

**JUDICIAL COUNCIL OF CALIFORNIA**  
**STANDARD AMENDMENT COVERSHEET** (rev 07-14-14)

AGREEMENT NUMBER <b>1033249</b>	AMENDMENT NUMBER <b>1</b>
	FEDERAL EMPLOYER ID NUMBER <b>ON FILE</b>

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 Agreement, the term "Contractor" refers to **TeleSpace, LLC** in association with **Connected Justice Consortium**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California**.

2 Title of the Agreement: **Master Agreement for Video Remote Interpreting ("VRI") Goods and Services and VRI Assessment Program.**



*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this*

3 This Amendment becomes effective on **September 16, 2019**.

4 The parties agree to amend the Agreement as follows:

- A. Appendix A, Statement of Work, is hereby removed in its entirety and replaced with Appendix A, Goods and Services, Revision No. 1. Attached hereto and incorporated herewith.
- B. Appendix B, Pricing and Payment, is hereby removed in its entirety and replaced with Appendix B, Pricing and Payment, Revision No. 1, attached hereto and incorporated herewith.

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

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	TeleSpace, LLC
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Walsh, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Philip T. Kiser, CEO Kiser
DATE EXECUTED SEP 18 2019	DATE EXECUTED 09/18/2019
ADDRESS Attn: Branch Accounting and Procurement   Administrative Division 455 Golden Gate Ave, 6 <sup>th</sup> Floor San Francisco, CA 94102	ADDRESS Attn: Philip Kiser 600 North Loop 1604E San Antonio, TX 78232

**APPENDIX A**  
**Goods and Services**  
**Revision No. 1**

**1. Background, Purpose, and Ordering.**

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's participation in the VRI Assessment Program, as set forth in Appendix F, and provision of Work to the JBEs. "Work" shall mean Contractor's "VRI Solution(s)", which includes the Goods, Services, and Deliverables as further described in Sections 3 and 4 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.2** Subject to the provisions of Section 2 of this Appendix A, each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix E to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE and the Contractor agrees to such Participating Addendum, the Contractor will acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.4** Under a Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between

Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

**1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE’s use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

**1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide similar goods and services. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide similar goods and services.

**2. Assessment Program Completion.** Neither Contractor nor any JBE may enter into a Participating Addendum unless and until (i) Contractor’s VRI Solution(s) satisfactorily meets the requirements of the VRI Assessment Program, as set forth in Appendix F; (ii) the Establishing JBE executes the acceptance form set forth as Attachment 1 to Appendix F; and (iii) Contractor and the Establishing JBE execute a written amendment to this Agreement that effectuates the terms and intent of the acceptance form.

**3. Goods**

**3.1 Description of Goods.** As ordered by each JBE under a Participating Addendum, Contractor shall provide to the JBEs the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement:

**A. Oxnard, CA Court Equipment list:**

**EQUIPMENT, CORE INSTALLATION HARDWARE & INSTALL CONSUMABLES**

**Microphones, Source Devices & Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Hypercardioid Condenser Gooseneck Microphone (6" Length)	Audio Technica	ES935H6	\$220.00	1	Interpreters	\$220.00
Miniature Transformer Balancing Adapter, 3 Pole XLR Male - RCA Socket, Black Coded	Neutrik	NA2M-D0B-TX	\$37.21	1	Interpreters	\$37.21
Miniature Transformer Balancing Adapter, 3 Pole XLR Female - RCA Socket, Black Coded	Neutrik	NA2F-D0B-TX	\$38.72	1	Interpreters	\$38.72

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Balanced Dual-Channel Audio Isolation Transformer	Kramer	TR-2A	\$150.00	1	Interpreters	\$150.00
Portable Weighted Microphone Base / Desk Stand, XLR In, XLRM Out w/Integrated Muting	Audio Technica	AT8666RSP	\$138.89	1	Interpreters	\$138.89
USB Digital Audio Interface - 24-bit USB Audio Interface for PC & Mac with S/PDIF I/O	ESI	U24 XL	\$144.39	1	Interpreters	\$144.39

**Audio Processing, Microphone Muting, Amplification & Speakers**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Headphones, Closed w/Replaceable Foam Inserts	Sennheisser	HD201	\$54.44	3	Atty Table/Int	\$163.33

**Video Presentation Equipment**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Wyrestorm Controller for NetworkHD™ 100 and 200 Series Products	Wyrestorm	NHD-000-CTL	\$531.56	1	Court	\$531.56
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder with Video Wall Processing	Wyrestorm	NHD-250-RX	\$1,617.78	1	Court	\$1,617.78
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder	Wyrestorm	NHD-100-RX	\$798.22	1	Court	\$798.22
Custom Encoder/Decoder Mounting Bracket	FTR	Custom	\$94.44	2	Court	\$188.89
4K SUHD Smart TV - 65" Class	Samsung	UN65NU7100FXZA	\$1,361.11	1	Court	\$1,361.11
Edge-Lit LED Monitor - 24" Class	Vizio	D24-D1	\$194.44	1	Court	\$194.44
High Definition Desktop Document Camera	Wolfvision	VZ-9.4F	\$7,744.44	1	Court	\$7,744.44
1080p60, Full HD IP Box Camera	Marshall	VS-5326	\$1,100.00	3	Court	\$3,300.00
Varifocal 5.0~50.0mm, 3 Megapixel Lens (For VS Series CS Mount Camera)	Marshall	VS-M5503	\$198.89	3	Court	\$596.67
Camera Mount w/Adjusting Knuckle (Black). 1/4-20 Mounting Stud	Panavise	851-00	\$26.39	3	Court	\$79.17
Custom Camera Wall-Mount Bracket	FTR	FTR-BK-ENC/DEC MNT	\$94.44	2	Court	\$188.89
IOGEAR BoostLinq - USB extender - USB 2.0	IOGear	GUCE64	\$84.43	1	Court	\$84.43
Heavy Duty Display Wall Mount, Cantilever, Suit 55-65" Displays	Peerless	PA762	\$158.88	1	Court	\$158.88
ProVideoInstruments VeCASTER Pro HD 1080P H264 IP Streaming Encoder	ProVideoInstruments	VECASTER-HD-H264	\$550.00	1	Court	\$550.00
Single Channel HDMI over USB Capture Device	Magewell	32060	\$332.22	1	Court	\$332.22

**Hearing Assistance**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Digi-Wave Dual-Bay Docking Station	Williams Sound	DWD 102	\$544.86	1	Court	\$544.86

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DigiWave 2-Way Transceiver	Williams Sound	DLT 300	\$635.86	4	Court	\$2,543.45
Digi-Wave Digital Receiver	Williams Sound	DLR 360	\$304.85	10	Court	\$3,048.50
Silicone Skin and Wrist Strap for DLT-100 Transceiver	Williams Sound	CCS 044	\$18.89	6	Court	\$113.33
Dig-WEAVE iSound Charger 102	Williams Sound	CHG 102	\$103.33	1	Court	\$103.33
Williams Sound CHG3512 - 12-Bay Body-Pack Charger	Willaims Sound	CHG 3512	\$448.89	1	Court	\$448.89
Williams Sound folding mono Headset	Willaims Sound	HED 021	\$23.33	10	Court	\$233.33
Williams Sound Noise-Cancelling Headset Microphone	Williams Sound	MIC 045	\$137.42	2	Court	\$274.84

**PC's & Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Dell Micro form factor PC (2 HDMI, 1 Mic/Speaker)	Dell	5060 MFF	\$921.11	1	Interpreters	\$921.11
Ground Loop Isolator 3.5mm Stereo to XLR Mono Male (FTR Replay)	Stellar Labs	555-8494	\$12.17	1	interpreters	\$12.17
720 P Camera Logitech	Logitech	C920 HD	\$98.89	1	Interpreters	\$98.89

**Equipment Rack, Fixtures & Associated Hardware**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
19" 9RU Rack, 26" Depth, Glass Lock Front Door, Front & Rear Mounting Rails, 4" Swing Arm Kit, Cable Mgmt	Bluekey	AUDRACK009	\$344.44	1	Court	\$344.44
1RU Power Management System w/Surge Protection and Remote Management	SurgeX	SX-AX15E	\$1,878.83	1	Court	\$1,878.83
Rackmount Power, 9 Outlet, 15A, Basic Surge Protection	Middle Atlantic	PWR-9-RP	\$83.33	1	Court	\$83.33
APC 1500VA Smart-UPS with SmartConnect	APC	SMT1500C	\$665.56	1	Court	\$665.56

**CABLE & INSTALLATION MATERIALS**

**Cable (Per 1k Foot)**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield (Blue) - <i>Audio</i>	Belden	9451	\$178.00	1	Court	\$178.00
Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield, Plenum	Belden	9451P	\$344.00	1	Court	\$344.00
Audio - 22 AWG, 2 Pair Audio Cable, Individual Bedfoil Shield	Belden	8723	\$268.00	1	Court	\$268.00

**NETWORK**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Cisco Catalyst 3650 24 Port Mini, 2x1G 2x10G Uplink, IP Base	Cisco	WS-C3650-24PDM-S	\$5,332.00	1	Court	\$5,332.00

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UNIVERSAL	Cisco	S3650UK9-166	\$0.00	1	Court	\$0.00
North America AC Type A Power Cable	Cisco	CAB-TA-NA	\$0.00	1	Court	\$0.00
Type 2 Stacking Blank	Cisco	STACK-T2-BLANK	\$0.00	1	Court	\$0.00
C3650-24 LAN Base to IP Base Paper RTU License	Cisco	C3650-24-L-S	\$0.00	1	Court	\$0.00
SOLN SUPP 8X5XNBD Cisco Catalyst 3650 24 Port Mini, 2x1G 2	Cisco	CON-SSSNT-WSC365PS	\$458.20	1	Court	\$458.20
Cisco 890 Series Integrated Services Routers	Cisco	C891FW-A-K9	\$1,463.33	1	Court	\$1,463.33
Rackmount kit for 890	Cisco	ACS-890-RM-19	\$66.67	1	Court	\$66.67
SOLN SUPP 8X5XNBD Cisco 890 Series Integrated Services Route	Cisco	CON-SSSNT-C891FWAB	\$177.31	1	Court	\$177.31

TelePresence

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Cisco DX80 - GPL (for registration to VCS and UCM)	Cisco	CP-DX80-K9=	\$3,093.11	1	Court	\$3,093.11
SNTC-8X5XNBD Cisco DX80 (12M)	Cisco	CON-SNT-CPDX80KG	\$336.53	1	Court	\$336.53
Cisco Webex Room Kit Pro P60 - Codec Pro, P60, Touch 10- GPL	Cisco	CS-KITPRO-P60-K9	\$19,220.00	1	Court	\$19,220.00
Codec Pro for Auto Expand	Cisco	CS-CODEC-PRO+	\$0.00	1	Court	\$0.00
Cisco Touch10 controller for collaboration endpoints	Cisco	CS-TOUCH10+	\$0.00	1	Court	\$0.00
Network cable (ethernet) 8 meter	Cisco	CAB-DV10-8M+	\$0.00	1	Court	\$0.00
Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Antennas for Codec Pro	Cisco	CS-CPRO-ANT+	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera - auto expand only	Cisco	CTS-CAM-P60+	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera	Cisco	CTS-CAM-P60	\$6,131.11	1	Court	\$6,131.11
Bracket for mounting of Precision 60 Camera	Cisco	CTS-CAM60-BRKT	\$172.22	1	Court	\$172.22
Wall Mount Kit for Codec Pro	Cisco	CS-CPRO-WMK	\$137.09	1	Court	\$137.09
Installation sheet for Precision 60 Camera bracket	Cisco	DOC-P60CAM-BRKT	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Cisco Table Microphone with Euroblock plug	Cisco	CS-MIC-TABLE-E	\$322.40	1	Court	\$322.40
CAB 1.5m GREY HDMI 2.0 - Second Monitor HDMI cable	Cisco	CAB-2HDMI-1.5M-GR	\$33.76	1	Court	\$33.76

