidavit that he or she had returned the manual at the end of the case.

5. CMI presented this standard procedure and sample documents in its Proposal.

6. After receiving CMI's Proposal, the State sent CMI a Request for Clarification. CMI's standard procedure was among the items addressed in the request, because the State had identified typographical errors in the standard form CMI had provided with its Proposal. In response, CMI provided the State with a corrected and slightly revised version of the standard procedure.

7. At no time during the RFP/Proposal/Contract Award process did the State question or challenge the substance of CMI's standard procedure for supplying information to attorneys.

8. At no time during the RFP/Proposal/Contract Award process did the State indicate that it required CMI to provide Minnesota litigants with anything more than a copy of the Operation Manual.

9. At no time did CMI agree to provide Minnesota litigants with anything more than a copy of the Operation Manual.

10. For each of these reasons, CMI believed, and still believes, that the State was fully aware of, and freely accepted, CMI's standard policy as its agreed upon response to Special Condition 12 in the State's RFP, and awarded the Contract to CMI with that knowledge.

11. At the time the Contract was executed, CMI did not consider the source code to be a manual, a pamphlet, or a document.

12. At no time during the RFP/Proposal/Contract Award process did CMI intend to make its proprietary, trade secret source code available to Minnesota litigants, under any circumstances.

FURTHER THE AFFIANT SAYETH NAUGHT

Dated: May 15, 2009

By: _____



Subscribed and sworn to before me
this 15 day of May, 2009.

Donna K. Parks
Notary Public
4495699v1

