



MASTER AGREEMENT

AGREEMENT NUMBER MA-202003
TAXPAYER IDENTIFICATION NUMBER 87-0626854

- In this Master Agreement (“Agreement”), the term “Contractor” refers to **Journal Technologies, Inc.**, 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 Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.
- This Agreement is effective as of November 1, **2020** (“Effective Date”) and expires on **October 31, 2025** (“Expiration Date”).
This Agreement includes two options to extend, the first three-year option to extend through **October 31, 2028**, and the second two-year option to extend through **October 31, 2030**.
- The title of this Agreement is: **Master Agreement for Pretrial Risk Assessment Application for the Superior Courts of California**.
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
- The parties agree that this Agreement, made up of this coversheet, the Exhibits 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.

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Licensed Software and Additional Terms Exhibit 5 – Specifications Exhibit 6 – Statement of Work Exhibit 7 – Acceptance and Sign-Off Form Exhibit 8 – Fees, Pricing and Payment Terms	Exhibit 9 – Contractor Expense and Travel Reimbursement Guidelines Exhibit 10 – Maintenance and Support Exhibit 11 – Training Exhibit 12 – Transition Services Exhibit 13 – Participating Addendum Exhibit 14 – Unruh and FEHA Certification Exhibit 15 – Dafur Contracting Act Certification Exhibit 16 – Iran Contracting Act Certification
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	Journal Technologies, inc.
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) <i>Maryjoe Rodriguez</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Maryjoe Rodriguez, Vice President
DATE EXECUTED 11/09/2020	DATE EXECUTED 11/2/2020
ADDRESS 2850 Gateway Oaks Dr. Suite 300 Sacramento, Ca 95833-4348	ADDRESS 915 E. 1st Street Los Angeles, CA, 90012

EXHIBIT 1

DEFINITIONS

1. **Agreement:** the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.
2. **Amendment:** written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.
3. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
4. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participating Addendum, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (iv) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
5. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.
6. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

7. **Deliverable(s):** Licensed Software, documentation, services or other items, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.
8. **Documentation:** (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.
9. **Hosted Services:** Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum.
10. **Licensed Software:** Contractor's commercially available software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto.
11. **Maintenance:** enhancements, Upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under compatible releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).
12. **Maintenance Release(s):** those modules, improvements, enhancements, Upgrades or extensions to the Licensed Software as more particularly defined in the Agreement, including Exhibit 3, Section 4.
13. **Material(s):** software, designs, technology, information, and all types of intangible property.
14. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.
15. **Participating Entities:** Any of the California Superior Courts or Judicial Council of California, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.
16. **PCC:** California Public Contract Code.
17. **Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.

18. **Project Manager:** JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

19. **Source Code:** the source language code of the Licensed Software as the same is written by the programmers thereof.

20. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).

21. **Stop Work Order:** written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days to Contractor, or for a longer period by mutual agreement of the parties.

22. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

23. **Support Services:** those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

24. **Task:** one or more functions, services, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

25. **Third Party:** any individual or entity not a party to this Agreement.

26. **Third Party Materials:** any Materials that are licensed to or obtained by Contractor from a Third Party.

27. **Transition:** Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participating Addendum.

28. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software, Hosted Services, and/or Documentation. "Upgrades" shall also include any modification, improvement, enhancement, added feature, or added functionality to the Licensed Software that Contractor develops, distributes, or enables in connection with or as a result of any individual Participating Entity's participation in this

Agreement. Such Upgrades shall become part of the Licensed Software and available to all other Participating Entities under the terms of this Agreement.

29. **Work:** any or all labor, services (including the Hosted Services), Deliverables, training, equipment, supplies, Materials, Tasks, the Licensed Software, Third Party Materials, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating Addendum. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s).

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. 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 Work.
- 1.2 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 Exhibit 13 (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, the Contractor shall 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: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.
- 1.4 Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and the JBE party to such Participating Addendum. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

- 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 the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work; provided that the JBE shall have informed Contractor what modifications have been made to the Work prior to Contractor being obligated to cooperate with any such third parties.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall include the following preliminary items which will be finalized by the project managers following commencement of the Project:

- i. itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii. any projected milestone schedule for the completion of the services, Deliverables, and Work;
- iii. any acceptance criteria in addition to the acceptance criteria herein;
- iv. the personnel to be assigned, along with their job classification, if applicable;
- v. the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- vi. the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
- vii. a draft project plan that addresses the scope and detail of services to be performed; and
- viii. to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

B. Acceptance.

B.1. All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work. Acceptance or non-acceptance of the Work related to the implementation of the PTRAs system is to be determined by the JBE's Project Manager prior to the go-live of Contractor's PTRAs system.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 7 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

B.3. If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have fifteen (15) business days from receipt of Acceptance and Sign-Off Form (or such other time period as may be mutually agreed by Contractor and JBE's Project Manager) to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, subject to the provisions of Section 27 below.

C. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement; provided that in no event shall Contractor be liable or responsible in any manner whatsoever for any such Work performed by any JBE or others. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

2. Changes in Work; Stop Work.

A. Changes in Work.

A.1. The JBEs reserve the right, exercisable in accordance with the provisions of this Section 2.A., to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by a JBE or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE shall make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE shall allow reasonable costs resulting from the Stop Work Order.

B.5. The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights.

A.1. Contractor grants to the JBE a non-exclusive license to: (i) install and use the Licensed Software, including for the purpose of conducting the JBE's

business; and (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE's rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (i) any law enforcement, immigration, judicial or other governmental entity, including, but not limited to, a county probation department, for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) with the prior written consent of Contractor, third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (iv) with the prior written consent of Contractor, the JBE's service providers, but only in connection with their provision of services to the courts of the State of California. Such use and access may be directly enabled; or web enabled via Internet or intranet or enabled via any other communication facility. For the avoidance of doubt, all rights granted to the JBEs in this Section 3 are subject to the JBEs payment of the applicable fees (including annual license, maintenance and support fees) to Contractor as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A.2. Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may, solely with the prior written consent of Contractor, and subject to payment of the applicable fees set forth in Exhibit 8 (Fees, Pricing and Payment Terms): (i) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (ii) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (iii) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (iv) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

B. License Restrictions; Additional Terms

B.1. License Restrictions. The JBE shall in no event (other than as expressly provided under the Source Code Escrow Agreement) (a) transfer, rent or lease the Licensed Software or its usage without Contractor's prior written consent, or (b) reverse engineer, decompile, or disassemble any portion of the Licensed Software. The JBE shall keep the Licensed Software confidential and utilize its best efforts to prevent the unauthorized disclosure or use of the Licensed Software and shall require its employees and third-party Contractors to comply with such obligation.

B.2. Additional License Terms. The JBE and Contractor agree to the license terms set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to the terms of this Section 3.B. In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

4. Maintenance and Support Services.

A. Maintenance. Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, Upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other JBE, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; and (iii) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall also include those new modules, improvements, enhancements, Upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed by Contractor free of charge to its customers; (b) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed to or developed by Contractor for any other JBE; (c) if Contractor requires the JBE to install such new module, improvement, enhancement, Upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software; or (d) if such modules, improvements, enhancements, Upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. Installation of Maintenance Releases. The JBE shall have a reasonable right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's Pretrial Risk Assessment Application to a new platform or operating system, (iii) significant reprogramming or reconfiguration of the Licensed Software, or (iv) undesired functionality. During the term of this Agreement, the JBE may reasonably request that Contractor provide, pursuant to a separate agreement for professional services at a cost to be mutually agreed by the parties, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system

for the JBE's Pretrial Risk Assessment Application. If Contractor refuses to provide such a reasonably requested Maintenance Release for a database platform or operating system compatible with the Licensed Software (as maintained and supported by Contractor for another customer) within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participating Addendum in accordance with Section 26.

C. Support Services. Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 of Exhibit 10 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 10 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 10 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 10 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 10 (Maintenance and Support).

E. Suspension of Maintenance. As long as the JBE has paid any undisputed amounts of the license, maintenance and support fees for the Licensed Software, the JBE shall be entitled to receive Maintenance and Support Services from Contractor. Contractor shall not suspend or terminate Maintenance and/or Support Services without first obtaining either the JBE's prior written consent or an order of a court of competent jurisdiction (from which no appeal has been or can be taken) affirmatively authorizing such suspension or termination.

5. Configuration. Contractor shall provide updates to the Licensed Software if and as required, but no later than six (6) months after the release of the latest version of the Public Safety Assessment (PSA), Virginia Pretrial Risk Assessment Instrument (VPRAI), VPRAI-Revised, or Ohio Risk Assessment risk assessment tools, to enable the Licensed Software to fully integrate and be compatible with the latest version of any of these risk assessment tools. In addition, Contractor shall provide updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law (including the California Rules of Court), as and when such law may change from time to time during the term Any and all

updates to the Licensed Software made pursuant to this Section 5, including the updates described in both the first and second sentence of this Section 5, shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work), and shall only be made if such update does not require changes to the source code or core configuration than what currently exists in the Licensed Software at the time such update is requested. Notwithstanding any provision to the contrary in this Agreement, in the event that one Participating Entity under this Agreement pays for any updates or upgrades pursuant to a new or separate Statement of Work or change order, Contractor will provide or make available such updates and upgrades to all other Participating Entities at no additional cost, other than costs of installation and implementation of such updates and upgrades.

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Assignment. No party may assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, without the prior written consent of the Establishing JBE (in the event of an assignment by Contractor), or Contractor (in the event of an assignment by any JBE). Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification for the following paragraphs in this Section 10.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 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 certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor’s knowledge, this Agreement does not create a conflict of interest or default under any of Contractor’s other contracts.

H. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor’s knowledge, threatened against or affecting Contractor or Contractor’s business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor’s business, the validity or enforceability of this Agreement, or Contractor’s ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor certifies that it is in compliance with: (i) PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; 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.