Cable

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
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Data - Shielded Cat6a RJ45 to RJ45, Purple (1ft)	FTR	25095578	\$9.00	4	Court	\$36.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (2ft)	FTR	25085762	\$9.40	15	Court	\$141.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (3ft)	FTR	25085762	\$11.64	4	Court	\$46.56
Data - Shielded Cat6a RJ45 to RJ45, Purple (5ft)	FTR	25085763	\$13.66	4	Court	\$54.64
Data - Shielded Cat6a RJ45 to RJ45, Purple (7ft)	FTR	25096135	\$15.70	2	Court	\$31.40
Data - Shielded Cat6a RJ45 to RJ45, Purple (10ft)	FTR	25096134	\$19.90	2	Court	\$39.80
Data - Shielded Cat6a RJ45 to RJ45, Purple (15ft)	FTR	25097402	\$26.48	2	Court	\$52.96
Data - Shielded Cat6a RJ45 to RJ45, Purple (20ft)	FTR	13X6-52120	\$37.22	2	Court	\$74.44
Data - Shielded Cat6a RJ45 to RJ45, Purple (25ft)	FTR	600-25 PR	\$39.22	4	Court	\$156.88
Video - HDMI CL3 Cable with 4K Support (0.5m/1.6ft)	Wyrestorm	EXP-HDMI-0.5M	\$7.00	2	Court	\$14.00
Video - HDMI CL3 Cable with 4K Support (1.0m/3.2ft)	Wyrestorm	EXP-HDMI-1.0M	\$9.00	3	Court	\$27.00
Video - HDMI CL3 Cable with 4K Support (2.0m/6.4ft)	Wyrestorm	EXP-HDMI-2.0M	\$11.00	4	Court	\$44.00
Video - HDMI CL3 Cable with 4K Support (10m/32ft)	Wyrestorm	EXP-HDMI-10.0M	\$60.00	4	Court	\$240.00
Video - HDMI CL3 Cable with 4K Support (15m/48ft)	Wyrestorm	EXP-HDMI-15.0M	\$90.00	1	Court	\$90.00
Audio, Speaker & Power Cable - Microphone Base Ext. 25' Length.	Bluekey	BK-AAEXT-25	\$120.67	2	Court	\$241.33
Audio, Speaker & Power Cable - Microphone Base Ext. 50' Length.	Bluekey	BK-AAEXT-50	\$141.33	1	Court	\$141.33

**SERVICES**

**Labor Rates (hourly)**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Senior Engineer	FTR	FTR-ENG-SNR-1	\$200.00	3	Court	\$600.00
Engineer	FTR	FTR-ENG-STD-1	\$177.78	2	Court	\$355.56
Project Manager	FTR	FTR-ENG-PM-1	\$127.78	8	Court	\$1,022.22
Project Administrator	FTR	FTR-ENG-PM-ADMIN	\$88.89	6	Court	\$533.33
Installation Technician - Senior	FTR	FTR-ENG-TEC-1	\$166.67	1	Court	\$166.67
Installation Technician	FTR	FTR-ENG-TEC-2	\$127.78	3	Court	\$383.33
Trainer	FTR	FTR-TRN-1	\$166.67	2	Court	\$333.33

**SUBSCRIPTIONS & ACTIVATIONS**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
DMVPN Remote Office (5+ Users) - 1Y - Monthly Subscription	TeleSpace	TS-DMVPN-RO-1Y	\$47.25	1	Court	\$47.25
CJ - TRANSLATION/COURTROOM UCaaS USER PUBLIC SECTOR - 1Y (1 PRO/STND + 1 DID PSTN + SUPPORT) - Monthly Subscription	TeleSpace	TS-CJ-TRANSLATION-USER-PSECT-1Y	\$68.10	5	Court	\$340.50
CCaaS Agent / Supv + SUPPORT - 1Y - Monthly Subscription	TeleSpace	TS-CCAGENT-1Y	\$137.50	1	Interpreters	\$137.50

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CJ - CCaaS Agent - Activation Fee	TeleSpace	TS-CCAAS-ACTIVATE	\$127.47	1	Interpreters	\$127.47
CJ - UCaaS User - Activation Fee	TeleSpace	TS-UCAAS-ACTIVATE	\$23.10	5	Court	\$115.50
DMVPN Remote Office - Activation Fee	TeleSpace	TS-ACTIVATE-DMVPN	\$840.00	1	Court	\$840.00

**B. Los Banos, CA Court Equipment List:**

**EQUIPMENT, CORE INSTALLATION HARDWARE & INSTALL CONSUMABLES**

**Microphones, Source Devices & Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Hypercardioid Condenser Gooseneck Microphone (6" Length)	Audio Technica	ES935H6	\$220.00	1	Interpreters	\$220.00
Miniature Transformer Balancing Adapter, 3 Pole XLR Male - RCA Socket, Black Coded	Neutrik	NA2M-D0B-TX	\$37.21	1	Interpreters	\$37.21
Miniature Transformer Balancing Adapter, 3 Pole XLR Female - RCA Socket, Black Coded	Neutrik	NA2F-D0B-TX	\$38.72	1	Interpreters	\$38.72
Balanced Dual-Channel Audio Isolation Transformer	Kramer	TR-2A	\$150.00	1	Interpreters	\$150.00
Portable Weighted Microphone Base / Desk Stand, XLR In, XLRM Out w/Integrated Muting	Audio Technica	AT8666RSP	\$138.89	1	Interpreters	\$138.89
USB Digital Audio Interface - 24-bit USB Audio Interface for PC & Mac with S/PDIF I/O	ESI	U24 XL	\$144.39	1	Interpreters	\$144.39
Cardioid Condenser Boundary Microphone with Dante Network Output	Audio Technica	ATND971	\$570.00	1	Court/Jail	\$570.00
Line + Gradient Condenser Shotgun Microphone	Audio Technica	AT897	\$268.33	1	Court/Jail	\$268.33
Omnidirectional Condenser Boundary Microphone, No Mute/Logic (Desktop Mount)	Audio Technica	U851RO	\$272.22	1	Court/Jail	\$272.22
Cardioid Condenser Boundary Microphone w/Muting (Desktop Mount) <i>NB: Open Cable - Requires XLR &amp; Termination</i>	Audio Technica	U891RCx	\$485.56	1	Court/Jail	\$485.56
Compact Cardioid Condenser Boundary Microphone (Secure, Flush Mount)	Audio Technica	ES947	\$207.78	1	Court/Jail	\$207.78

**Audio Processing, Microphone Muting, Amplification & Speakers**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Audio Signal Processor (DSP), w/Acoustic Echo Cancellation, USB Audio & PSTN/VoIP Telephony. 4-in 4-out.	Biamp	Tesira Forte AVB VT4	\$1,943.33	1	Court	\$1,943.33
AVB Expander Interface w/2-In 2-Out, PoE	Biamp	EX-IO	\$977.78	1	Court	\$977.78
Wall-mount Bracket System, Suit Innovox Line Array, White	Innovox	Bracket	\$101.11	1	Court	\$101.11



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Stereo Headphone Amplifier - Decora® panel with user level control (Option 2 - Permanent Install)	RDL	RDL D-SH1	\$158.89	2	Dome	\$317.78
20"Diameter SoundDome, Full-Range	SoundTube	FP6020-II	\$550.00	2	Court	\$1,100.00
Custom Mounting Bracket, Suit 20" Diameter SoundDome	FTR	Bracket	\$138.89	2	Court	\$277.78
Headphones, Closed w/Replaceable Foam Inserts	Sennheisser	HD201	\$54.44	2	Atty Table/Int	\$108.89

**Video Presentation Equipment**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Wyrestorm Controller for NetworkHD™ 100 and 200 Series Products	Wyrestorm	NHD-000-CTL	\$531.56	1	Court	\$531.56
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder with Video Wall Processing	Wyrestorm	NHD-250-RX	\$1,617.78	1	Court	\$1,617.78
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder	Wyrestorm	NHD-100-RX	\$798.22	1	Court	\$798.22
Custom Encoder/Decoder Mounting Bracket	FTR	Custom	\$94.44	4	Court	\$377.78
4K SUHD Smart TV - 65" Class	Samsung	UN65NU7100FXZA	\$1,361.11	2	Court	\$2,722.22
Edge-Lit LED Monitor - 24" Class	Vizio	D24-D1	\$194.44	1	Court	\$194.44
High Definition Desktop Document Camera	Wolfvision	VZ-9.4F	\$7,744.44	1	Court	\$7,744.44
1080p60, Full HD IP Box Camera	Marshall	VS-5326	\$1,100.00	3	Court	\$3,300.00
Varifocal 5.0~50.0mm, 3 Megapixel Lens (For VS Series CS Mount Camera)	Marshall	VS-M5503	\$198.89	3	Court	\$596.67
Camera Mount w/Adjusting Knuckle (Black). 1/4-20 Mounting Stud	Panavise	851-00	\$26.39	3	Court	\$79.17
Custom Camera Wall-Mount Bracket	FTR	FTR-BK-ENC/DEC MNT	\$94.44	2	Court	\$188.89
BYOD Wireless Presentation System	Wolfvision	Cynap Pure	\$1,550.00	1	Court	\$1,550.00
Four Port USB over Cat5 Extenders, 330ft/100m	Gefen	EXT-USB2.0-LR	\$472.22	2	Court	\$944.44
IOGEAR BoostLinq - USB extender - USB 2.0	IOGear	GUCE64	\$84.43	4	Court	\$337.73
Heavy Duty Display Wall Mount, Cantilever, Suit 55-65" Displays	Peerless	PA762	\$158.88	2	Court	\$317.76
ProVideoInstruments VeCASTER Pro HD 1080P H264 IP Streaming Encoder	ProVideoInstruments	VECASTER-HD-H264	\$550.00	1	Court	\$550.00
Single Channel HDMI over USB Capture Device	Magewell	32060	\$332.22	1	Court	\$332.22

**Hearing Assistance**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Provision for courtroom hearing assistance signage	FTR	FTR-SIGN-PK1	\$444.44	1	Court	\$444.44
Digi-Wave Dual-Bay Docking Station	Williams Sound	DWD 102	\$544.86	1	Court	\$544.86
DigiWave 2-Way Transceiver	Williams Sound	DLT 300	\$635.86	4	Court	\$2,543.45
Digi-Wave Digital Receiver	Williams Sound	DLR 360	\$304.85	10	Court	\$3,048.50

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Silicone Skin and Wrist Strap for DLT-100 Transceiver	Williams Sound	CCS 044	\$18.89	6	Court	\$113.33
Dig-WEAVE iSound Charger 102	Williams Sound	CHG 102	\$103.33	1	Court	\$103.33
Williams Sound CHG3512 - 12-Bay Body-Pack Charger	Willaims Sound	CHG 3512	\$448.89	1	Court	\$448.89
Williams Sound folding mono Headset	Willaims Sound	HED 021	\$23.33	10	Court	\$233.33
Williams Sound Noise-Cancelling Headset Microphone	Williams Sound	MIC 045	\$137.42	2	Court	\$274.84

**Control System**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Crestron CP3N Dual Subnet 3-Series Processor	Crestron	CP3N	\$1,500.00	1	Court	\$1,500.00
Crestron TSW-1052 10" Touchscreen	Crestron	TSW-1060	\$1,887.78	1	Court	\$1,887.78
TableTop Kit for TSW-1060 Touch Panel	Crestron	TSW1060TTKWS	\$194.44	1	Court	\$194.44

**PC's & Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Dell Micro form factor PC (2 HDMI, 1 Mic/Speaker)	Dell	5060 MFF	\$921.11	1	Interpreters	\$921.11
Ground Loop Isolator 3.5mm Stereo to XLR Mono Male (FTR Replay)	Stellar Labs	555-8494	\$12.17	1	interpreters	\$12.17
720 P Camera Logitech	Logitech	C920 HD	\$98.89	1	Interpreters	\$98.89

**Equipment Rack, Fixtures & Associated Hardware**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
19" 9RU Rack, 26" Depth, Glass Lock Front Door, Front & Rear Mounting Rails, 4" Swing Arm Kit, Cable Mgmt	Bluekey	AUDRACK009	\$344.44	1	Court	\$344.44
1RU Power Management System w/Surge Protection and Remote Management	SurgeX	SX-AX15E	\$1,878.83	1	Court	\$1,878.83
Rackmount Power, 9 Outlet, 15A, Basic Surge Protection	Middle Atlantic	PWR-9-RP	\$83.33	1	Court	\$83.33
APC 1500VA Smart-UPS with SmartConnect	APC	SMT1500C	\$665.56	1	Court	\$665.56

**CABLE & INSTALLATION MATERIALS**

**Cable (Per 1k Foot)**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield (Blue) - <i>Audio</i>	Belden	9451	\$178.00	1	Court	\$178.00
Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield, Plenum	Belden	9451P	\$344.00	1	Court	\$344.00
Audio - 22 AWG, 2 Pair Audio Cable, Individual Bedfoil Shield - Plenum	Belden	82723	\$560.00	1	Court	\$560.00

**NETWORK**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Cisco Catalyst 3650 24 Port Mini, 2x1G 2x10G Uplink, IP Base	Cisco	WS-C3650-24PDM-S	\$5,332.00	1	Court	\$5,332.00
UNIVERSAL	Cisco	S3650UK9-166	\$0.00	1	Court	\$0.00
North America AC Type A Power Cable	Cisco	CAB-TA-NA	\$0.00	1	Court	\$0.00
Type 2 Stacking Blank	Cisco	STACK-T2-BLANK	\$0.00	1	Court	\$0.00
C3650-24 LAN Base to IP Base Paper RTU License	Cisco	C3650-24-L-S	\$0.00	1	Court	\$0.00
SOLN SUPP 8X5XNBD Cisco Catalyst 3650 24 Port Mini, 2x1G 2 (12M)	Cisco	CON-SSSNT-WSC365PS	\$458.20	1	Court	\$458.20
Cisco 890 Series Integrated Services Routers	Cisco	C891FW-A-K9	\$1,463.33	1	Court	\$1,463.33
Rackmount kit for 890	Cisco	ACS-890-RM-19	\$66.67	1	Court	\$66.67
SOLN SUPP 8X5XNBD Cisco 890 Series Integrated Services Route	Cisco	CON-SSSNT-C891FWAB	\$177.31	1	Court	\$177.31

**TelePresence**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Cisco DX80 - GPL (for registration to VCS and UCM)	Cisco	CP-DX80-K9=	\$3,093.11	1	Court	\$3,093.11
SNTC-8X5XNBD Cisco DX80 (12M)	Cisco	CON-SNT-CPDX80KG	\$336.53	1	Court	\$336.53
Cisco Webex Room Kit Pro P60 - Codec Pro, P60, Touch 10- GPL	Cisco	CS-KITPRO-P60-K9	\$19,220.00	1	Court	\$19,220.00
Codec Pro for Auto Expand	Cisco	CS-CODEC-PRO+	\$0.00	1	Court	\$0.00
Cisco Touch10 controller for collaboration endpoints	Cisco	CS-TOUCH10+	\$0.00	1	Court	\$0.00
Network cable (ethernet) 8 meter	Cisco	CAB-DV10-8M+	\$0.00	1	Court	\$0.00
Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Antennas for Codec Pro	Cisco	CS-CPRO-ANT+	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera - auto expand only	Cisco	CTS-CAM-P60+	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera	Cisco	CTS-CAM-P60	\$6,131.11	1	Court	\$6,131.11
Bracket for mounting of Precision 60 Camera	Cisco	CTS-CAM60-BRKT	\$172.22	1	Court	\$172.22
Wall Mount Kit for Codec Pro	Cisco	CS-CPRO-WMK	\$137.09	1	Court	\$137.09
Installation sheet for Precision 60 Camera bracket	Cisco	DOC-P60CAM-BRKT	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Cisco Table Microphone with Euroblock plug	Cisco	CS-MIC-TABLE-E	\$322.40	1	Court	\$322.40
CAB 1.5m GREY HDMI 2.0 - Second Monitor HDMI cable	Cisco	CAB-2HDMI-1.5M-GR	\$33.76	1	Court	\$33.76

**Cable**

Amendment No. 1 to Agreement No. 1033249

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Data - Shielded Cat6a RJ45 to RJ45, Purple (1ft)	FTR	25095578	\$9.00	4	Court	\$36.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (2ft)	FTR	25085762	\$9.40	15	Court	\$141.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (3ft)	FTR	25085762	\$11.64	4	Court	\$46.56
Data - Shielded Cat6a RJ45 to RJ45, Purple (5ft)	FTR	25085763	\$13.66	4	Court	\$54.64
Data - Shielded Cat6a RJ45 to RJ45, Purple (7ft)	FTR	25096135	\$15.70	2	Court	\$31.40
Data - Shielded Cat6a RJ45 to RJ45, Purple (10ft)	FTR	25096134	\$19.90	2	Court	\$39.80
Data - Shielded Cat6a RJ45 to RJ45, Purple (15ft)	FTR	25097402	\$26.48	2	Court	\$52.96
Data - Shielded Cat6a RJ45 to RJ45, Purple (20ft)	FTR	13X6-52120	\$37.22	2	Court	\$74.44
Data - Shielded Cat6a RJ45 to RJ45, Purple (25ft)	FTR	600-25 PR	\$39.22	4	Court	\$156.88
Video - HDMI CL3 Cable with 4K Support (0.5m/1.6ft)	Wyrestorm	EXP-HDMI-0.5M	\$7.00	2	Court	\$14.00
Video - HDMI CL3 Cable with 4K Support (1.0m/3.2ft)	Wyrestorm	EXP-HDMI-1.0M	\$9.00	3	Court	\$27.00
Video - HDMI CL3 Cable with 4K Support (2.0m/6.4ft)	Wyrestorm	EXP-HDMI-2.0M	\$11.00	4	Court	\$44.00
Video - HDMI CL3 Cable with 4K Support (10m/32ft)	Wyrestorm	EXP-HDMI-10.0M	\$60.00	4	Court	\$240.00
Video - HDMI CL3 Cable with 4K Support (15m/48ft)	Wyrestorm	EXP-HDMI-15.0M	\$90.00	1	Court	\$90.00
Audio, Speaker & Power Cable - Microphone Base Ext. 25' Length.	Bluekey	BK-AAEXT-25	\$120.67	2	Court	\$241.33
Audio, Speaker & Power Cable - Microphone Base Ext. 50' Length.	Bluekey	BK-AAEXT-50	\$141.33	1	Court	\$141.33

**SERVICES**

**Labor Rates (hourly)**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
Senior Engineer	FTR	FTR-ENG-SNR-1	\$200.00	6	Court	\$1,200.00
Engineer	FTR	FTR-ENG-STD-1	\$177.78	5	Court	\$888.89
Project Manager	FTR	FTR-ENG-PM-1	\$127.78	24	Court	\$3,066.67
Project Administrator	FTR	FTR-ENG-PM-ADMIN	\$88.89	8	Court	\$711.11
Installation Technician - Senior	FTR	FTR-ENG-TEC-1	\$166.67	4	Court	\$666.67
Trainer	FTR	FTR-TRN-1	\$166.67	2	Court	\$333.33

**SUBSCRIPTIONS**

Description	Brand	Model	Unit Price	Qty	Location	Extended Price
DMVPN Remote Office (5+ Users) - 1Y - Monthly Subscription	TeleSpace	TS-DMVPN-RO-1Y	\$47.25	1	Court	\$47.25
CJ - TRANSLATION/COURTROOM UCaaS USER PUBLIC SECTOR - 1Y (1 PRO/STND + 1 DID PSTN + SUPPORT) - Monthly Subscription	TeleSpace	TS-CJ-TRANSLATION-USER-PSECT-1Y	\$68.10	5	Court	\$340.50
CCaaS Agent / Supv + SUPPORT - 1Y - Monthly Subscription	TeleSpace	TS-CCAGENT-1Y	\$137.50	1	Interpreters	\$137.50

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CJ - CCaaS Agent - Activation Fee	TeleSpace	TS-CCAAS-ACTIVATE	\$127.47	1	Interpreters	\$127.47
CJ - UCaaS User - Activation Fee	TeleSpace	TS-UCAAS-ACTIVATE	\$23.10	5	Court	\$115.50
DMVPN Remote Office - Activation Fee	TeleSpace	TS-ACTIVATE-DMVPN	\$840.00	1	Court	\$840.00

**C. Sacramento, CA Court Equipment List:**

**EQUIPMENT, CORE INSTALLATION HARDWARE & INSTALL CONSUMABLES**

**Microphones, Source Devices &**

**Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Hypercardioid Condenser Gooseneck Microphone (6" Length)	Audio Technica	ES935H6	\$220.00	2	Interpreters	\$440.00
Hypercardioid Condenser Gooseneck Microphone (12" Length)	Audio Technica	ES912FTRH12	\$180.00	1	Judge	\$180.00
Hypercardioid Condenser Gooseneck Microphone (15" Length)	Audio Technica	ES915FTRH15	\$188.89	2	Video Clerk	\$377.78
Hypercardioid Condenser Gooseneck Microphone (18" Length)	Audio Technica	ES915FTRH18	\$188.89	2	Clerk	\$377.78
Hypercardioid Condenser Gooseneck Microphone (24" Length)	Audio Technica	ES915FTRH24	\$201.11	1	Podium	\$201.11
Miniature Transformer Balancing Adapter, 3 Pole XLR Male - RCA Socket, Black Coded	Neutrik	NA2M-D0B-TX	\$37.21	2	Interpreters	\$74.42
Miniature Transformer Balancing Adapter, 3 Pole XLR Female - RCA Socket, Black Coded	Neutrik	NA2F-D0B-TX	\$38.72	2	Interpreters	\$77.44
Balanced Dual-Channel Audio Isolation Transformer	Kramer	TR-2A	\$150.00	2	Interpeters	\$300.00
Microphone Mount with Integrated Loudspeaker, Horizontal, 6ft Cable	FTR	FTR-SM-H-6	\$344.44	1	Judge	\$344.44
Microphone Mount with Integrated Loudspeaker, Vertical, 6ft Cable	FTR	FTR-SM-V-6	\$344.44	1	Judge	\$344.44
Networked AVB Endpoint w/Active Speaker, Microphone Input, Muting Control & Hearing Assistance Output. PoE.	Audicue	EAD	\$1,213.33	1	Mic Base	\$1,213.33
Networked AVB Endpoint w/Microphone Input, Muting Control & Hearing Assistance Output. PoE.	Audicue	EAD-M	\$1,057.78	1	Mic Base	\$1,057.78
Networked AVB Endpoint w/4-In 4-Out Balanced Mic/Line IO & E-Ink Screen. PoE.	Audicue	IO	\$1,540.00	1	Mic Base	\$1,540.00
Networked AVB Endpoint w/2-Channel 15w/ch Amplifier. Bridgeable. PoE.	Audicue	AMP	\$762.22	1	Speaker Control	\$762.22
Shockmount Attachment, suit FTR Horizontal & Vertical Mic/Loudspeaker Base	Audio Technica	P12160	\$72.22	5	Mic's	\$361.11
Weighted Attachment, suit FTR Horizontal Mic/Loudspeaker Base	FTR	FTR-DS-H-WB	\$66.67	6	Mic's	\$400.00

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Portable Weighted Microphone Base / Desk Stand, XLR In, XLRM Out	Audio Technica	AT8666	\$100.00	1	Podium	\$100.00
Portable Weighted Microphone Base / Desk Stand, XLR In, XLRM Out w/Integrated Muting	Audio Technica	AT8666RSP	\$138.89	2	Interpreters	\$277.78
USB Digital Audio Interface - 24-bit USB Audio Interface for PC & Mac with S/PDIF I/O	ESI	U24 XL	\$144.39	2	Interpreters	\$288.78

**Audio Processing, Microphone Muting, Amplification & Speakers**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Audio Signal Processor (DSP), w/Acoustic Echo Cancellation, USB Audio & PSTN/VoIP Telephony. 12-in 8-out.	Biamp	Tesira Forte AVB VT	\$2,788.89	1	Court	\$2,788.89
AVB Expander Interface w/2-In 2-Out, PoE	Biamp	EX-IO	\$977.78	1	Court	\$977.78
AVB Expander Interface w/8ch USB & Bluetooth, PoE	Biamp	EX-UBT	\$500.00	1	Court	\$500.00
Single port PoE+ Injector for EX-IN, EX-AEC, EX-OUT and EX-IO	Biamp	POE+ Injector	\$138.89	1	Court	\$138.89
8 channel digital audio mixer / USB interface	Motu	Pre8 USB	\$722.22	1	Court	\$722.22
Eight-Channel, 75W @ 4/8Ω Power Amplifier (Stable 2-16Ω)	Crown	CT875	\$1,675.46	1	Court	\$1,675.46
Ultra-Flat Line Array Speaker, Black	K-Array	KK52-B	\$1,355.85	1	Court	\$1,355.85
Ultra-Flat Line Array Speaker, White/Black - 8 Drivers	Innovox	MLA-8	\$308.00	1	Court	\$308.00
Ultra-Slim 2-say Loudspeaker, White/Black/Bronze - 2-Way. Incl. Bracket.	Innovox	AE-MicroMonitor	\$342.22	1	Court	\$342.22
Wall-mount Bracket System, Suit KK52 Line Array, White	K-Array	K-WALL-2-W	\$234.67	2	Court	\$469.34
Wall-mount Bracket System, Suit Innovox Line Array, White	Innovox	Bracket	\$101.11	1	Court	\$101.11
Active Mountable Mono Headphone Amp and Control Box (Option 1 - Desk-mount / Portable)	Whirlwind	HAUCXL	\$150.00	2	Clerk	\$300.00
Stereo Headphone Amplifier - Decora® panel with user level control (Option 2 - Permanent Install)	RDL	RDL D-SH1	\$158.89	4	Clerk, Interpreter	\$635.56
20"Diameter SoundDome, Full-Range	SoundTube	FP6020-II	\$550.00	1	Court	\$550.00
Custom Mounting Bracket, Suit 20" Diameter SoundDome	FTR	Bracket	\$138.89	1	Court	\$138.89
Headphones, Closed w/Replaceable Foam Inserts	Sennheisser	HD201	\$54.44	2	Video Clerk	\$108.89