J. Expatriate Corporation. Contractor certifies that it 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. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

a) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

b) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision 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. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Establishing 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 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

N. Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

- (a) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- (b) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement 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 in any manner.
- (c) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds, with an equitable reduction in the Work to be performed under the Agreement.
- (d) The parties may amend the Agreement to reflect any reduction in funds, with an equitable reduction in the Work to be performed under the Agreement.

O. Iran Contracting Act

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 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

P. Conflict Minerals

Contractor certifies either: (i) it is not a “scrutinized company” as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq.

or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of a JBE's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work that has not been accepted by the JBE in accordance with the acceptance criteria set forth in this Agreement and the applicable Statement of Work, even if the unsatisfactory character of

such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE. The parties acknowledge and agree that Work that is delivered and accepted in accordance with the agreed upon Project Plan and Statement of Work as defined in the planning phase of the Project shall be, and shall for all purposes be deemed to be, satisfactory for purposes of this provision.

13. Contractor Status.

A. Independent Contractor.

A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3. If any governmental entity concludes in a final written order, judgment or similar report or statement of findings that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4. Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement; provided that updates to the Licensed Software if and as required to cause the Licensed Software to comply with all applicable laws, rules (including the California Rules of Court) and regulations shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work). Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

D.2. Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1. Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participating Addendum. Notwithstanding the foregoing, each JBE hereby consents to Contractor's use of consultants who, individually or through small companies, act as regular staff enhancements to Contractor.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will incorporate this Agreement and any applicable Participating Addendum as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen (15) days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

- a) provide detailed factual information;
- b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;
- c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
- e) If the negotiations do not result in resolution of the dispute within forty- five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

15. [INTENTIONALLY OMITTED].

16. Indemnification.

A. To the fullest extent permitted by law, but subject to the provisions of Section 27 below, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) each JBE and its respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from: (i) the negligence or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement and the affected JBE's Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement or misappropriation by Contractor in the performance of its obligations under this Agreement or the Licensed Software of any trade secret, patent, copyright or other third party intellectual property; provided that Contractor's indemnification obligations under this clause (iii) shall not extend to claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from the affected JBE's modification or unauthorized use of any Work provided by Contractor to such JBE under this Agreement. 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 and the affected JBE's Participating Addendum, and acceptance of any services and Work. 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.

B. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

C. For Contractor's acts, errors, or omissions which are covered by Contractor's professional liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its subcontractors, but not for a JBE's proportionate share of liability, if any.

17. Insurance Requirements.

17.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

- 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 must include workers' compensation to meet the 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.* 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 non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- D.** *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, subject to the policy's terms, conditions, limits and exclusions, 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.

17.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

- 17.3 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.
- 17.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 (or, with respect to the professional liability policy only, \$250,000) per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 (or, with respect to the professional liability policy only, \$250,000) per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 17.5 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.
- 17.6 Certificates of Insurance.** Before Contractor begins performing services and Work, 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 without thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of nonpayment of premium) to Contractor, who shall then provide such notice to the Establishing JBE and any Participating Entity; provided that the foregoing requirement regarding notice of cancellation shall not apply to Contractor's Workers Compensation and Employer's Liability policy.
- 17.7 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.
- 17.8 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.

17.9 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.

17.10 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.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information. The JBE will be responsible for the security of Data (including JBE Data) and the JBE's Confidential Information stored on the JBE's systems.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings,

descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure, and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

“**JBE Data**” means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor shall take all reasonable actions necessary to secure and keep confidential the JBE Data that Contractor receives or has access to. JBE owns and retains all right and title to JBE Data, and has the exclusive right to control its use.

Contractor shall implement and maintain the highest industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of JBE Data, and Contractor shall comply with privacy and data security requirements required by applicable laws, this Agreement, or in the JBE's policies and procedures which have been previously disclosed to and agreed to by Contractor. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing Work at a JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

If Contractor provides Hosted Services, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the continental United States;
- ensure that Contractor's employees and any Subcontractors personnel potentially having access to the JBE Data have been background-checked, must be authorized to work in the United States and is based in the United States;
- provide periodic full backup of all JBE Data;
- provide periodic incremental backup of all JBE Data;
- have the capability to recover data from the JBE Data backup copy up to 30 days of most current revision history;
- have the capability to restore any service outage within two (2) hours of a hosted computer system failure or within eight (8) hours of a catastrophic disaster event, to the extent the outage or disaster event is within the reasonable control of Contractor;
- have adequate data protection in place to minimize data loss within one (1) hour of a hosted computer system failure or within two (2) hours of a catastrophic disaster event, to the extent the failure or catastrophic event are due to factors within Contractor's reasonable control;
- have the capability to export JBE's raw data in machine readable format MS SQL Backup format and have the capability to promptly provide JBE Data to JBE upon its request (which requests shall not be made more frequently than monthly);
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter.

No services (including Hosted Services) or Licensed Software (and related Work) shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data housed in the Licensed Software shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year, except for downtime pursuant to this Agreement. Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within twenty-four (24) hours after Contractor's personnel's actual discovery (or reasonable belief) of the Data Breach. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.G. A **"Data Breach"** means any access, destruction, loss, theft, use, modification or disclosure of JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach (to the fullest extent known after Contractor has made best efforts to obtain the requisite knowledge); (ii) the data accessed, used or disclosed (if known after having made best efforts to obtain the requisite knowledge); (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach that results from a breach by Contractor of Section 18.F, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

H. Security Assessments

Upon advance written request by a JBE, Contractor agrees that a JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to the data security of the JBE Data. Contractor performs, at its own expense, regular assessments of its compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. If a JBE requires additional or different assessments of such compliance, then upon such JBE's request, Contractor shall, at such JBE's expense, perform, or cause to have performed such additional or different assessment of Contractor's compliance with its data security obligations.

I. Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.I. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Materials and Work created in whole or in part by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum that does not incorporate any of Contractor's proprietary software or intellectual property shall be treated as if it were "work for hire" for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made by the Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary software or intellectual property. For the avoidance of doubt, the JBE will not own (or receive any grant of ownership of), and the term "Creations" shall in no event include, any of Contractor's pre-existing or independently developed software or other intellectual property (or any improvements or modifications to Contractor's proprietary software or intellectual property created or developed pursuant to the Agreement or Contractor's performance thereunder, including any derivative works thereof), which will be licensed to the JBE pursuant to the provisions of Section 3 hereof and Exhibit 4 hereto.

B. All ownership and control of Creations, Data, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, created by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary software or intellectual property shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.

C. Intentionally Omitted.

D. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software, in any of Contractor's intellectual property or proprietary materials in existence prior to the effective date of this Agreement or developed independently after the effective date of this Agreement, or in any improvements or modifications to Contractor's Licensed Software, intellectual property or proprietary materials created or developed pursuant to this Agreement, including any derivative works thereof.

E. The JBEs hereby grant to Contractor a perpetual, irrevocable, transferable, sublicensable, royalty free, non-exclusive license to use, reproduce, modify, prepare derivative works, and distribute any Creations, Data, Materials or Work created as a result of this Agreement pursuant to this Section 19 for the purpose of incorporating such work product and intellectual property into products Contractor prepares for other customers.

20. Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties.

B.1. Services Warranty. Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this

Agreement and the JBE's Participating Addendum in all material respects, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design in all material respects. The JBE's approval of design or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2. Licensed Software Warranty. Contractor hereby warrants and represents that during the term of the applicable Participating Addendum: (i) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material respects, and (ii) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing database software program as installed as of the effective date of the Participating Addendum.

B.3. Virus Protection Warranty. Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software, Hosted Services or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

B.4. Four-Digit Date Compliance. Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, 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.

B.5. Warranty of Law. Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software, Hosted Services or any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) Contractor's performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may

be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

B.6. Warranty of Title. Contractor warrants and represents that (i) it has good title to the Licensed Software; (ii) it has the absolute right to grant to the JBE the licenses granted hereunder; (iii) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty").

B.7. Support Services Warranty. Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

B.8. Effect of Breach of Warranty. If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty, and shall include if applicable the information required pursuant to Exhibit 10 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 10 (Maintenance and Support). If the breach relates to Section 22.B.5 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.6 (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participating Addendum as hereinafter provided in this section. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency

materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26.A (Termination for Cause), subject to the transition provisions of Exhibit 12 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

B.9. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participating Addendum for cause.

24. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent

for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: License Restrictions, Additional Terms (Section 3.B), Assignment (Section 8), Audit; Retention of Records (Section 7), Confidentiality, Non-Disclosure, and Data Security (Section 18), Indemnification (Section 16), Limitation of Liability (Section 27), Warranties (Section 22.B) and Transition Services (Section 26.D.3), and Contractor's obligations regarding privacy and data security. Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 12. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

26. Termination; Term of Agreement.

A. 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; (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 in any material respects when made.

B. Termination for Convenience.

B.1. 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. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause pursuant to Section 26.A, the JBE will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination Due to 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 twenty (20) days' prior 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

D. Effect of Termination.

D.1. Intentionally Omitted.

D.2. Intentionally Omitted.