**Video Presentation Equipment**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Raritan Dominion KX II Computer Interface Module - KVM Extender	Raritan	D2CIM-DVUSB-HDMI	\$164.46	1	Court	\$164.46
Raritan Dominion KX III DKX3-108 KVM Switchbox / 8 Computer(s) - 1 Local User(s) - 1 Remote User(s) - 1920 x 1080 - 10 x Network (RJ-45) - 4 x USB/DVI - Rack-mountable / DKX3-108 /	Raritan	Dominion KX III DKX3-108	\$1,977.59	1	Court	\$1,977.59

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Wyrestorm Controller for NetworkHD™ 100 and 200 Series Products	Wyrestorm	NHD-000-CTL	\$531.56	1	Court	\$531.56
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder with Video Wall Processing	Wyrestorm	NHD-250-RX	\$1,617.78	1	Court	\$1,617.78
Wyrestorm NetworkHD™ 200-Series HD Over IP Decoder	Wyrestorm	NHD-100-RX	\$798.22	1	Court	\$798.22
Wyrestorm NetworkHD™ 100-Series HD Over IP Quad Encoder	Wyrestorm	NHD-140-TX	\$2,196.67	1	Court	\$2,196.67
Custom Encoder/Decoder Mounting Bracket	FTR	Custom	\$94.44	4	Court	\$377.78
Wyrestorm HD over IP Streaming 5 x 1 Presentation Switcher	Wyrestorm	NHD-SW-0501	\$1,747.22	1	Court	\$1,747.22
Wyrestorm 1x4 4K HDMI Splitter with HDCP 2.2	Wyrestorm	SP-0104-H2	\$220.44	1	Court	\$220.44
Wyrestorm 1x8 4K HDMI Splitter with HDCP 2.2	Wyrestorm	SP-0108-H2	\$444.44	1	Court	\$444.44
802.3af PoE Splitter. 12VDC 1.0A or 5VDC 2.2A. 10/100/1000BASE-T	Veracity	VEROROB12	\$95.56	1	Court	\$95.56
4K SUHD Smart TV - 65" Class	Samsung	UN65NU7100FXZA	\$1,361.11	2	Court	\$2,722.22
Edge-Lit LED Monitor - 24" Class	Vizio	D24-D1	\$194.44	1	Court	\$194.44
High Definition Desktop Document Camera	Lumens	PS751	\$1,554.44	1	Court	\$1,554.44
High Definition Desktop Document Camera	Wolfvision	VZ-9.4F	\$7,744.44	1	Court	\$7,744.44
1080p60, Full HD IP Box Camera	Marshall	VS-5326	\$1,100.00	3	Court	\$3,300.00
Varifocal 5.0~50.0mm, 3 Megapixel Lens (For VS Series CS Mount Camera)	Marshall	VS-M5503	\$198.89	3	Court	\$596.67
Recessed Camera Mounting Enclosure w/Metal Back Box, Camera Platform & Face Frame	Vaddio	999-2225-015	\$395.56	1	Court	\$395.56
Camera Mount w/Adjusting Knuckle (Black). 1/4-20 Mounting Stud	Panavise	851-00	\$26.39	3	Court	\$79.17
Custom Camera Wall-Mount Bracket	FTR	FTR-BK-ENC/DEC MNT	\$94.44	2	Court	\$188.89
BYOD Wireless Presentation System	Wolfvision	Cynap Pure	\$1,550.00	1	Court	\$1,550.00
Four Port USB over Cat5 Extenders, 330ft/100m	Gefen	EXT-US82.0-LR	\$472.22	2	Court	\$944.44
IOGEAR BoostLinq - USB extender - USB 2.0	IOGear	GUCE64	\$84.43	4	Court	\$337.73
Heavy Duty Display Wall Mount, Cantilever, Suit 55-65" Displays	Peerless	PA762	\$158.88	2	Court	\$317.76
ProVideoInstruments VeCASTER Pro HD 1080P H264 IP Streaming Encoder	ProVideoInstruments	VECASTER-HD-H264	\$550.00	1	Court	\$550.00
Single Channel HDMI over USB Capture Device	Magewell	32060	\$332.22	2	Court	\$664.44

**Hearing Assistance**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Provision for courtroom hearing assistance signage	FTR	FTR-SIGN-PK1	\$444.44	1	Court	\$444.44
Digi-Wave Dual-Bay Docking Station	Williams Sound	DWD 102	\$544.86	1	Court	\$544.86

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DigiWave 2-Way Transceiver	Williams Sound	DLT 300	\$635.86	4	Court	\$2,543.45
Digi-Wave Digital Receiver	Williams Sound	DLR 360	\$304.85	10	Court	\$3,048.50
Silicone Skin and Wrist Strap for DLT-100 Transceiver	Williams Sound	CCS 044	\$18.89	6	Court	\$113.33
Dig-WEAVE iSound Charger 102	Williams Sound	CHG 102	\$103.33	1	Court	\$103.33
Williams Sound CHG3512 - 12-Bay Body-Pack Charger	Williams Sound	CHG 3512	\$448.89	1	Court	\$448.89
Williams Sound folding mono Headset	Williams Sound	HED 021	\$23.33	10	Court	\$233.33
Williams Sound Noise-Cancelling Headset Microphone	Williams Sound	MIC 045	\$137.42	2	Court	\$274.84

**Control System**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Crestron RMC3 3-Series Processor	Crestron	RMC3	\$788.89	1	Court	\$788.89
Crestron TSW-1052 10" Touchscreen	Crestron	TSW-1060	\$1,887.78	1	Court	\$1,887.78
TableTop Kit for TSW-1060 Touch Panel	Crestron	TSW1060TTKWS	\$194.44	1	Court	\$194.44

**PC's & Audio Interfaces**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Dell Micro form factor PC (2 HDMI, 1 Mic/Speaker)	Dell	5060 MFF	\$921.11	2	Interpreters	\$1,842.22
Dell All in One PC	Dell	3050 AIO	\$1,747.89	1	Court	\$1,747.89
FTR All-in-one Recording Device	FTR	Touch 6.0	\$4,216.67	1	Court	\$4,216.67
Ground Loop Isolator 3.5mm Stereo to XLR Mono Male (FTR Replay)	Stellar Labs	555-8494	\$12.17	2	interpreters	\$24.33
Echo Streamware NIC-1 64 Channel AVB Soundcard	Streamware	SWNLC64	\$988.89	1	Court	\$988.89

**Equipment Rack, Fixtures & Associated Hardware**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
19" 9RU Rack, 26" Depth, Glass Lock Front Door, Front & Rear Mounting Rails, 4" Swing Arm Kit, Cable Mgmt	Bluekey	AUDRACK009	\$344.44	1	Court	\$344.44
1RU Power Management System w/Surge Protection and Remote Management	SurgeX	SX-AX15E	\$1,878.83	1	Court	\$1,878.83
Rackmount Power, 9 Outlet, 15A, Basic Surge Protection	Middle Atlantic	PWR-9-RP	\$83.33	1	Court	\$83.33
APC 1500VA Smart-UPS with SmartConnect	APC	SMT1500C	\$665.56	1	Court	\$665.56

**CABLE & INSTALLATION MATERIALS**

**Cable (Per 1k Foot)**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
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Amendment No. 1 to Agreement No. 1033249

Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield (Blue) - <i>Audio</i>	Belden	9451	\$178.00	1	Court	\$178.00
Audio - 22 AWG, 1-Pair Audio Cable, Bedfoil Shield, Plenum	Belden	9451P	\$344.00	1	Court	\$344.00
Audio - 22 AWG, 2 Pair Audio Cable, Individual Bedfoil Shield plenum	Belden	82723	\$560.00	1	Court	\$560.00

**NETWORK**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Cisco Catalyst 3650 24 Port Mini, 2x1G 2x10G Uplink, IP Base	Cisco	WS-C3650-24PDM-S	\$5,332.00	1	Court	\$5,332.00
UNIVERSAL	Cisco	S3650UK9-166	\$0.00	1	Court	\$0.00
North America AC Type A Power Cable	Cisco	CAB-TA-NA	\$0.00	1	Court	\$0.00
Type 2 Stacking Blank	Cisco	STACK-T2-BLANK	\$0.00	1	Court	\$0.00
C3650-24 LAN Base to IP Base Paper RTU License	Cisco	C3650-24-L-S	\$0.00	1	Court	\$0.00
SOLN SUPP 8X5XNBD Cisco Catalyst 3650 24 Port Mini, 2x1G 2 (12M)	Cisco	CON-SSSNT-WSC365PS	\$458.20	1	Court	\$458.20
Cisco 890 Series Integrated Services Routers	Cisco	C891FW-A-K9	\$1,463.33	1	Court	\$1,463.33
Rackmount kit for 890	Cisco	ACS-890-RM-19	\$66.67	1	Court	\$66.67
SOLN SUPP 8X5XNBD Cisco 890 Series Integrated Services Route (12M)	Cisco	CON-SSSNT-C891FWAB	\$177.31	1	Court	\$177.31
Cisco Catalyst 3650 48Port Mini, 4x10G Uplink, IP Base	Cisco	WS-C3650-48FQM-S	\$10,429.78	1	Court	\$10,429.78
UNIVERSAL	Cisco	S3650UK9-166	\$0.00	1	Court	\$0.00
North America AC Type A Power Cable	Cisco	CAB-TA-NA	\$0.00	1	Court	\$0.00
C3650-48 LAN Base to IP Base Paper RTU License	Cisco	C3650-48-L-S	\$0.00	1	Court	\$0.00
Cisco Catalyst 3650 Stack Module	Cisco	C3650-STACK-KIT	\$1,308.89	1	Court	\$1,308.89
Cisco Catalyst 3650 Stack Module	Cisco	C3650-STACK	\$0.00	2	Court	\$0.00
50CM Type 2 Stacking Cable	Cisco	STACK-T2-50CM	\$0.00	1	Court	\$0.00
SOLN SUPP 8X5XNBD Cisco Catalyst 3650 48Port Mini, 4x10G U (12M)	Cisco	CON-SSSNT-WSC365QS	\$895.33	1	Court	\$895.33

**TelePresence**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Cisco DX80 - GPL (for registration to VCS and UCM)	Cisco	CP-DX80-K9=	\$3,093.11	1	Court	\$3,093.11
SNTC-8X5XNBD Cisco DX80 (12M)	Cisco	CON-SNT-CPDX80KG	\$336.53	1	Court	\$336.53
Cisco Webex Room Kit Pro P60 - Codec Pro, P60, Touch 10- GPL	Cisco	CS-KITPRO-P60-K9	\$19,220.00	1	Court	\$19,220.00
Codec Pro for Auto Expand	Cisco	CS-CODEC-PRO+	\$0.00	1	Court	\$0.00
Cisco Touch10 controller for collaboration endpoints	Cisco	CS-TOUCH10+	\$0.00	1	Court	\$0.00
Network cable (ethernet) 8 meter	Cisco	CAB-DV10-8M+	\$0.00	1	Court	\$0.00

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Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Antennas for Codec Pro	Cisco	CS-CPRO-ANT+	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera - auto expand only	Cisco	CTS-CAM-P60+	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Cisco TelePresence Precision 60 Camera	Cisco	CTS-CAM-P60	\$6,131.11	1	Court	\$6,131.11
Bracket for mounting of Precision 60 Camera	Cisco	CTS-CAM60-BRKT	\$172.22	1	Court	\$172.22
Wall Mount Kit for Codec Pro	Cisco	CS-CPRO-WMK	\$137.09	1	Court	\$137.09
Installation sheet for Precision 60 Camera bracket	Cisco	DOC-P60CAM-BRKT	\$0.00	1	Court	\$0.00
Power Cord for United States of America 2m 10A	Cisco	PWR-CORD-USA-B	\$0.00	1	Court	\$0.00
Power Supply 12 VDC 40W	Cisco	PSU-12VDC-40W2	\$0.00	1	Court	\$0.00
Cisco Table Microphone with Euroblock plug	Cisco	CS-MIC-TABLE-E	\$322.40	1	Court	\$322.40
CAB 1.5m GREY HDMI 2.0 - Second Monitor HDMI cable	Cisco	CAB-2HDMI-1.5M-GR	\$33.76	1	Court	\$33.76

**Cable**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Audio - XLR M to XLR F Microphone Cable - 1.5' (0.45 m), Black	FTR	AT8314-1.5	\$21.50	2	Court	\$43.00
Audio - XLR M to XLR F Microphone Cable - 6' (1.8 m), Black	FTR	AT8314-6	\$27.98	4	Court	\$111.92
Audio - XLR M to XLR F Microphone Cable - 10' (3.0 m), Black	FTR	AT8314-10	\$28.98	2	Court	\$57.96
Audio - XLR M to XLR F Microphone Cable - 15' (4.6 m), Black	FTR	AT8314-15	\$30.98	1	Court	\$30.98
Audio - XLR M to XLR F Microphone Cable - 25' (8 m), Black	FTR	AT8314-25	\$31.98	1	Court	\$31.98
Data - Shielded Cat6a RJ45 to RJ45, Purple (1ft)	FTR	25095578	\$9.00	4	Court	\$36.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (2ft)	FTR	25085762	\$9.40	15	Court	\$141.00
Data - Shielded Cat6a RJ45 to RJ45, Purple (3ft)	FTR	25085762	\$11.64	4	Court	\$46.56
Data - Shielded Cat6a RJ45 to RJ45, Purple (5ft)	FTR	25085763	\$13.66	4	Court	\$54.64
Data - Shielded Cat6a RJ45 to RJ45, Purple (7ft)	FTR	25096135	\$15.70	2	Court	\$31.40
Data - Shielded Cat6a RJ45 to RJ45, Purple (10ft)	FTR	25096134	\$19.90	2	Court	\$39.80
Data - Shielded Cat6a RJ45 to RJ45, Purple (15ft)	FTR	25097402	\$26.48	2	Court	\$52.96
Data - Shielded Cat6a RJ45 to RJ45, Purple (20ft)	FTR	13X6-52120	\$37.22	2	Court	\$74.44
Data - Shielded Cat6a RJ45 to RJ45, Purple (25ft)	FTR	600-25 PR	\$39.22	4	Court	\$156.88
Video - HDMI CL3 Cable with 4K Support (0.5m/1.6ft)	Wyrestorm	EXP-HDMI-0.5M	\$7.00	2	Court	\$14.00
Video - HDMI CL3 Cable with 4K Support (1.0m/3.2ft)	Wyrestorm	EXP-HDMI-1.0M	\$9.00	3	Court	\$27.00
Video - HDMI CL3 Cable with 4K Support (2.0m/6.4ft)	Wyrestorm	EXP-HDMI-2.0M	\$11.00	4	Court	\$44.00
Video - HDMI CL3 Cable with 4K Support (10m/32ft)	Wyrestorm	EXP-HDMI-10.0M	\$60.00	4	Court	\$240.00

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Video - HDMI CL3 Cable with 4K Support (15m/48ft)	Wyrestorm	EXP-HDMI-15.0M	\$90.00	1	Court	\$90.00
Audio, Speaker & Power Cable - Microphone Base Ext. 25' Length.	Bluekey	BK-AAEXT-25	\$120.67	2	Court	\$241.33
Audio, Speaker & Power Cable - Microphone Base Ext. 50' Length.	Bluekey	BK-AAEXT-50	\$141.33	1	Court	\$141.33

**SERVICES**

**Labor Rates (hourly)**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
Senior Engineer	FTR	FTR-ENG-SNR-1	\$200.00	8	Court	\$1,600.00
Engineer	FTR	FTR-ENG-STD-1	\$177.78	24	Court	\$4,266.67
Project Manager	FTR	FTR-ENG-PM-1	\$127.78	12	Court	\$1,533.33
Project Administrator	FTR	FTR-ENG-PM-ADMIN	\$88.89	6	Court	\$533.33
Installation Technician - Senior	FTR	FTR-ENG-TEC-1	\$166.67	0	Court	\$0.00
Installation Technician	FTR	FTR-ENG-TEC-2	\$127.78	0	Court	\$0.00
Trainer	FTR	FTR-TRN-1	\$166.67	8	Court	\$1,333.33

**SUBSCRIPTIONS**

Description	Make	Model	Unit Price	Qty	Location	Extended Price
DMVPN Remote Office (5+ Users) - 1Y	TeleSpace	TS-DMVPN-RO-1Y	\$47.25	1	Court	\$47.25
CJ - TRANSLATION/COURTROOM UCaaS USER PUBLIC SECTOR - 1Y (1 PRO/STND + 1 DID PSTN + SUPPORT)	TeleSpace	TS-CJ-TRANSLATION-USER-PSECT-1Y	\$68.10	5	Court	\$340.50
CCaaS Agent / Supv + SUPPORT - 1Y	TeleSpace	TS-CCAGENT-1Y	\$137.50	2	Interpreters	\$275.00
CJ - CCaaS Agent - Activation Fee	TeleSpace	TS-CCAAS-ACTIVATE	\$127.47	2	Interpreters	\$254.94
CJ - UCaaS User - Activation Fee	TeleSpace	TS-UCAAS-ACTIVATE	\$23.10	5	Court	\$115.50
DMVPN Remote Office - Activation Fee	TeleSpace	TS-ACTIVATE-DMVPN	\$840.00	1	Court	\$840.00

**3.2 Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the JBEs at the address specified in the applicable Participating Addendum. Title to the Goods vests in the applicable JBE upon full payment therefor.

**3.3 Warranties.** Contractor warrants to the JBEs that the Goods will be in compliance with all applicable Agreement specifications and product documentation. The JBE’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. Contractor warrants that it is and shall remain an authorized reseller of the Goods during the Term of the Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 3.3, CONTRACTOR DISCLAIMS ANY

EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS.

#### 4. Services.

**4.1 Description of Services.** As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services (“Services”) for the JBEs:

- A. **CCaaS Agent and/or Supervisor.** This service includes interpreter access to the Connected Justice Exchange system, which allows customer profiles to be built and associated to the interpretation resource for precision routing;
- B. **UCaaS Professional User (Public Sector).** This services provides for Call Control and endpoint registration of the Cisco IP Phone device;
- C. **TPaaS Room User.** This service provides for Call Control and endpoint registration of the Cisco Telepresence device;
- D. **UCaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco IP Phone Device;
- E. **CCaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco Finesse desktop application;
- F. **TPaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco Telepresence Device;
- G. **WAN Services - Add PSTN Plan.** This service is optional PSTN access of registered Cisco IP Endpoint;
- H. **TS-UCAAS-ACTIVATE.** One-time Activation fee for Cisco IP Phone Device.
- I. **TS-ACTIVATE-TC-AGT.** One-time Activation fee for Cisco Finesse desktop application;
- J. **TS-ACTIVATE-TP-RM.** One-time Activation fee for Cisco Telepresence Device;
- K. **Project Management Services.** Available on an as needed basis;
- L. **Senior Engineer Services.** Available on an as needed basis.

**4.2 Description of Deliverables.** As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products (“Deliverables”):

- A. CCaaS Agent / Supervisor – 1 year;
- B. UCaaS Professional User - Public Sector - 1 year;
- C. TPaaS Room User – 1 year;
- D. UCaaS Support Tier 1/2/3;
- E. CCaaS Support Tier 1/2/3;
- F. TPaaS Support Tier 1/2/3;
- G. WAN Services - Add PSTN Plan;
- H. TS-UCAAS-ACTIVATE;
- I. TS-ACTIVATE-TC-AGT;
- J. TS-ACTIVATE-TP-RM;
- K. Project Manager;
- L. Senior Engineer.

**4.3 Acceptance Criteria.** The Services and Deliverables must meet the acceptance criteria specified in this Agreement and the applicable Participating Addendum or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached

Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables unless and until they have been corrected.

- 4.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline: *To be determined by parties at a later date.*
- 4.5 Project Managers.** Each JBE may designate a project manager. The Establishing JBE's project manager is: **Ms. Lisa Crownover**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Mr. Don Merten**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 4.6 Service Warranties.** Contractor warrants to the JBEs that: (i) the Services will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in a cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to be in conformance with this Agreement.
- 4.7 Resources.** Contractor is responsible for providing any and all materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 4.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.
- 4.9 Stop Work Orders.**
- A.** Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the

Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

**B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in compensation and the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

**C.** The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 5. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable Agreement requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late due to the Contractor's unexcused fault (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1 TO APPENDIX A  
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: \_\_\_\_\_

**Date submitted to the JBE:** \_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_

2) Complete:  yes  no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate:  yes  no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: \_\_\_\_\_

(i) Title: \_\_\_\_\_

(ii) Name of JBE: \_\_\_\_\_

(iii) Date: \_\_\_\_\_

END OF ATTACHMENT

**APPENDIX B**  
**Payment Provisions**  
**Revision No. 1**

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the JBE has accepted:
  - A. **Cart 1 Option Total** inclusive of Professional Service fees: \$24,568.35 plus shipping costs; Cart 1 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: six (6) UCaaS Professional User subscriptions, six (6) UCaaS Support Tier 1/2/3 and six (6) TS-UCAAS-ACTIVATE.
  - B. **Cart 2 Option Total** inclusive of Professional Service fees: \$26,751.97 plus shipping costs; Cart 2 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: five (5) UCaaS Professional User subscriptions, five (5) UCaaS Support Tier 1/2/3, five (5) TS-UCAAS-ACTIVATE, one (1) TPaaS Room User, one (1) TPaaS Support Tier 1/2/3 and one (1) TS-ACTIVATE-TP-RM.
  - C. **Cart 3 Option Total** inclusive of Professional Service fees: \$36,277.22 plus shipping costs; Cart 3 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: five (5) UCaaS Professional User subscriptions, five (5) UCaaS Support Tier 1/2/3, five (5) TS-UCAAS-ACTIVATE, one (1) TPaaS Room User, one (1) TPaaS Support Tier 1/2/3 and one (1) TS-ACTIVATE-TP-RM.
  - D. **Interpreter's Workstation Equipment (Laptop)** Total inclusive of Professional Service fees: \$1,840.71 plus shipping costs; Interpreters Workstation Equipment (Laptop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCAAS-ACTIVATE.
  - E. **Interpreter's Workstation Equipment (Desktop)** Total inclusive of Professional Service fees: \$2,461.40 plus shipping costs; Interpreters Workstation Equipment (Desktop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCAAS-ACTIVATE.
  - F. **Sign Language Interpreter's Equipment Total** inclusive of Professional Service fees: \$4,435.71 plus shipping costs. Sign Language Interpreter's Equipment



(Desktop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCaaS-ACTIVATE.

**3. Compensation for Services.**

**3.1 Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted as outlined in Appendix A, Section 3.1a,b,c for equipment and services identified.

**3.2 Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

**3.3 No Advance Payment.** The JBEs will not make any advance payments.

**4. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.

**4.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: **No expenses are allowable.**

**4.2 Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the JBE's travel expense policy.

**4.3 Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that 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.

**5. Invoicing and Payment**

**5.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

**5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Payment of the invoice is required within 45 days of receipt. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

**5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall promptly refund any payment made

in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under the applicable Participating Addendum.

6. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

**MASTER AGREEMENT**

AGREEMENT NUMBER <b>1033249</b>
------------------------------------

1. In this Master Agreement (“Agreement” or “Master Agreement”), the term “Contractor” refers to **TeleSpace, LLC** in association with **Connected Justice Consortium**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”.

2. This Agreement is effective as of **May 23, 2017** (“Effective Date”) and expires on **January 2, 2021** (“Expiration Date”).  
 This Agreement includes one or more options to extend through **January 2, 2023**.

3. The title of this Agreement is: Master Agreement for **Video Remote Interpreting (“VRI”) Goods and Services and VRI Assessment Program**.