D.3. **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 12 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. Escrow of Source Code. Concurrently with or within a reasonable time after the execution of each Participating Addendum, the Participating Entity and Contractor agree to execute, and to abide by and comply with, an escrow agreement for the Licensed Software Source Code (the "**Source Code Escrow Agreement**") with an escrow agent to be selected and/or approved by the Participating Entity. The terms of the Source Code Escrow Agreement shall include, without limitation, provisions whereby: (1) Contractor would deposit the Source Code for the Licensed Software and the related source documentation (the "**Deposit Materials**") and (2) such Deposit Materials would be released to the JBE immediately upon the occurrence of an Event of Release. An "**Event of Release**" means one or more of the following events: (a) Contractor has materially breached an obligation to provide Maintenance and Support for the Licensed Software as provided in this Agreement and/or fails to provide such support through another appropriate source and (i) such material breach will cause the JBE to incur immediate and substantial injury for which money damages, or such other remedies provided by this Agreement, would be inadequate, (ii) the JBE is not in breach of the terms of this Agreement and (iii) the JBE has terminated this Agreement in accordance with the terms of this Agreement; (b) Contractor's duly appointed trustee in a bankruptcy or dissolution proceeding of Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (c) Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (d) Contractor takes any action under any state

corporation or similar law that will cause both the dissolution of the corporate existence of Contractor and the liquidation by Contractor of its assets; or (e) a court of competent jurisdiction or an arbitrator, if applicable, issues an order or judgment directing the escrow agent to release the Deposit Materials to the JBE. Unless otherwise agreed between the parties, Contractor shall bear the escrow fees due under such escrow agreement; provided that if such escrow agreement is not Contractor's existing escrow agreement with InnovaSafe, Inc., the JBE shall bear the escrow fees due under such escrow agreement. In the event of a release of the Deposit Materials to the JBE, Contractor hereby grants to the JBE a non-exclusive, perpetual, fully paid-up license to reproduce and use such Deposit Materials for the sole and exclusive purpose of providing support and maintenance for the Licensed Software. Notwithstanding any provision in the Source Code Escrow Agreement, in the event that the Source Code is released pursuant to such Source Code Escrow Agreement, the JBE shall have the right to approach, negotiate or contract directly or indirectly with any party, including without limitation any subcontractor to or affiliate of Contractor, for the purpose of procuring ongoing maintenance and support services for the Licensed Software Source Code.

F. Term and Termination.

(a) The term (“**Term**”) of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the “**Initial Term**”), unless terminated earlier in accordance with the terms of this Section 26, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement for an additional three-year option period and another additional two-year option period in accordance with the cover page of this Agreement (the “**Option Term**”). In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

(b) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by the Participating Entity, 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 26; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Execution of any Participating Addendum by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Limitation of Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED

REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

(b) EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR'S TOTAL LIABILITY TO ANY JBE WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND/OR SUCH JBE'S PARTICIPATING ADDENDUM SHALL NOT EXCEED, IN THE AGGREGATE, ONE AND A HALF (1.5) TIMES THE AMOUNT OF FEES PAYABLE TO CONTRACTOR BY SUCH JBE UNDER THIS AGREEMENT AND SUCH JBE'S PARTICIPATING ADDENDUM FOR THE FIRST FIVE YEARS OF SUCH JBE'S PARTICIPATING ADDENDUM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 27(b) SHALL NOT APPLY TO CLAIMS, LOSSES, AND EXPENSES ARISING OUT OF THE FOLLOWING: (I) DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR; (II) CONTRACTOR'S VIOLATION OF ANY APPLICABLE STATUTE, RULE, REGULATION OR ORDER; AND (III) CONTRACTOR'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.

28. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

29. Waiver; Severability.

A. Waiver of Rights. JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

30. Loss Leader. 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.

31. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

C. Reassignment. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

32. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets 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.

33. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over \$200,000, 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.

34. DVBE Participation Certification. 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: (i) Contractor must use the DVBE Subcontractors identified in its bid or proposal, unless the 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 this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of Work that Contractor committed to provide to each DVBE Subcontractor and the amount each DVBE Subcontractor received under the Agreement; (2) the name and address of each DVBE Subcontractor to which Contractor subcontracted Work in connection with the Agreement; (3) the amount each DVBE Subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE Subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the Work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

35. Union Activities. Contractor agrees that no JBE funds received under this Agreement 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.

36. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE's prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

37. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

38. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to "including" means "including, without limitation."

39. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

40. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Journal Technologies, Inc. 915 East 1 st Street Los Angeles, CA 90012 Attention: Maryjoe Rodriguez Vice President With a copy to: Munger, Tolles & Olson LLP 350 South Grand Avenue, 50 th Floor Los Angeles, CA 90071 Attention: Brett Rodda	Judicial Council of California Attn: Tracy Matthews, Supervisor Contracts, Branch Accounting and Procurement 2850 Gateway Oaks Drive, Ste #300 Sacramento, Ca 95833

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.

41. Hosted Services. Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor’s obligations regarding the Hosted Services, the Contractor’s obligations regarding the Licensed Software (including without limitation, support services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

42. Tax Delinquency. Contractor must provide notice to the JBE 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 JBE may terminate this Agreement immediately “for cause” pursuant to Section 26 if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

END OF EXHIBIT 3

EXHIBIT 4

LICENSED SOFTWARE AND ADDITIONAL TERMS

This EXHIBIT 4 and its Attachments B, C and D -- SOFTWARE LICENSE, MAINTENANCE AND SUPPORT TERMS AND CONDITIONS (this “**Exhibit**”) is incorporated into and made a part of the Master Agreement (the “**Master Agreement**”), effective as of **November 1, 2020** (the “**Effective Date**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Licensor**”), and the Judicial Council of California (hereinafter “**Licensee**”) for the benefit of the Judicial Council of California and the California Superior Courts who become Participating Entities under the Master Agreement. Each such California Superior Court that becomes a Participating Entity under the Master Agreement shall, upon execution of its respective Participating Addendum, also become a “Licensee” hereunder and be subject to the terms and conditions set forth in this Exhibit 4. Capitalized terms used and not otherwise defined herein shall have the respective meanings given them in the Master Agreement.

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the Pretrial Risk Assessment Application (“PTRA”). This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in **EXHIBIT 8 (“FEES, PRICING AND PAYMENT TERMS”)**, together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis

management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
 - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
 - (b) take appropriate steps to ensure the accuracy of Customer Data;
 - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
 - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.10 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.11 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Exhibit and the Master Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Exhibit or the Master Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and neither the Master Agreement nor this Exhibit grants to Licensee any title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term of a particular Participating Addendum shall commence on the date of Go Live for such JBE; provided that the License, Maintenance and Support Fees for the first year of the License Term must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). Provided that the applicable Participating Entity has paid the applicable License, Maintenance and Support Fees, the License Term shall continue for so long as such Participating Entity's Participating Addendum remains in effect.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**, in advance of each applicable year of the License Term, including each year of the original License Term and each year of any extension thereof; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid immediately prior to Go

Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with **EXHIBIT 8 (“FEES, PRICING AND PAYMENT TERMS”)**. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to **EXHIBIT 8 (“FEES, PRICING AND PAYMENT TERMS”)**, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors).

2.2.4 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Attachment B to this Exhibit 4 (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and Licensor shall pay the required annual escrow fees directly to InnovaSafe.

MAINTENANCE AND SUPPORT

2.3 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Exhibit and the Master Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

2.4 Support. Support for PTRA and Public Portal is available by telephone, e-mail, or internet support forum from 4:00 am to 6:00 pm Pacific time, Monday through Friday, except for federal holidays. Support for interfaces using PTRA API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live (and thereafter pursuant to a mutually agreed Statement of Work); it being understood and agreed that

such Support shall in no event include (or be deemed to include) changes to the interface(s). Go-Live for an interface may differ from the Go-Live date of the Licensed Software at which time the 90-day support period for that interface would be calculated from the interface Go-Live date. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as “Critical” (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the generally-available current version (i.e., annual major release) and the most recent previous version. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

2.5 Conditions to Receive Support.

2.5.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

2.5.2 During all periods for which Support is needed or requested by Licensee, Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software’s database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

2.5.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Attachment C to this Exhibit 4 (“MINIMUM SYSTEM REQUIREMENTS”). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee’s operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

2.5.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

2.6 Other Support. Services that go beyond routine Support set forth in Section 2.4 may be provided under the terms of a professional services agreement upon agreement of the parties.

3. WARRANTY

3.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user,

administrative, and technical electronic guides and the provisions of the Master Agreement. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) unapproved modification of the Licensed Software by the JBE, (d) any use of the Licensed Software in breach of this Exhibit or the Master Agreement or (e) any failure to satisfy the conditions to receive Support under Section 2.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and its Participating Addendum (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired), in addition to any other rights that Licensee may have under the Master Agreement.

3.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into the Master Agreement and to consummate the transactions contemplated hereby; and (iv) the Master Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Exhibit and the Master Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS EXHIBIT AND THE MASTER AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. TERMINATION

4.1 Termination by Licensor.

4.1.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any failure of such Licensee to make payments of undisputed moneys due for license and maintenance and support fees when the same are due, and such failure continues for a period of thirty (30) days after written notice of such failure to pay by Licensor to such Licensee.

4.1.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”) and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any other material breach by such Licensee which breach continues for a period of thirty (30) days after written notice thereof (and opportunity to cure) by Licensor to such Licensee.

4.2 Actions Upon and Following Termination. Termination of the Master Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon the effective date of termination as set forth in the applicable termination notice delivered in accordance with the provisions hereof, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after the effective date of termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software.

ATTACHMENT B TO EXHIBIT 4
SOURCE CODE ESCROW AGREEMENT

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
 - Complete client service
 - Fees Locked for the Initial Term
 - Physical or Electronic Deposits
 - Quarterly Deposits Included
 - No Additional Storage Fee
 - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement (“Agreement”), number 2738, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. (“Depositor”), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

“*Beneficiary*” means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“*Beneficiary Enrollment Form*” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“*Designated Beneficiary*” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“*Description of Escrow Deposit*” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“*Escrow Deposit*” or “*Deposit*” means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“*License Agreement*” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“*Replacement*” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“*Software*” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“*Source Code*” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“*Update*” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has breached a material obligation under the License Agreement for which the License Agreement provides for the release of the Deposit to Beneficiary as a remedy, and such breach has not been cured by Depositor as provided in the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to

the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the “Contrary Instructions”); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary; or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of _____ from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with

the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any

judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such

instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration

of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, <http://www.innovasafe.com/update.html>.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1 st . St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia nading@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: _____

Signature

Name:

Title:

Date:

INNOVASAFE.