*The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Goods and Services
- Attachment 1 to Appendix A – Acceptance and Signoff Form
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Participating Addendum
- Appendix F – Video Remote Assessment Program Participation Addendum
- Attachment 1 to Appendix F – VRI Solution Acceptance Form

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>The Judicial Council of California</b>	<b>TeleSpace, LLC</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stephen Saddler, Contracts Manager</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Philip T. Kiser / CEO</b>

DATE EXECUTED

6/1/17

DATE EXECUTED

5/25/2017

ADDRESS

**455 Golden Gate Avenue  
San Francisco, CA 94102**

ADDRESS

**600 North Loop 1604E  
San Antonio, TX 78232**

**APPENDIX A**  
**Goods and Services**

**1. Background, Purpose, and Ordering.**

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's participation in the VRI Assessment Program, as set forth in Appendix F, and provision of Work to the JBEs. "Work" shall mean Contractor's "VRI Solution(s)", which includes the Goods, Services, and Deliverables as further described in Sections 3 and 4 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.2** Subject to the provisions of Section 2 of this Appendix A, each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix E to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE and the Contractor agrees to such Participating Addendum, the Contractor will acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.4** Under a Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and

JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

- 1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide similar goods and services. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide similar goods and services.
2. **Assessment Program Completion.** Neither Contractor nor any JBE may enter into a Participating Addendum unless and until (i) Contractor's VRI Solution(s) satisfactorily meets the requirements of the VRI Assessment Program, as set forth in Appendix F; (ii) the Establishing JBE executes the acceptance form set forth as Attachment 1 to Appendix F; and (iii) Contractor and the Establishing JBE execute a written amendment to this Agreement that effectuates the terms and intent of the acceptance form.
3. **Goods**
  - 3.1 **Description of Goods.** As ordered by each JBE under a Participating Addendum, Contractor shall provide to the JBEs the following products, goods, materials, and supplies ("Goods") free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement:
    - A. **Cart 1 Option:** (1) Cisco Jabber; (1) Samsung UN48J5000 48-Inch 1080p LED TV; (1) Logitech C930e USB Desktop or Laptop Webcam, HD 1080p Camera; (1) Dell Inspiron 5000 Series 15.6" Touchscreen Pro Laptop Flagship Edition; IP Devices that interface with Transmitters and Headsets; (3) Cisco IP Phone 8861; (3) Smartnet 8x5xNBD Cisco IP Phone 8861; (2) Ground Loop Isolator 3.5mm Stereo to Left and Right RCA Males; (1) Ground Loop Isolator 3.5mm Stereo Male to Male; (1) SupraPlus® Noise Canceling Wideband Headset signal; (2) Stereo Adapter QDMP cable to dual 3.5mm plugs; (1) Digi-Wave Digital Dock; (4) Digi-Wave Digital Transceiver 3.0 w/ Battery & DW ACC PAC single unit power supply; (4) Digi-Wave Digital Receiver 3.0; (1) Digi-Wave 12 Bay Charger; (8) Headset Microphone Mini Mic Plug & Mini Headset Plug; (1) Cisco DX70 (White); (1) Smartnet 8x5xNBD Cisco DX70 (White); (1) Rolling TV Stands with Mount for Monitors up to 65", 2 Curved Handles – Black; (1) Executive HD System 8-Channel, w/o mics; (6) HD Hybrid Omnidirectional Tabletop

Microphone; (2) Wearable Microphone; (1) Marshall Stanmore Speaker; (1) BIAMP TesiraForte CI Core Digital Audio Processor - 12 AEC Mic/Line.

- B. Cart 2 Option:** (1) Cisco SX10 HD w/ wall mount int 5x cam and mic; (1) Smartnet 8x5xNBD SX10 w/ Wall Mount int 5x cam and mic; IP Devices that interface with Transmitters and Headsets; (3) Cisco IP Phone 8861; (3) Smartnet 8x5xNBD Cisco IP Phone 8861; (2) Ground Loop Isolator 3.5mm Stereo to Left and Right RCA Males; (1) Ground Loop Isolator 3.5mm Stereo Male to Male; (1) SupraPlus® Noise Canceling Wideband Headset signal; (2) Stereo Adapter QDMP cable to dual 3.5mm plugs; (1) Digi-Wave Digital Dock; (4) Digi-Wave Digital Transceiver 3.0 w/ Battery & DW ACC PAC single unit power supply; (4) Digi-Wave Digital Receiver 3.0; (1) Digi-Wave 12 Bay Charger; (8) Headset Microphone Mini Mic Plug & Mini Headset Plug; (1) Cisco DX70 (White); (1) Smartnet 8x5xNBD Cisco DX70 (White); (1) Rolling TV Stands with Mount for Monitors up to 65", 2 Curved Handles – Black; (1) Executive HD System 8-Channel, w/o mics; (6) HD Hybrid Omnidirectional Tabletop Microphone; (2) Wearable Microphone; (1) Marshall Stanmore Speaker; (1) BIAMP TesiraForte CI Core Digital Audio Processor - 12 AEC Mic/Lin.
- C. Cart 3 Option:** (1) Cisco SX20 Quick Set with 4x PHDCam, 1 mic, remote and TC7 sw; (1) Smartnet 8x5xNBD SX20 Quick Set with 4x PHDCam, 1 mic, remote and TC7 sw; IP Devices that interface with Transmitters and Headsets; (3) Cisco IP Phone 8861; (3) Smartnet 8x5xNBD Cisco IP Phone 8861; (2) Ground Loop Isolator 3.5mm Stereo to Left and Right RCA Males; (1) Ground Loop Isolator 3.5mm Stereo Male to Male; (1) SupraPlus® Noise Canceling Wideband Headset signal; (2) Stereo Adapter QDMP cable to dual 3.5mm plugs; (1) Digi-Wave Digital Dock; (4) Digi-Wave Digital Transceiver 3.0 w/ Battery & DW ACC PAC single unit power supply; (4) Digi-Wave Digital Receiver 3.0; (1) Digi-Wave 12 Bay Charger; (8) Headset Microphone Mini Mic Plug & Mini Headset Plug; (1) Cisco DX70 (White); (1) Smartnet 8x5xNBD Cisco DX70 (White); (1) Rolling TV Stands with Mount for Monitors up to 65", 2 Curved Handles – Black; (1) Executive Elite 8 Channel system, w/o mics; (6) Elite Omnidirectional Tabletop Microphone; (2) Elite 6 inch Gooseneck Microphone; (1) Marshall Stanmore Speaker; (1) BIAMP TesiraForte TI AVB 12 AEC Mic/Line AVB; (1) FTR Reporter Gold 5.7.1.
- D. Interpreter's Workstation (Laptop):** (1) Cisco Jabber; (1) VTGO-PC Advanced; (1) Dell Inspiron 5000 Series 15.6" Touchscreen Pro Laptop Flagship Edition; (1) Leatherette speaker ear cushions; (2) DA45 QDMP to USB (PC); (1) Dual Headsets, Two Microphones Two Speakers – interpreter; (1) Cisco AnyConnect;
- E. Interpreter's Workstation (Desktop):** (1) Cisco IP Phone 8861; (1) Smartnet 8x5xNBD Cisco IP Phone 8861; (1) VTGO-PC Advanced; (1) Dell Inspiron 5000 Series 15.6"; Touchscreen Pro Laptop Flagship Edition; (1) Leatherette speaker ear cushions; (2) DA45 QDMP to USB (PC); (1) Dual Headsets, Two Microphones Two Speakers – interpreter.

**F. Sign Language Interpreter's Equipment:** (1) Cisco DX70 (White); (1) Smartnet 8x5xNBD Cisco DX70 (White); (1) VTGO-PC Advanced; (1) Dell Inspiron 5000 Series 15.6" Touchscreen Pro Laptop Flagship Edition; (1) Leatherette speaker ear cushions; (2) DA45 QDMP to USB (PC); (1) Dual Headsets, Two Microphones Two Speakers – interpreter.

**3.2 Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the JBEs at the address specified in the applicable Participating Addendum. Title to the Goods vests in the applicable JBE upon full payment therefor.

**3.3 Warranties.** Contractor warrants to the JBEs that the Goods will be in compliance with all applicable Agreement specifications and product documentation. The JBE's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. Contractor warrants that it is and shall remain an authorized reseller of the Goods during the Term of the Agreement. Except as otherwise provided in this Section 3.3, contractor disclaims any express or implied warranty of merchantability or fitness for a particular purpose with respect to the Goods.

#### 4. Services.

**4.1 Description of Services.** As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services (“Services”) for the JBEs:

- A. CCaaS Agent and/or Supervisor.** This service includes interpreter access to the Connected Justice Exchange system, which allows customer profiles to be built and associated to the interpretation resource for precision routing;
- B. UCaaS Professional User (Public Sector).** This services provides for Call Control and endpoint registration of the Cisco IP Phone device;
- C. TPaaS Room User.** This service provides for Call Control and endpoint registration of the Cisco Telepresence device;
- D. UCaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco IP Phone Device;
- E. CCaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco Finesse desktop application;
- F. TPaaS Support Tier 1/2/3.** This service provides for Tier 1/2/3 support of Cisco Telepresence Device;
- G. WAN Services - Add PSTN Plan.** This service is optional PSTN access of registered Cisco IP Endpoint;
- H. TS-UCAAS-ACTIVATE.** One-time Activation fee for Cisco IP Phone Device.
- I. TS-ACTIVATE-TC-AGT.** One-time Activation fee for Cisco Finesse desktop application;
- J. TS-ACTIVATE-TP-RM.** One-time Activation fee for Cisco Telepresence Device;
- K. Project Management Services.** Available on an as needed basis;
- L. Senior Engineer Services.** Available on an as needed basis.

**4.2 Description of Deliverables.** As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products (“Deliverables”):

- A. CCaaS Agent / Supervisor – 1 year;**



- B. UCaaS Professional User - Public Sector - 1 year;
- C. TPaaS Room User – 1 year;
- D. UCaaS Support Tier 1/2/3;
- E. CCaaS Support Tier 1/2/3;
- F. TPaaS Support Tier 1/2/3;
- G. WAN Services - Add PSTN Plan;
- H. TS-UCAAS-ACTIVATE;
- I. TS-ACTIVATE-TC-AGT;
- J. TS-ACTIVATE-TP-RM;
- K. Project Manager;
- L. Senior Engineer.

- 4.3 Acceptance Criteria.** The Services and Deliverables must meet the acceptance criteria specified in this Agreement and the applicable Participating Addendum or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables unless and until they have been corrected.
- 4.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline: *To be determined by parties at a later date.*
- 4.5 Project Managers.** Each JBE may designate a project manager. The Establishing JBE’s project manager is: **Ms. Lisa Crownover**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **Mr. Don Merten**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 4.6 Service Warranties.** Contractor warrants to the JBEs that: (i) the Services will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in a cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE’s acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to be in conformance with this Agreement.
- 4.7 Resources.** Contractor is responsible for providing any and all materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 4.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any

commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

#### **4.9 Stop Work Orders.**

**A.** Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

**B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in compensation and the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

**C.** The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

**5. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable Agreement requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late due to the Contractor's unexcused fault (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1 TO APPENDIX A  
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor:

\_\_\_\_\_

**Date submitted to the JBE:** \_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_

2) Complete:  yes  no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate:  yes  no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of JBE: \_\_\_\_\_

Date: \_\_\_\_\_

END OF ATTACHMENT

## APPENDIX B

### Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the JBE has accepted:
  - A. **Cart 1 Option Total** (Professional Service fees total \$3,600.00 ) inclusive of Professional Service fees: \$24,568.35 plus shipping costs; Cart 1 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: six (6) UCaaS Professional User subscriptions, six (6) UCaaS Support Tier 1/2/3 and six (6) TS-UCAAS-ACTIVATE.
  - B. **Cart 2 Option Total** (Professional Service fees total \$3,600.00 ) inclusive of Professional Service fees: \$26,751.97 plus shipping costs; Cart 2 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: five (5) UCaaS Professional User subscriptions, five (5) UCaaS Support Tier 1/2/3, five (5) TS-UCAAS-ACTIVATE, one (1) TPaaS Room User, one (1) TPaaS Support Tier 1/2/3 and one (1) TS-ACTIVATE-TP-RM.
  - C. **Cart 3 Option Total** (Professional Service fees total \$4,900.00 ) inclusive of Professional Service fees: \$36,277.22 plus shipping costs; Cart 3 Option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: five (5) UCaaS Professional User subscriptions, five (5) UCaaS Support Tier 1/2/3, five (5) TS-UCAAS-ACTIVATE, one (1) TPaaS Room User, one (1) TPaaS Support Tier 1/2/3 and one (1) TS-ACTIVATE-TP-RM.
  - D. **Interpreter's Workstation Equipment (Laptop) Total** (Professional Service fees total \$900.00) inclusive of Professional Service fees: \$1,840.71 plus shipping costs; Interpreters Workstation Equipment (Laptop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCAAS-ACTIVATE.
  - E. **Interpreter's Workstation Equipment (Desktop) Total** (Professional Service fees total \$985.00) inclusive of Professional Service fees: \$2,461.40 plus shipping costs; Interpreters Workstation Equipment (Desktop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional

User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCaaS-ACTIVATE.

- F. **Sign Language Interpreter's Equipment Total** (Professional Service fees total \$1,295.00) inclusive of Professional Service fees: \$4,435.71 plus shipping costs. Sign Language Interpreter's Equipment (Desktop) option will require the following services as detailed in section 3 (Compensation for Services) to enable connectivity to the Connected Justice cloud: one (1) UCaaS Professional User subscriptions, one (1) UCaaS Support Tier 1/2/3 and one (1) TS-UCaaS-ACTIVATE.

### 3. Compensation for Services.

**3.1 Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

- A. **CCaaS Agent / Supervisor** – 1 year @ \$93.49 per interpreter and on a monthly basis;
- B. **UCaaS Professional User - Public Sector** - 1 year @ \$16.06 per IP phone endpoint and on a monthly basis;
- C. **TPaaS Room User** - 1Y @ \$82.86 per Telepresence Segment and on a monthly basis;
- D. **UCaaS Support Tier 1/2/3** @ \$6.11 per user and on a monthly basis;
- E. **CCaaS Support Tier 1/2/3** @ \$23.50 per user and on a monthly basis;
- F. **TPaaS Support Tier 1/2/3** @ \$69.30 per user and on a monthly basis;
- G. **WAN Services - Add PSTN Plan** @ \$11.00 per user with unlimited PSTN inbound and outbound minutes and on a monthly basis;
- H. **TS-UCaaS-ACTIVATE.** \$17.50 One-time Activation fee for Cisco IP Phone Device;
- I. **TS-ACTIVATE-TC-AGT.** \$104.30 One-time Activation fee for Cisco Finesse desktop application;
- J. **TS-ACTIVATE-TP-RM.** \$69.30 One-time Activation fee for Cisco Telepresence Device;
- K. **Project Manager** @ \$96.00 per hour as needed;
- L. **Senior Engineer** @ \$128.00 per hour on as needed.

**3.2 Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

**3.3 No Advance Payment.** The JBEs will not make any advance payments.

**4. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.

**4.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: **No expenses are allowable.**

**4.2 Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the JBE's travel expense policy.

**4.3 Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that 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.

## **5. Invoicing and Payment**

**5.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

**5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Payment of the invoice is required within 45 days of receipt. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

**5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall promptly refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under the applicable Participating Addendum.

**6. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is reasonably dissatisfied with any of Contractor's personnel, Contractor shall replace them with qualified personnel with respect to such JBE.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of any person who refuses to undergo a background check. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

#### 2. Contractor Certification Clauses. Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 **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 JBEs.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum). Goods and services provided by Contractor in connection with VRI Assessment Program shall not be deemed or construed as a gift or gratuity to any JBE or any Judicial Branch Personnel.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090



et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.
- 2.7 Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** 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 sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** 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.

### 3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide to each JBE and maintain at the Contractor's expense the following insurance during the Term:

- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. *Workers Compensation and Employer’s Liability.* The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- 3.5 Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers,

executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).

- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Establishing JBE and any Participating Entity.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel reasonably satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a negligent act or omission or the willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iii) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim

through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Establishing JBE may, at its sole option, extend this Agreement for an additional two-year term ("Option Term"). At the end of each Option Term, this Agreement shall expire. In order to exercise the Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of an Option Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## 7. Termination

- 7.1 **Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice. However, the applicable JBE will remain liable for amounts due for the balance of the subscription term, if such termination occurs prior to the end of the subscription term.
- 7.2 **Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a

party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

**7.4 Termination for Changes in Budget or Law.** Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

**7.5 Termination of VRI Assessment Program Participation Addendum.** This Agreement will immediately and automatically terminate if the Assessment Program Addendum and the VRI Assessment Program are terminated in whole pursuant the terms of the Assessment Program Addendum, as set forth in Appendix F.

**7.6 Rights and Remedies.**

- A. Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.
- B. Replacement.** If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess direct costs for those goods or services. Contractor shall continue any Work not terminated.
- C. Delivery of Materials.** In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such

JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

**D. Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE’s and Contractor’s signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

**7.7 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including the indemnity provision and any section of this Agreement that states it shall survive such termination or expiration.

**8. Assignment and Subcontracting.** Except for Contractor’s existing contracts with the OEMs of the Goods and with Contractor’s affiliates, Contractor may not assign or subcontract its rights or duties under this Agreement (including the Assessment Program Addendum and any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

**9. Notices.** Notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the Establishing JBE:</b>
Phillip Kiser TeleSpace, LLC 600 North Loop 1604E San Antonio, TX 78744	Branch Accounting and Procurement 6 <sup>th</sup> Floor Attn: Stephen Saddler 455 Golden Gate Avenue San Francisco, CA 94102

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**10. Provisions Applicable to Certain Agreements.** The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

**10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including 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.

**10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* 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.

**10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* 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 Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

- 10.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of 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), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating Addendum) to the maximum extent doing so is economically feasible. 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.
- 10.8 Sweatshop Labor.** *If this Agreement (including any Participating Addendum) provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBEs under this Agreement (or any Participating Addendum) 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](http://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 JBEs.



**10.9 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.*

It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

**10.10 DVBE Commitment.** This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participating Addendum, certify in a report to the applicable JBE: (1) the total amount of money Contractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable 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 Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, 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 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 Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if 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.

**10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* 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 Contract Amount 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, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, 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 nonrenewal 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.

**10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

**10.14 Equipment Purchases.** *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

**10.15 Four-Digit Date Compliance.** *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBEs. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

**10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement (or any Participating Addendum) is for janitorial or building maintenance services, this section is applicable.* If this Agreement (or a Participating Addendum) requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

**10.17 Small Business Preference Commitment.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participating Addendum).

## **11. Miscellaneous Provisions.**

**11.1 Independent Contractor.** Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate

this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

- 11.2 GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the overcharge and the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor

has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE. For the avoidance of doubt, the Contractor exclusively owns any and all claims of proprietary rights in preexisting works of authorship and works produced by the Contractor separate from the Goods and/or Services.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related

action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

**11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**11.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

**11.14 Time of the Essence.** Time is of the essence in each party’s performance under this Agreement.

**11.15 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

**11.16 Limitations of Liability.** (a) Except as provided in subsection (b) below, in no event will: (i) either party be liable for any loss of profits, loss of business, loss of use or of data, interruption of business, or for indirect, special, incidental or consequential or punitive damages of any kind whether under this agreement or otherwise, even if a party has been advised of the possibility of such damages, and (ii) the Contractor be liable to any JBE for any damages in excess of the cumulative amount of payments received by contractor under this agreement in the twelve (12) months preceding the event causing the damages or three million (\$3,000,000.00), whichever is greater.

(b) The limitations of liability set forth in subsection (a) above do not apply to: (i) Contractor’s liability for third party claims; and (ii) Contractor’s gross negligence or willful misconduct.

APPENDIX D  
**Defined Terms**

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs’ satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** means the contract amount of any Participating Addendum.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

**“Establishing JBE”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Goods”** is defined in Appendix A.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“JBEs”** and **“JBE”** are defined on the Coversheet.

**“Judicial Branch Entity”** or **“Judicial Branch Entities”** means the Establishing JBE and any other California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

**“Participating Addendum”** is defined in Appendix A.

**“Participating Entities”** and **“Participating Entity”** are defined on the Coversheet.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

**“Vendor”** refers to the same party as Contractor.

**“Work”** is defined in Appendix A.



## APPENDIX E

### Participating Addendum

1. This Participating Addendum is made and entered into as of ~~5/25/2017~~ 5/25/2017 (“Participating Addendum Effective Date”) by and between the **Judicial Council of California** (“JBE”) and **TeleSpace, LLC** (“Contractor”) pursuant to the Master Agreement # 1033249 (“Master Agreement”) dated 5/25, 2017 between the **Judicial Council of California** (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
2. This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
3. Under this Participating Addendum, the JBE may at its option place orders for the Work using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
4. The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
5. Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
6. The term of this Participating Addendum shall be from the Effective Date until: January 2, 2023.

7. The JBE hereby orders, and Contractor hereby agrees to provide, the following Work: *To be determined by parties at a later date.*

8. Any notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the JBE:</b>
Phillip Kiser TeleSpace, LLC 4209 South Industrial Blvd, Suite 325 Austin, TX 78744	Stephen Saddler Contracts Manager 455 Golden Gate Avenue, San Francisco, CA 94102

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

9. This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

**[JBE]**

By: Stephen Saddler 6/1/12  
Name: Stephen Saddler  
Title: Manager

**[CONTRACTOR]**

By: Philip T. Kiser  
Name: Philip T. Kiser  
Title: CEO

## APPENDIX F

### VRI ASSESSMENT PROGRAM ADDENDUM

This Video Remote Interpreting Assessment (“VRI”) Program Addendum (this “Assessment Program Addendum”) is made and entered into by and between **TeleSpace, LLC** (“Contractor”), and the Judicial Council of California (the “Establishing Judicial Branch Entity” or “Establishing JBE”). This Assessment Program Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Assessment Program Addendum. In the event of any conflict between the terms and conditions of this Assessment Program Addendum and the Master Agreement, the terms and conditions of the Master Agreement will prevail and take precedence.

The **Judicial Council of California (JCC)**, under the leadership of the Chief Justice, is the policymaking body of California’s judicial branch. In accordance with the California Constitution, the JCC is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. The California Constitution directs the Judiciary to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council performs most of its work through advisory committees and task forces.

On January 22, 2015, the Judicial Council adopted the *Strategic Plan for Language Access in the California Courts*, which provides a consistent statewide approach to ensure language access for all limited English proficient (LEP) court users in California in all 58 superior courts. In March 2015, the Chief Justice formed the Language Access Plan Implementation Task Force, which advises the Judicial Council on implementation of the LAP’s 75 recommendations.

Given California’s size and population, appropriate uses of video remote technology that allow for remote access to the courts while protecting due process remains one of the most critical recommendations of the *Strategic Action Plan*. Identifying VRI solutions that meet technical and programmatic requirements, at the best value, is a critical step in the Task Force’s Technological Solutions Subcommittee’s efforts to support a VRI Pilot Project, per LAP’s Recommendation No. 16, which states:

16. The Judicial Council should conduct a pilot project, in alignment with the Judicial Branch’s Tactical Plan for Technology 2014–2016. This pilot should, to the extent possible, collect relevant data on: due process issues, participant satisfaction, whether remote interpreting increases the use of certified and registered interpreters as opposed to provisionally qualified interpreters, the effectiveness of a variety of available technologies (for both consecutive and simultaneous interpretation), and a cost-benefit analysis. The Judicial Council should make clear that this pilot project would not preclude or prevent any court from proceeding on its own to deploy remote interpreting, so long as it allows LEP court users to fully and meaningfully participate in the proceedings.

The VRI Pilot Project outcomes will include defining statewide technical standards, validating programmatic guidelines, and the preapproval of acceptable vendors so courts have an appropriate method to expand access to interpreters to limited English proficient (LEP) litigants.

On June 24, 2016, the Judicial Council approved moving forward with a pilot project for video remote interpreting to aid court users with limited language abilities.

In August 2016, the JCC issued a Request for Proposal (RFP # COS-VRILAP-MDS-080816) for a Video Remote Interpreting Pilot Project, including a Leveraged Procurement Agreement and a Video Report Interpreting (VRI) Assessment Program.

In September 2016, potential bidders to the RFP demonstrated their equipment solutions at the Judicial Council offices in San Francisco, California. Following the vendor presentations, the RFP proposals submitted were evaluated and scored, including whether the vendor met minimum technical requirements, the reasonableness of proposed costs, and the ability of vendor's equipment to provide adequate interpreter and court user communication. In addition, a VRI Pilot Project Workstream was established to guide the pilot project. Judicial officers, court interpreters, and technology experts from across the state are involved in this process.

On October 12, 2016, the Judicial Council posted a Notice of Intent to Award to enter into a contract with three (3) proposers, including TeleSpace.

The participating VRI Pilot Project Courts are the Superior Courts of Merced, Ventura and Sacramento.

The VRI Pilot will be evaluated by San Diego State University (SDSU), a third-party, independent evaluator. Data collection will take place during the course of the pilot, and will include an intensive observation period during a two-week period near the end of the pilot.