BY: _____

Signature

Name:

Title:

Date:

**EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738**

**THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT:
28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA**

The Ex. A can also be completed online at: <http://www.innovasafe.com/exhibitA.html>

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details

Media Type (CD, DVD, DAT etc...):

Number of Media:

Copies (1 or 2):

Product(s) Name:

Product Version:

Indicate hardware used to create deposit:
Indicate operating systems used:
Indicate backup command/software used:
Indicate software compression used:
Indicate whether encryption/password protection was used:
What computer language was the source written:
Approximate size of the data on the media: (MB/GB)

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

Initial Deposit Update Deposit Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

Return OR Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

All or Specific Deposits (list here): _____

**EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738**

This form can be completed online. Go to <http://www.InnovaSafe.com/ExhibitB.html>

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	Party responsible for: Annual Beneficiary fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
---	--	--	--	--

Invoicing Contact (Required):

Depositor:

Contact Name:
Address:

Phone:
Fax:
eMail:
PO#:

Please return this form to:

Beneficiary:

Contact Name:
Address:

Phone
Fax:
eMail:
PO#:

InnovaSafe, Inc.
PO Box 800256
Valencia, CA 91380-0256 USA

**EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738**

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company: _____	Contact: _____
Title: _____	Email: _____
St. Address: _____	City/State: _____
Postal Code: _____	Country: _____
Tel #: _____	Fax #: _____

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company: _____	Contact: _____
Title: _____	Email: _____
St. Address: _____	City/State: _____
Postal Code: _____	Country: _____
Tel #: _____	Fax #: _____

Signature (**Required**): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	Party responsible for: Annual Beneficiary fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
---	--	--	--	--

Invoicing Contact (Required):

Depositor:
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
eMail: _____
PO#: _____

Beneficiary:
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
eMail: _____
PO#: _____

Please return this form to:

InnovaSafe, Inc.
PO Box 800256
Valencia, CA 91380-0256 USA

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	No Fee	
Traditional Escrow Annual Deposit Fee*		
▪ 1st Product	\$675	
▪ Additional Products – per product	\$350	
▪ Included Benefits and Services		
○ 4 Free Updates/Replacements		
○ Physical or Electronic Deposits		
○ Deposit Notification – all parties		
Annual Beneficiary Fee	\$200	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	\$995	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Basic Report	No Fee	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Detailed Report	\$95 per report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Dual Vaulting	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Account Status Reports - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Deposit Tracking - Quarterly	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ SafeAccess (24/7) Online Deposit History Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ FullAccess (24/7) Online Comprehensive	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ L1 Deposit Verification – Limited Only	\$200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	Quote Only	
▪ L3 Verification – Comprehensive – per check	Quote Only	
Release Request Fee – per request	\$200	

**One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of \$ _____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

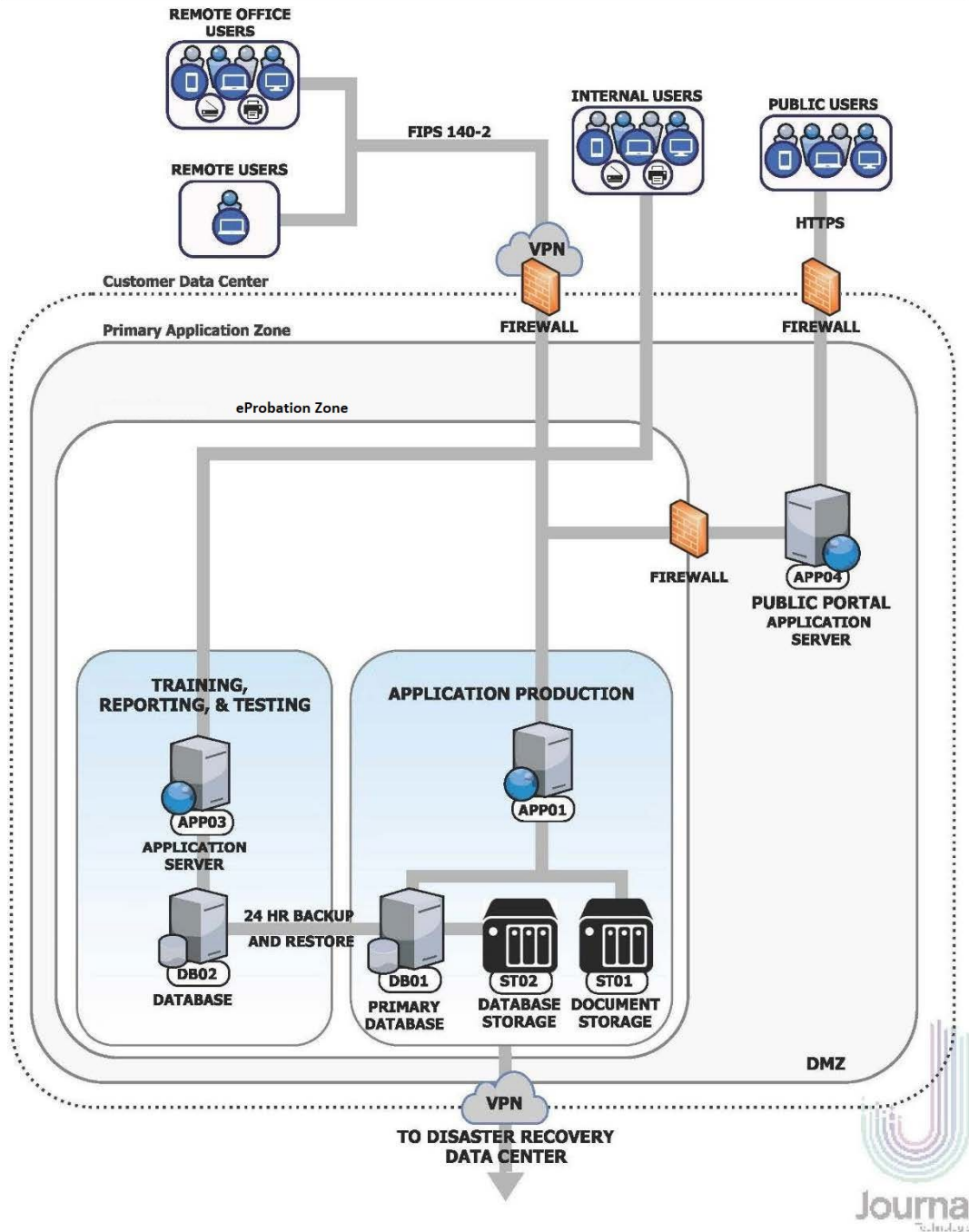
INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

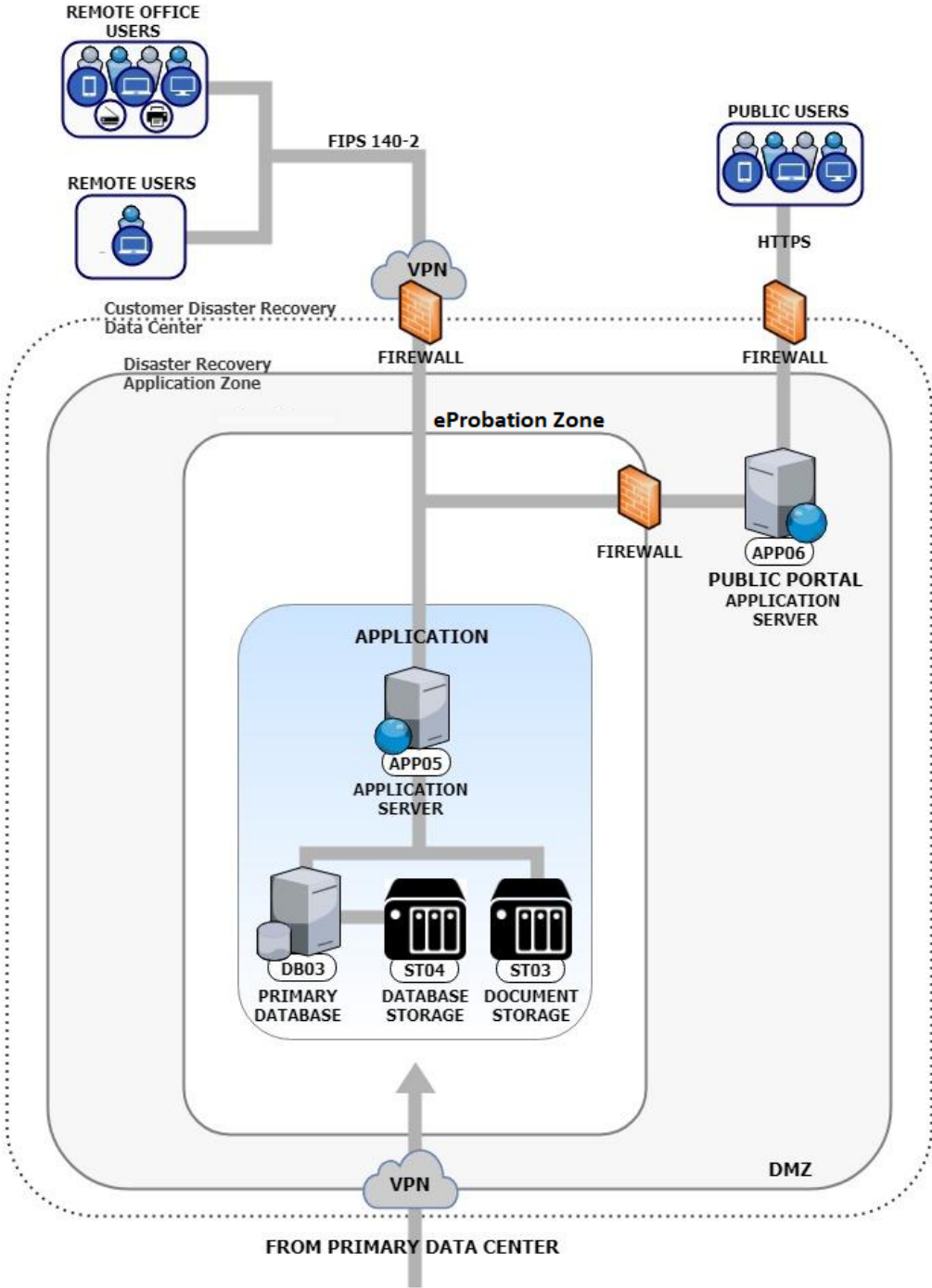
1-661-295-5515

ATTACHMENT C TO EXHIBIT 4
MINIMUM SYSTEM REQUIREMENTS

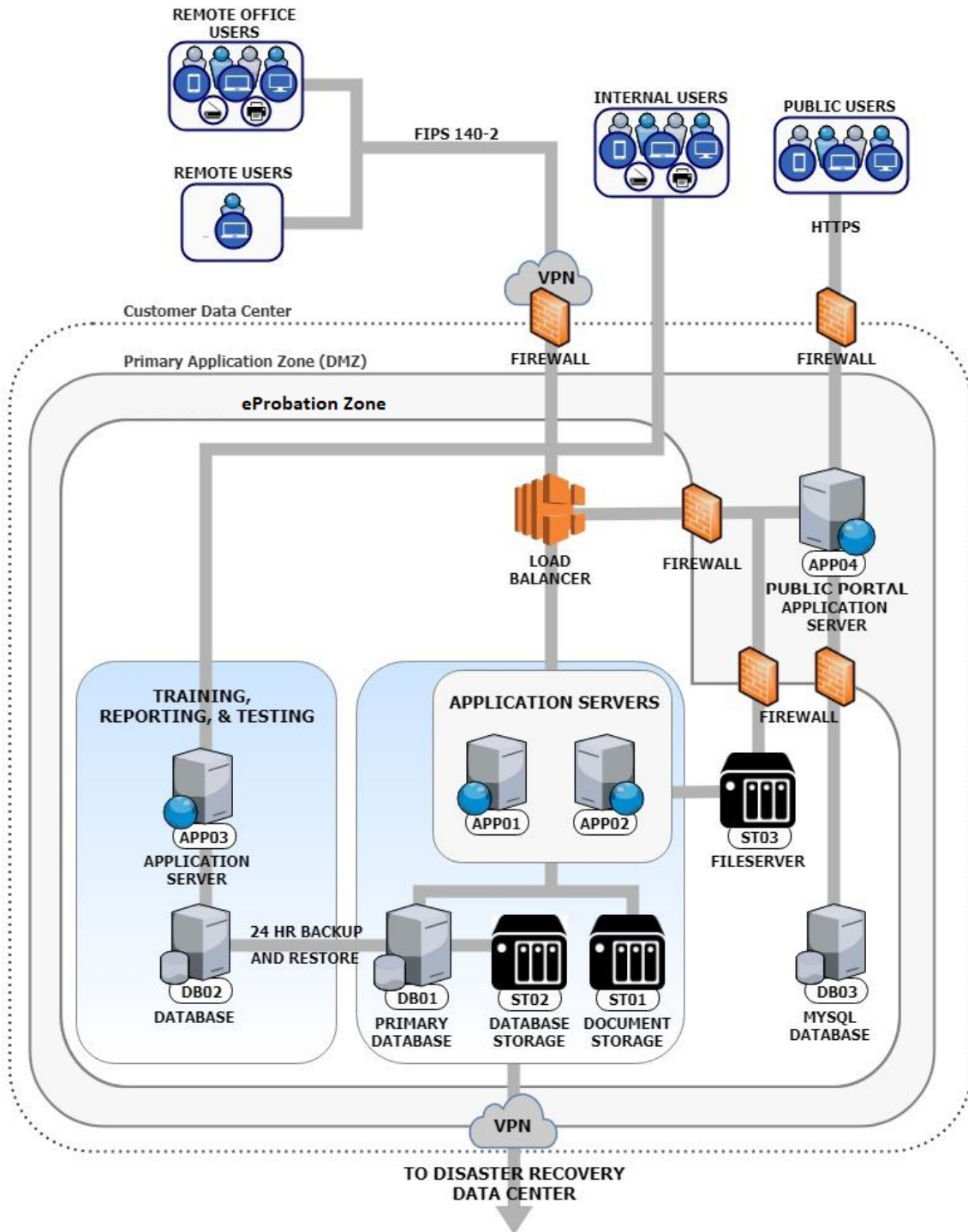
Customer Hosted - Primary (50 user)



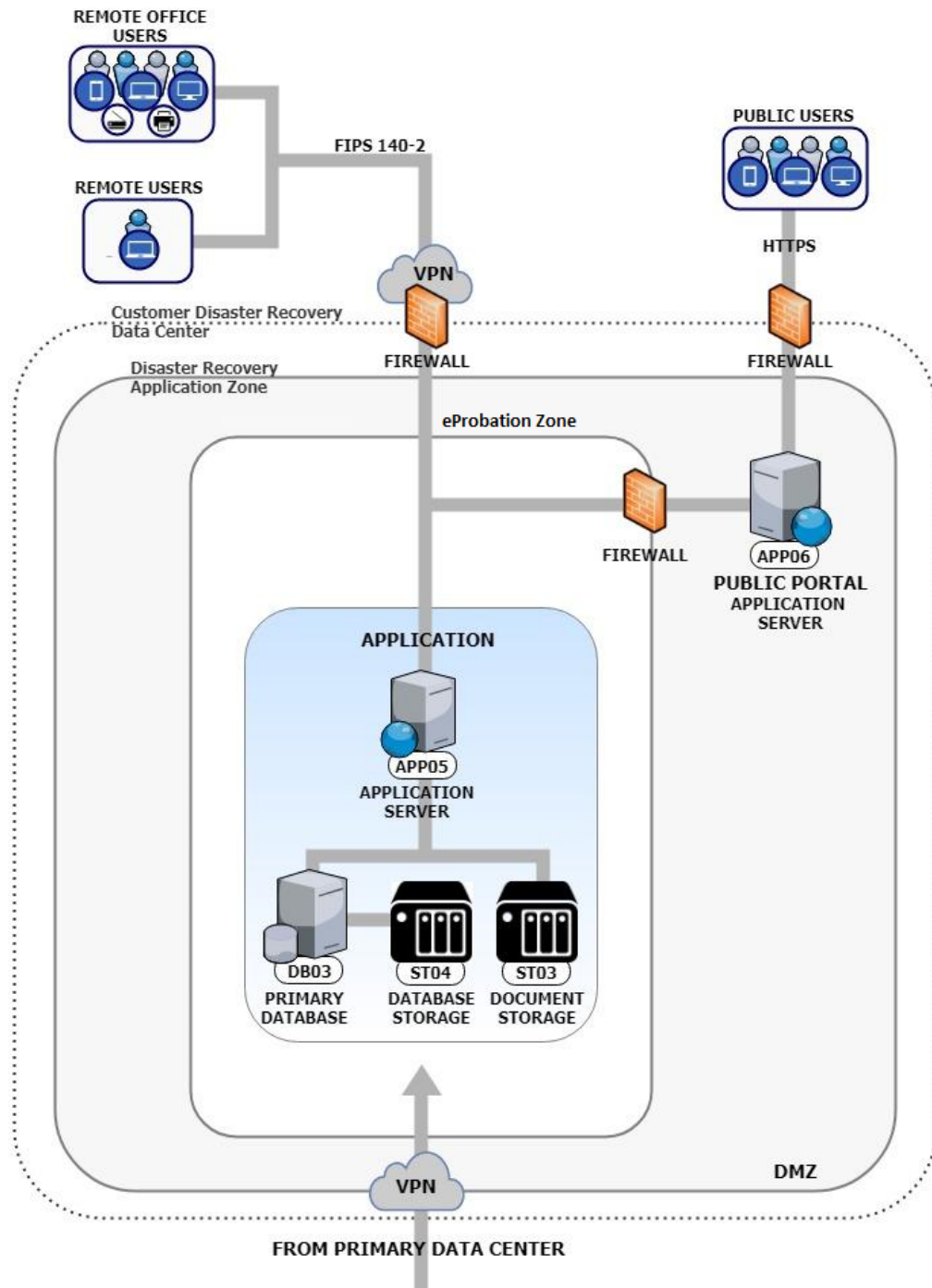
Customer On-Premise - Disaster Recovery (Off-site)



Customer On-Premise - Primary (51-500 user)



Customer On-Premise - Disaster Recovery (Off-site)



Data Centers Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data
 - 500 GB for report server data
- ST02 - Database storage device with
 - 1 TB for DB
- ST03 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data

- 500 GB for report server data
- ST04 - Database storage device with
 - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.

Workstation Hardware Configuration

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1 or later
Other required software and versions	Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format), MS Outlook.