During the VRI Assessment Period, Judicial Council staff, participating VRI Pilot court staff, evaluator staff from SDSU, and members of the VRI Pilot Project Workstream will be working closely with the Contractor and one other selected Pilot Project vendor.

Following conclusion of the VRI pilot, findings and recommendations will be developed for the Judicial Council, including any need to update the LAP's VRI programmatic guidelines, and to establish minimum technical VRI guidelines for the courts.

This addendum covers vendor expectations and responsibilities during the Vendor Assessment Period, which will take place between March 2017 and March 2018. The Vendor Assessment Period will include three stages:

- (1) Provision of printed or other training materials to the Judicial Council, plus provision of training at the three (3) participating VRI Pilot courts (March to June 2017),
- (2) A six-month vendor equipment assessment period (July to December 2017), which will be evaluated by San Diego State University, and
- (3) At the conclusion of the six-month equipment assessment period, Vendor will provide final materials to Judicial Council, to include revised training materials, recommended equipment and courtroom configurations for courts based on the pilot, and a revised pricing list (January 2018 to March 2018), if necessary.

Beginning in April 2018, JBEs will be able to purchase equipment solutions and/or calendaring software from TeleSpace as identified in this contract.

## I. CONTRACTOR'S VRI SOLUTION

This contract with TeleSpace is the result of the above-described RFP process.

Contractor and the Establishing JBE each desire to participate in a mutually beneficial six (6) month project entitled, "Video Remote Interpreting (VRI) Assessment Program."

Contractor intends to provide, at its own expense, Contractor's VRI Solution(s) to be installed in a minimum of one (1) California courtroom and at least two (2) court interpreter end-points in each of the three (3) participating pilot court locations, in order to participate in the VRI Assessment Program. The Establishing JBE intends to provide Contractor with comprehensive data and feedback regarding Contractor's VRI Solution(s) in a live California court environment.

If the Contractor's VRI Solution(s) satisfactorily meets the requirements of the VRI Assessment Program, the Establishing JBE intends to execute the acceptance form set forth as Attachment 1, which will authorize Contractor to enter into Participating Addenda with Participating Entities and provide Contractor's VRI Solution(s) to the Participating Entities pursuant to the terms and conditions of the Master Agreement.

### 1. Contractor's Goods.

**1.1 Description of Goods.** For the duration of the VRI Assessment Program, Contractor will provide, at its own expense, the Establishing JBE and the California courts designated by the Establishing JBE with the following products, goods, materials, and supplies, including delivery, installation and maintenance:

- State of the art solutions (including software) that meet the requirements for court and remote interpreters.
- All of the necessary VRI equipment and supplies in order for the parties to effectively participate in the VRI Assessment Program and for the Establishing JBE to assess the capabilities and functionality of Contractor's VRI Solution.
- The goods shall be provided for at a minimum of one (1) California courtrooms in each of the three (3) pilot courts, and at least two (2) additional remote interpreter end-points per courthouse.
- Printed or other training materials, including training materials for the vendor's scheduling software.

**1.2 Risk of Loss; Title.** Title to the goods will remain with Contractor. The Establishing JBE and the designated California courts will not accept responsibility for any loss of the goods in connection with the VRI Assessment Program. Contractor will deliver the goods at its own cost and, at the conclusion of the VRI Assessment Program, will remove the goods at its own cost.

### 2. Contractor's services.

**2.1 Description of Services.** For the duration of the VRI Assessment Program, Contractor will perform the following services, at its own expense:

- All of the necessary professional services, implementation, support, and maintenance in order for the parties to effectively participate in the VRI Assessment Program and for the Establishing JBE to assess and evaluate the capabilities and

functionality of Contractor's VRI Solution. The services shall be provided for at least three (3) California courtrooms in the three participating pilot courts, along with various locations.

- At a minimum, the Vendor implementation services include:
  - a. Implementation Plan
  - b. Desktop, laptop and tablet hardware and software installation and configuration
  - c. Testing and validation of all system functionality
  - d. Collaborate with the Judicial Council in data collection that the JCC has developed and identified in the originating RFP (attachment 9) -- data which will be used to assess the acceptance or rejection for the different VRI solutions
  - e. End-user equipment training
  - f. Help desk services and problem resolution processes
- Maintenance and support of the VRI solutions network infrastructure includes:
  - Use of the existing LAN/WAN infrastructure for the selected court location(s)
  - Integration support for the VRI solution network infrastructure to function with existing LAN/WAN infrastructure
  - Network design specifications for network security and bandwidth specifications
- Other Services: Video Call Center Implementation and Training Services, Court Implementation and Training, Court User Training Services. The Video Call Center Implementation and Training Service, Court Implementation and Training and Court User Training Services are all defined in Section 4.1 of Appendix A of the Master Agreement.

## 2.2 Contractor's Project Manager.

The Contractor will have the following responsibilities to support completion of project tasks and the delivery schedule. The Contractor will assign a fully dedicated Project Manager to interface with the Pilot Courts and the JCC staff. The Vendor Project Manager will operate as the main interface between the Pilot Courts and JCC regarding the work to be performed.

Contractor's project manager for the VRI Assessment Program is: **Don Merten**. Subject to written approval by the Establishing JBE, Contractor may change its project manager.

The Contractor's Project Manager will:

- a. Work jointly with the Court Project Managers and the VRI Pilot Project Manager to ensure project success
- b. Develop and maintain a project plan approved by the VRI Pilot Project Manager and manage all of the Contractor's personnel as the point of contact and all other necessary resources
- c. Participate in regularly scheduled weekly and/or monthly status meetings

- d. Develop and ensure timely completion of all necessary tasks required to meet the project delivery schedule
- e. Provide necessary assistance and support to the VRI Pilot Project Manager regarding implementation of the Contractor's proprietary system
- f. Have knowledge of court standards, procedures and business processes, as generally implemented in the industry, and be able to manage and designate vendor support personnel who may be required to participate on project teams
- g. Keep the VRI Pilot Project Manager apprised of business, organizational and technical issues that may have an impact on the performance and delivery of this project
- h. Work with the VRI Pilot Project Manager on issues and risks that may cause delays in the delivery schedule
- i. Collect Help Desk queries, error reports, etc. to help with failure or technical problem data collection, as appropriate
- j. Maintain issue and resolution documentation and provide regular status reports
- k. Execute timely resolution of issues and completion of tasks within the vendor's scope of responsibility that are causing delay to the delivery schedule.

**2.3 Service Warranties.** Contractor warrants that the services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the services.

**2.4 Resources.** Contractor is responsible for providing any and all materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the services and to meet Contractor's obligations under this Assessment Program Addendum.

## II. CONTRACTOR'S COSTS AND EXPENSES

1. **No Monetary Compensation.** All costs of Contractor's participation in the VRI Assessment Program and the goods and services provided by the Contractor pursuant to this Assessment Program Addendum shall be borne solely by Contractor. No monetary compensation or reimbursement shall be made to Contractor by any JBE.
2. **Contractor's Expenses.** No expenses relating to the goods and services provided by Contractor in connection with the VRI Assessment Program shall be reimbursed by any JBE.

## III. THE ESTABLISHING JBE'S RESPONSIBILITIES

1. **Evaluation by Establishing JBE.** The Establishing JBE will provide comprehensive data, evaluation, and feedback regarding the capabilities and functionality of Contractor's VRI Solution(s) in an actual, "live" California court environment. The Judicial Council will evaluate Contractor's VRI Solution(s) based on criteria and in a manner that the Establishing JBE deems appropriate.
2. **Acceptance of Contractor's VRI Solution.** If, in the Establishing JBE's sole discretion, Contractor's VRI Solution(s) satisfactorily meets the requirements of the VRI Assessment

Program, the Establishing JBE will execute the acceptance form set forth as Attachment 1, which will acknowledge the following: (i) Contractor's VRI Solution(s) meets the technical and programmatic requirements, guidelines, and functionality required by the California judicial branch; and (ii) Contractor and any JBE may henceforth enter Participating Addenda for Contractor's Work pursuant to the terms and conditions of the Master Agreement. If Contractor provides more than one VRI Solution during the VRI Assessment Program, the acceptance form will separately distinguish each VRI Solution that is accepted and each VRI Solution that is rejected.

3. **No Guarantee of VRI Solution Purchase.** The Establishing JBE's acceptance of Contractor's VRI Solution(s) shall not be construed as a guarantee of a future volume of purchases of Contractor's VRI Solution(s) by the California judicial branch nor as a guarantee that any purchases at all will be made.
4. **Establishing JBE's Project Manager.** The Establishing JBE's project manager for the VRI Assessment Program is: **Ms. Lisa Crownover**. The Establishing JBE may change its project manager at any time upon notice to Contractor.

#### **IV. ASSESSMENT PROGRAM DURATION AND TERMINATION**

1. **Assessment Program Duration.** The duration of the VRI Assessment Program will be six (6) months, which may be extended by mutual agreement without a written amendment.



## 2. Termination.




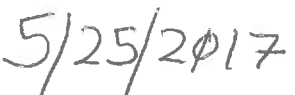
**2.1 Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, the VRI Assessment Program and this Assessment Program Addendum for convenience upon ten (10) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE, Contractor shall immediately: (a) stop any services as specified in the Notice; and (b) stop the delivery or manufacture of any goods as specified in the Notice; (c) remove all Contractor goods from the JBE's premises.

**2.2 Termination for Cause.** The Establishing JBE may terminate the VRI Assessment Program and this Assessment Program Addendum immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Assessment Program Addendum, and this failure is not cured within five (5) days following Notice of default (or in the opinion of the Establishing JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Assessment Program Addendum any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. After receipt of such Notice, and except as otherwise directed by the Establishing JBE, Contractor shall immediately: (a) stop services as specified in the Notice; and (b) stop the delivery or manufacture of goods as specified in the Notice; (c) remove all Contractor goods from the JBE's premises.

### **2.3 Rights and Remedies of the Establishing JBE.**

**A. Nonexclusive Remedies.** All remedies provided in this Assessment Program Addendum may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Establishing JBE may do any of the following: (i) require Contractor to enter into nonbinding mediation; (ii) exercise, following Notice, the Establishing JBE's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

IN WITNESS WHEREOF, this Assessment Program Addendum has been executed by a duly authorized officer of each Party hereto:

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Judicial Council of California</b>	<b>TeleSpace, LLC</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
<b>Stephen Saddler, Contracts Manager</b>	<b>Philip T. Kiser, CEO</b>
DATE EXECUTED  	DATE EXECUTED  
ADDRESS Judicial Council of California Branch Accounting and Procurement 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS TeleSpace, LLC 600 North Loop 1604E San Antonio, TX 78232

**ATTACHMENT 1 TO APPENDIX F  
ACCEPTANCE FORM**

By executing this Acceptance Form, the Judicial Council of California (“Establishing JBE”) acknowledges the following:

1) Contractor has participated in the VRI Assessment Program: [ ] yes [ ] no.

2) The following VRI Solution(s) is accepted because it meets the technical and programmatic requirements, guidelines, and functionality of the California judicial branch:

*[List each separate accepted VRI Solution by clearly identifying the Solution and the related Goods, Services and Deliverables. Or, if applicable, state that all VRI Solutions listed in Master Agreement are accepted]*

3) The following VRI Solution(s) is rejected because it does not meet the technical and programmatic requirements, guidelines, and functionality of the California judicial branch:

*[List each separate rejected VRI Solution be clearly identifying the Solution and the related Goods, Services and Deliverables. If all VRI Solutions are rejected then the Agreement will be terminated.]*

The Establishing JBE will issue a written amendment for the parties to execute that effectuates the terms and intent of this acceptance form.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Judicial Council of California

Date: \_\_\_\_\_

END OF ATTACHMENT

## DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the Judicial Council of California to submit a bid or proposal.

To submit a bid or proposal to the Judicial Council of California, the proposer/bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i> <b>TeleSpace, LLC</b>	<i>Federal ID Number</i> <b>45-4797156</b>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i> <b>Philip T. Kiser</b>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Judicial Council of California to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council of California is included with our bid or proposal.*

**OR**

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

### CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i> <b>TeleSpace, LLC</b>	<i>Federal ID Number</i> <b>45-4797156</b>
<i>By (Authorized Signature)</i> <b>CEO</b>	
<i>Printed Name and Title of Person Signing</i> <b>Philip T. Kiser</b>	
<i>Date Executed</i> <b>5/25/2017</b>	<i>Executed in the County of</i> <b>La Plata</b> <i>in the</i> <i>State of</i> <b>Colorado</b>