ATTACHMENT D TO EXHIBIT 4

HOSTED SERVICES AND CLOUD HOSTED SERVICES

(Applicable only to any JBE that requests and pays for Hosted Services as provided herein)

1. Hosted Services

Licensor Hosting. In consideration for Licensee's (JBE's) payment to Licensor (JTI) of the Annual Hosting and Storage Fees set forth in Exhibit 8, Licensor will provide Licensed Software hosted services (the "Hosted Service"), which Licensee may access via an Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this Attachment D to Exhibit 4 shall have the respective meanings given them in the Agreement.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Service are as follows:

- a. Provide infrastructure, including Licensed Software, for the hosting of JBE's use of Licensed Software and Licensee data.
- b. Provide Maintenance of the Hosted Service.
- c. Provide services as described in section 2, Cloud Hosted Services, in this Attachment D to Exhibit 4.
- d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees, in addition to the License, Maintenance and Support Fees described in Section 2.2.2 of Exhibit 4.
- b. Licensee is solely responsible for any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
- c. Accept that each hosted instance allows for one (1) terabyte of storage. Storage required for database and document storage is covered by the Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80% of the then available storage and the storage will automatically be expanded by one (1) terabyte and Licensee's Annual Hosting and Storage Fees will be adjusted accordingly at the then current annual rate. The current rate is listed in **Exhibit 8**. Additional storage may be pre-purchased at any time.

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.

2. Cloud Hosted Services

JTI's cloud hosting services handle all the JBE's server, data storage and cloud infrastructure needs including Licensed Software. JTI's highly trained IT staff manage the deployment and operation of the compute resource so that the JBE can focus on the operation of the court.

JTI hosts JBE data and software with a top-tier hosting provider selected by JTI, such as AWS or Microsoft Azure. These companies provide state-of-the-art compute power, storage and security.

JTI's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

Flexible Compute Power

During the course of JBE implementation and then during JBE live operations, JBE hosted environment needs will vary. For example, during the implementation phase the JBE may need a testing system, a configuration system, a data conversion system and a training system. Once the JBE is in live-production, it will need a production system, a reporting system and a testing and training system. From time-to-time, the JBE may also need a system to test and approve upgrades.

JTI provides and configures flexible compute power to meet JBE needs during the life cycle of JBE eSuite implementation and during live production. JTI rapidly scales and deploys compute power and storage to meet the JBE's changing needs.

Data Storage

One terabyte (TB) of database storage is included with JTI's hosting service. Additional storage is always available and is automatically provisioned when required. At the end of the current billing period, JTI compares the actual storage the JBE is using to the contracted amount and adjusts the storage cost for the next period, per the storage rate table in this Agreement in **Exhibit 8**.

Storage for files is charged by usage per the file storage rate table in Exhibit 8 and is billed on a monthly basis.

Security

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a CJIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security.

Data Security - JBE data is always encrypted at rest.

Data Transport Security - The connection to the JBE location is established using a FIPS 140-2 compliant virtual private network (VPN) or by using the secure HTTPS protocol. JBE data is always encrypted to Federal standards while in route to or from the cloud servers.

Penetration Testing - JTI conducts quarterly penetration and vulnerability tests on every hosted customer environment. Tests span discovery, exploitation, brute-forcing and reporting, providing proactive security controls.

Data Ownership

All the hosted data remains JBE property during and after the lifetime of the hosting and Participating Addendum. The JBE may have access to it at any time, subject to appropriate security controls and procedures. JTI never makes it available to third-parties or uses it internally except to support JBE operation.

At the termination of the hosting and Participating Addendum, JBE data will be provided to the JBE in the form of a MS SQL Backup file. Copies of JBE data are also available upon request and will be provided up to two times per month in the form of a MS SQL Backup file. These copies require three days advance notice and the JBE is responsible for any significant data transfer charges.

Data Backups

JTI backups the JBE production database every two hours to storage media in JTI's primary hosting region. At the end of the day, the 00:00 backup is archived, and the other hourly backups are overwritten the next day. JTI maintains fourteen days of archival data backup.

This gives JTI a Restore Point Objective (RPO) of two hours or less.

JTI snapshots the JBE running Compute Instances (CI) once every 24 hours and rotates the CI backups every three business days.

Both data backups and CI snapshots are "encrypted at rest" with FIPS 140-2 compliant encryption techniques.

Disaster Recovery (DR)

JTI provides for disaster recovery by exporting JBE data backup to a geographically remote hosting region. These database backups rotate every six hours at 00:00, 06:00, 12:00 and 18:00.

JTI snapshots the running compute instances once every 24 hours and export those snapshots to a remote hosting region. Compute instance backups rotate every three business days.

This provides a DR Restore Point Objective (RPO) of six hours or less and a Recovery Time Objective (RTO) of twenty-four hours or less.

If JTI's primary hosting region is not available for a period of two hours or more, JTI begins the process of failing over to JTI remote regions.

END OF EXHIBIT 4

EXHIBIT 5
SPECIFICATIONS

Except as expressly noted, Contractor agrees to the following Specifications for the Licensed Software; provided however, that while Contractor expects to be able to provide these required specifications, there will certainly be changes in requirements during implementations, which Contractor will accommodate.

Table A. Business and Functional Requirements

ID	Business and Functional Requirements	Yes/No, In progress	Comments
1	Person Management		
1	Demographics		
	The Pretrial Risk Assessment Application (PTRA) shall have the ability to capture all technical elements for Data Linking as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5 (CII, FBI, unique local ID, CDL, Name, DOB, Sex, Race).	Yes	
	PTRA shall have the ability to capture all pretrial/probation data elements as listed on the Pretrial Program Data Elements Inventory table in this Exhibit 5 requested from Probation.	Yes	
	PTRA shall allow user to update, edit, delete, add any and all person/entity profile information/demographics.	Yes	
	PTRA must retain risk assessment history and update data of all person updates, I.e.: Address, phone, alias, etc.	Yes	
	The PTRA shall have the ability to configure the application to allow or disallow use of hyphenated names.	Yes	
	The PTRA shall have the ability to capture various alternative names, such as alias, moniker.	Yes	

	<p>The PTRA shall have the ability to maintain multiple instances of the following information:</p> <ul style="list-style-type: none"> - General Info (e.g., name(s), address(es), email, languages, phone(s) etc. - Physical Info (e.g., date of birth, height, weight, etc.) - Additional Info (e.g., occupation, etc.) <p>The PTRA should be able to handle addresses that have North, South, East or West as part of the address.</p>	Yes	
	PTRA shall have the ability to comply with ongoing statutory requirements for collecting gender data (M, F, X, example):	Yes	
	PTRA shall have the ability to capture naturalization and place of birth;	Yes	
	PTRA shall have the ability to capture military status: prior and current.	Yes	
	PTRA shall allow user to add, edit, delete demographic information related to person.	Yes	
	PTRA shall permit search on various combinations of specific individual or case identifiers (e.g., name, date of birth, CII or booking number).	Yes	
	PTRA shall display person's current monitoring status	Yes	
	PTRA shall permit Soundex (or equivalent) name search for all person data groups.	Yes	
	PTRA shall capture cell phone and email information.	Yes	
2	Intake/Initiation		
	PTRA shall receive incoming arrest data from the responsible criminal justice agency (e.g., County Jail).	Yes	Assuming a willing partner, Data may be received.
	PTRA shall link incoming new arrest to existing Person record using Linking Data Elements as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 51 (CII, FBI, etc.).	Yes	
	PTRA shall create new person record if no match exists.	Yes	
	PTRA shall send CII and required data to DOJ to perform adult criminal history search.	Yes	
	PTRA shall capture required information from above query to populate priors for risk assessment.	Yes	
	PTRA shall allow for manual entry of ACHS information.	Yes	
	PTRA shall query court Case Management System (CMS) for Failure to Appear (FTA), records and information for risk assessment.	Yes	Assuming a willing partner, Data may be queried.

	PTRA shall capture all data elements from Jail Information Management System (JMS) as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5.	Yes	Assuming a willing partner, Data may be received.
	PTRA shall provide for transfer or entry of all charges, custody, and release information for each offender from criminal justice agency or court.	Yes	Assuming a willing partner, Data may be sent.
	For each county, the The PTRAs shall have the ability to have more than one designated court location. Arrest records are received and sorted into proper location, allowing user to see single or multiple locations and provide sort/filter capabilities.	Yes	
	The PTRAs shall have the ability to classify each incoming arrest as eligible for pre-arraignment release; hearing required; or as statutory exclusion.	Yes	
	PTRA shall flag incoming arrest records for pre-arraignment release eligibility based on county configurable elements, violation section and/or statutory requirements.	Yes	
	PTRA shall flag incoming arrests ineligible for pre-arraignment release that require risk assessment at arraignment.	Yes	
	PTRA shall flag incoming arrests ineligible for risk assessment.	Yes	
	Provide notification of required completion time (e.g., 12, 24, 48 hours).	Yes	
	The PTRAs shall have the ability to sort and filter on incoming message page by date, eligibility flags, and remaining data fields/elements on the message page.	Yes	
	The PTRAs shall have the ability to assign incoming case(s) to an intake officer individually or in groups by configurable criteria at a local level.	Yes	
	PTRA shall allow designation of pretrial officer(s) to tasks associated with a case.	Yes	
	The PTRAs shall provide the ability to manually assign and reassign cases to individual or groups of pretrial officers.	Yes	
	PTRA shall assign and reassign cases to individual or groups of pretrial officers using one or more of the following methods: randomly; according to predefined rules (e.g., by case category, by case status, by pretrial officer caseload balancing policies); according to existence of specific conditions (e.g., conflict of interest, disqualification) or allow for manual assignment.	Yes	

	The PTRA shall have the capability for intake staff to create a new case based on information submitted electronically from referral sources (jail arrest) or for intake staff to input manually.	Yes	
	The PTRA shall have the capability for intake staff to update data on existing cases.	Yes	
	PTRA shall allow entry of information gathered during assessment phase, and provide for interactive administration, calculation, and retention of offender assessment instrument.	Yes	
	PTRA shall allow for chronological entry of notes by date, time, and author with coding capability as to type of note(s).	Yes	
	PTRA shall allow entry, maintenance, and retention of multiple person data group names (i.e., pretrial officers, judges, defense attorneys, victims, co-defendants).	Yes	
	PTRA shall allow the computation and entry of probation term and expiration date of probation.	Yes	
	PTRA shall allow users simultaneous access to separate cases and person data groups in all parts of the application for, potentially, all related person data groups, case, and financial information and with the inquiry and report generation capabilities for more varied displays and reports.	Yes	
	PTRA shall update each arrest record with release date and type either electronically through JMS interface or allow manual input.	Yes	Assuming a willing partner, Data may be received.
	PTRA shall maintain table of release types and record release type for data analytics - court cap, bail, detention only (no complaint filed), jail OR [own recognizance], Pretrial OR).	Yes	
	PTRA shall allow for use of booking number for case number until court case number is assigned. Update case number from court CMS interface, allow for manual update if needed.	Yes	Assuming a willing partner, Data may be received.
	PTRA shall allow for customized local case number configuration.	Yes	
3	Risk Assessment		
	Subject to the terms and conditions of Section 5 (“Congifuration”) of Exhibit 3 (General Terms and Conditions), the PTRA has the ability to integrate in real-time with risk assessment tools (e.g., Public Safety Assessment (PSA), Virginia Pretrial Risk Assessment Instrument (VPRAI), VPRAA-R and Ohio Risk Assessment System (ORAS).	Yes	

	PTRA will have the ability to collect and present supplemental information collected during interview and/or other local business processes as required by local court.	Yes	
	PTRA user interface provides mechanism for navigating to the selected risk assessment tool or provides for automatic risk assessment using data gathered from interfaces (i.e., JMS, Probation Management System (PMS), CMS).	Yes	Assuming a willing partner, Data may be received.
	PTRA provides automated interviews and pretrial risk assessments.	Yes	
	PTRA provides mechanism to add new risk assessment record.	Yes	
	PTRA provides mechanism to save new risk assessment record.	Yes	
	PTRA provides mechanism to retain all previous records.	Yes	
	Every Risk Assessment date is saved and stored for historical reference and reporting.	Yes	
	PTRA shall provide a mechanism to delete a risk assessment record. It is recommended that this permission be granted only for specified user groups.	Yes	
	PTRA shall have capabilities to configure multiple risk assessment tools in a graphical user interface.	Yes	
	PTRA shall allow multiple assessments and reassessments per client and these historical assessments shall be clearly visible to the user on a client's record.	Yes	
	PTRA may allow for a side by side comparison of the current and previous assessments through a graphical display of these comparisons, which is preferred to a simple textual layout.	Yes	
	PTRA shall support automated triggers for reviewing a client's assessment to determine if it should be modified. These triggers include but are not limited to: date of last assessment, new Identification information, new charges, referral information.	Yes	
	PTRA shall have a trigger or electronic notification of the future assessment dates that shall be predefined based on monitoring and risk levels scheduled at set interval times. Each level of monitoring shall require a different length of time between assessments and this shall be customizable.	Yes	
	PTRA shall allow configurable supervisor approval by type of assessment and unit prior to completion of each assessment, if required at local level.	Yes	
	All completed assessments shall be part of a workflow or queue process to allow for rapid response from review staff.	Yes	

	PTRA shall allow a supervisor to alter risk level and monitoring required for overrides.	Yes	
	Allow capability for entry of pretrial release recommendations and conditions.	Yes	
	The PTRAs shall provide the ability to record results of release recommendations and conditions.	Yes	
	PTRA allows for locally configurable, Agency-defined "Keep/Release" Decision Matrix.	Yes	
	allow for the maintenance of information gathered during assessment phase, and provide for interactive administration, calculation, and retention of offender assessment instrument.	Yes	
	The assessment record shall contain the pre-approved override codes determined by Probation, along with a corresponding textual description.	Yes	
	Allow for chronological entry of notes by date, time, and author with coding capability as to type of note(s).	Yes	
	Once completed, the risk assessment and recommendation or pretrial report shall be submitted to the Judicial Officer module for review.	Yes	
	The PTRAs shall have the ability to create risk assessment and recommendation/pretrial report document (pdf).	Yes	
4	Electronic Review		
	PTRA shall notify assigned judicial officer(s) via text and/or email. When completed risk assessment is ready for review.	Yes	
	The PTRAs shall have the ability to access and complete process via computer or mobile device (smartphone, tablet).	Yes	
	Allow judicial officer to view risk assessment and recommendation/pretrial report regarding release and monitoring recommendations if any.	Yes	
	Allow judicial officer to add, edit, delete or otherwise modify orders regarding release, monitoring conditions or detention.	Yes	
	Create Judicial Order document with electronic signature.	Yes	
	Allow preview of order before finalization.	Yes	

	PTRA will send completed order and PTR to jail, probation, court CMS, DA and Public defender systems as required.	Yes	Assuming a willing partner, Data may be sent.
	In lieu of interface, application will email completed report to designated configurable agencies as needed.	Yes	
	PTRA has ability to send risk assessment report date, time and document to court CMS.	Yes	Assuming a willing partner, Data may be sent.
5	Monitoring/Supervised OR		
	Receive terms and conditions of Monitoring/Supervised OR from judicial order module.	Yes	Assuming a willing partner, Data may be received.
	Record judicial order (grant/deny).	Yes	
	Record terms and conditions of Monitoring/Supervised OR (as ordered).	Yes	
	Send order and release information/conditions to Jail Management System (JMS).	Yes	Assuming a willing partner, Data may be sent.
	Receive and record release date and time from JMS.	Yes	Assuming a willing partner, Data may be received.
	Receive and record court hearing date, time, department and hearing type from JMS/CMS.	Yes	Assuming a willing partner, Data may be received.
	Maintain hearing table w/ initial hearing rec'd from jail, and future hearings, continuance, and hearing results from court CMS.	Yes	Assuming a willing partner, Data may be received.
	Update hearing table with hearing status for those hearings held, vacated, reset or otherwise resolved.	Yes	
	The PTRA shall have the ability to send text message reminders on all upcoming hearing dates. Number, frequency and schedule of reminders should be locally configurable.	Yes	
	The PTRA shall provide the ability to correct or change current case information.	Yes	
	PTRA shall permit single data entry to change information in multiple cases.	Yes	
	PTRA shall permit assignment of related cases, as designated by user, to same pretrial officer and group together on schedule (e.g., consecutive interviews for the same date).	Yes	

The PTRA shall provide the ability to reassign individual or group of cases from one pretrial officer to another as a single case (e.g., pretrial officer retires, relocates, or changes job duties).	Yes	
PTRA shall allow for maintenance and retention of multiple current and historical addresses, with beginning and ending dates.	Yes	
The PTRA shall provide the ability to maintain multiple dates per task as required by locally defined format and procedures (e.g., assigned, due, completed, approved).	Yes	
PTRA shall maintain transaction history of all changes including identification of approving supervisor.	Yes	
PTRA shall create case note entry for electronic documents generated by PTRA (e.g., notices, warrants, orders).	Yes	
PTRA shall allow for automatic notification of changes in case and offender status.	Yes	
The PTRA shall provide the ability to create notification of activities or changes in case (e.g., notify pretrial officer of noteworthy activity in case).	Yes	
The PTRA shall provide the ability to create, activate, and deactivate case warning functions and notices (e.g., sealed cases, expunged records, warrants).	Yes	
PTRA shall allow supervisor override (e.g., add, change, delete) of case maintenance functions.	Yes	
PTRA shall allow input of first appearance after release, either from JMS, judicial order or court CMS as applicable.	Yes	
PTRA shall send all defendant, risk assessment, and order information to Probation system for monitoring/supervised OR purposes if required.	Yes	Assuming a willing partner, Data may be sent.
PTRA shall record all Probation Data Elements required as listed in Attachment #1.	Yes	
The PTRA shall provide the ability to record referrals for services and programs (e.g., counseling, treatment, education, employment).	Yes	
PTRA shall allow for maintenance of case information and document production on demand for monitoring/supervised OR activities (e.g., routine reports such as revocation of pretrial release, compliance with court orders).	Yes	
PTRA shall distribute monitoring/supervised OR documents electronically to other agencies (e.g., courts, court support agencies, CJ agencies, and Non-CJ agencies) in accordance with federal, state, and local statutes, rules, or procedures.	Yes	Assuming a willing partner, Data may be sent.

	PTRA shall allowing view of all cases and conditions for each defendant or offender.	Yes	
	PTRA shall provide the ability to track progress, compliance, and completion on referrals for services and programs (e.g., counseling, treatment, education, employment).	Yes	
	The PTRAs shall provide the ability to track substance abuse testing (e.g., drug, alcohol) and results of those tests.	Yes	
	The PTRAs shall provide the ability to document and track work actions performed by staff.	Yes	
	The PTRAs shall provide the ability to automatically close a case based on business rules in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
	The PTRAs shall provide the ability to record reason for case closure (e.g., court ordered compliance, provisional compliance, dismissal, death, transfer to another jurisdiction).	Yes	
	The PTRAs shall provide the ability to prevent case from being closed (e.g. probation requirements not met, failed drug or urinalysis tests, outstanding warrants, unpaid fines) with user override capability.	Yes	
	The PTRAs shall provide the ability to close case (e.g., change status to closed; update all related record-keeping functions; generate required forms, notices, reports for that case).	Yes	
	PTRA shall provide a facility for reopening previously closed cases retaining previous case closure and current reopening information.	Yes	
	The PTRAs shall have the ability to track incidents and violations of terms and conditions of pretrial release	Yes	
	PTRA shall track Court conditions, Reporting conditions and Drug Testing Calendar;	Yes	
	PTRA shall track State/Local Criminal Statutes;	Yes	
	PTRA shall track complete Case Note and Chronological Event visibility	Yes	
	PTRA shall track office, home, telephone and Kiosk reporting.	Yes	
	PTRA shall include automated SMS Text and/or Telephone Reminders for all scheduled Court Appearances and Scheduled Reports	Yes	
	PTRA shall include SMS Text Notifications for all FTRs/FTAs;	Yes	
	PTRA shall include SMS Text Chat for non-invasive communications with defendants;	No	Outgoing messages may be sent, but currently, incoming messages are not received.

	PTRA shall include customizable analysis dashboard for key performance measurements and reporting;	Yes	
	PTRA shall include standardized metrics for tracking key agency Performance and Outcome measurements;	Yes	
	The PTRA shall have the ability to create incident report, Affidavit in Support or Request for Violation of PT Release form, Proposed Order Revoking. Pretrial Release and/or Request for Warrant forms	Yes	
	The PTRA shall have the ability to transmit failure message, report and forms to the court CMS.	Yes	Assuming a willing partner, Data may be sent.
6	Document Management		
	The PTRA shall provide the ability to create and maintain a file of templates, including text and negotiated data field identifiers.	Yes	
	PTRA shall allow users to create and maintain files of standard (boilerplate) text, including entire paragraphs, and use files to create documents by inserting this standardized text into templates and create other documents consisting of only the standardized text (e.g., brief progress reports, some types of notices).	Yes	
	The PTRA shall provide the ability to reproduce original documents as they appeared with the original data.	Yes	
	PTRA shall provide transaction history or document tracking as appropriate or as required by federal, state, and local statutes, rules, or procedures for documents sent manually or electronically.	Yes	
	PTRA shall generate and print documents individually or in scheduled batches.	Yes	
	PTRA shall distribute documents electronically in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
	The PTRA shall have the ability to affix electronic signatures to documents.	Yes	
	The PTRA shall have the ability to upload, scan, attach documents, photos to case (inline process).	Yes	
	The PTRA shall have the ability to add comments, notes, etc. to documents.	Yes	
	Add metadata and tags to documents.	Yes	
	The PTRA shall have the ability to search by metadata and tags.	Yes	
7	Interfaces Data Exchange		

	PTRA receives new arrest/release information daily from Jail Management System (JMS) , if not multiple times per day, as required by local configuration.	Yes	Assuming a willing partner, Data may be received.
	PTRA receives person, case, release and monitoring data from Probation Management system (PMS) daily. Also has ability to send/receive compliance, non-compliance and completion/termination information, if required.	Yes	Assuming a willing partner, Data may be received.
	PTRA sends the Pretrial Report with Risk Assessment Information (data and pdf), recommendations for release and conditions of release, Judicial Order (data/pdf), violation of PTOR/Condition reports, requests for warrants and other information to the court CMS in real time or as designated by local court; and also FTA info and pending case info upon initiation, case updates and court hearing information from court CMS.	Yes	Assuming a willing partner, Data may be sent and received.
	PTRA sends Department of Justice (DOJ) CII identifying info to DOJ and receives data for auto priors check/ new arrest information.	Yes	
	PTRA sends all required data to the Judicial Council (JCC) Data Repository as required and described in tab 2.	Yes	
8	Security		
	PTRA shall allow access based on authorizations defined, maintained, and controlled by users with administration privileges (e.g., probation monitoring/supervised OR function determines access levels for individual staff).	Yes	
	The PTRA shall provide the ability to restrict to local and remote/internet access to certain cases, classifications of cases, and parts of cases (e.g., access to sealed cases, victim identification) by specific PTRA functions, users, and groups of users in accordance with rules, statutes, or court orders (includes active, inactive, and archived cases). Must have correct authorization, roles (i.e., Role-based access control [RBAC]).	Yes	
	Remote/internet access must support multi-factor authentication.	Yes	
	PTRA shall provide audit trails and reports that show which users and workstation locations logged on to PTRA during specified period.	Yes	
	PTRA shall maintain and produce audit trail and reports of file additions, modifications, deletions, and rejected transactions.	Yes	

	PTRA must enforce configurable password complexity.	Yes	
	PTRA shall allow separate security options for creation and maintenance of pretrial officers' notes for privileged viewing only in accordance with federal, state, and local statutes, rules, and procedures.	Yes	
	The PTRAs shall provide the ability for user to designate confidential information such as pretrial officers' notes and victim and witness information in notices and other documents.	Yes	
	The PTRAs shall have the ability to redact user-designated confidential information in reports and schedules.	Yes	
	Integrity		
	PTRA shall provide on-screen prompts, tutorials, and help screens to assist users in the entry of correct information codes.	Yes	
	PTRA shall perform locally defined edit and data validation checks such as content of each individual data field (e.g., proper format for a date) and relationship of data field to other data.	Yes	
	File Archival, Retrieval, and Destruction		
	PTRA shall identify cases to be archived and later destroyed in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
	PTRA shall identify cases to be retained permanently in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
	PTRA shall retain information from inactive, archived, destroyed, or purged cases as needed for related cases that remain active and to retain summary information based on federal, state, and local statutes, rules, or procedures (e.g., indexes) on active or inactive files.	Yes	
	PTRA shall produce reports showing cases that will be or have been archived, stored, sealed, or expunged.	Yes	
	Contractor hosted/SaaS platforms must be hosted on or certified for CJIS, HIPAA & FedRAMP-compliance (e.g., Microsoft Azure Government's Cloud, AWS Gov. Cloud or similar).	Yes	
	The PTRAs shall provide the ability to seal or expunge files when ordered by the court.	Yes	
9	Systems Requirements		
	General Requirements		

The PTRA shall have the ability to support the use of special characters throughout the application.	Yes	
PTRA provides short cut keys to assist in navigation.	Yes	
The PTRA shall have the ability to use "type ahead" features to assist with ease of data entry.	Yes	
The PTRA shall have the ability to configure multiple county locations, buildings, divisions, departments and offices.	Yes	
The PTRA shall have the ability to configure multiple addresses and phone numbers for the various locations, buildings, divisions, departments and offices.	Yes	
The PTRA shall have the ability to configure varying business rules for the various locations, buildings, divisions, departments and offices.	Yes	
The PTRA shall have the ability to assign staff to one or more locations with ability to create, read, update or delete information any case in any location using a single sign on to the PTRA , in conformance with the users security roles/access.	Yes	
The PTRA shall have the ability to visually alert user to various special circumstances that may exist on a case, by use of an Icon or similar function.	Yes	
PTRA shall provide error, warning or validation messages to the users in a format easily understood by the user.	Yes	
When entering data that retrieves data from a reference table retrieve the values sorted alphabetically unless explicitly stated otherwise.	Yes	
The PTRA shall have the ability to assign a DMV court code and ORI code to county locations./buildings.	Yes	
The PTRA shall have the ability to retain history of all configuration or reference tables with effective begin and end dates.	Yes	
The PTRA shall have the ability to configure or update tables prior to the effective date of the entry.	Yes	
PTRA shall provide a fully-functioning "On Line" help process.	Yes	
PTRA shall be fully compliant to judicial branch framework where applicable to the PTRA (audit requirement).	Yes	
PTRA shall maintain a case activity log that tracks specific configurable tasks, milestones, and events.	Yes	

	The PTRA shall have the ability to filter case activity log, print the case history log, and when you hover your mouse over the entry you can see who made the entry, date and time (audit trail info).	Yes	
	PTRA shall allow for informal notes/comments to be added to cases.	Yes	
	PTRA allows for configurable work flow, with tasks and dependencies; prompts users for incomplete work flows.	Yes	
	PTRA allows for configurable clocks/ticklers to prompt user when action is due.	Yes	
	PTRA shall include comprehensive Document Management, including pre-populated Recommendation/Pretrial Report Documentation	Yes	
10	Search Functions		
	PTRA provides ability to perform searches for persons.	Yes	
	PTRA provides ability to perform searches for persons/entities using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
	PTRA provides ability to perform searches for persons/entities using identifiers, such as CII, DOB, drivers license number, bar number, social security number, address, phone number etc. in combination with names or by themselves.	Yes	
	PTRA provides ability to perform searches for cases.	Yes	
	PTRA provides ability to perform searches for cases using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
	PTRA provides ability to perform searches for cases using identifiers, such as drivers license number, bar number, social security number, receipt numbers, address, phone number etc. in combination with names or by themselves.	Yes	
	PTRA provides ability to search for cases using cases numbers, including numbers in old "legacy systems" formats.	Yes	
	PTRA provides ability to search results should provide the user with sufficient information for the user to select the appropriate search result item.	Yes	
	Ability to sort and/or filter search results.	Yes	
	PTRA retains search results in cases where the user needs to select an alternate result in those cases where there are multiple likely results. This allows the user to continue with their process without having to initiate a duplicate search.	Yes	

	The PTRA shall have the ability to search in a rapid manner, no matter how many search results are returned. Search results are often in the hundreds or thousands, and a quick and logical method of displaying these results is required.	Yes	
11	Administration		
	PTRA shall maintain audit trail, user entry date, time of add/change/update/delete, etc.	Yes	
	PTRA shall provide audit trail of all additions, modifications, deletions to any data or documents made in the PTRA , including the name of the person making the entry and the date and time it was made.	Yes	
	PTRA shall provide audit trail of all searches and case access for all cases and persons in the PTRA , including the name of the person performing the search and the date and time it was made.	Yes	
	The PTRA shall have the ability to view audit trail information.	Yes	
	The PTRA shall have the ability to produce reports based on audit trail information.	Yes	
	PTRA shall have the ability to schedule batch jobs and to specify the dependency level of the relationships to other batch jobs, the interval between attempted runs of the batch job, the number of times the PTRA will attempt to run the batch job (when the batch job fails due to the parent batch job not having run), the time at which the PTRA will stop attempting to run the batch job, the date on which the batch job dependency will be active, and the date on which the batch job dependency will become inactive.	Yes	
	The PTRA shall have the ability to view, edit, or establish batch job dependencies. Through the use of these screens, the user can view, edit, and establish parent-child relationships between batch jobs in order to ensure that specified batch jobs will not run if their parent batch job has not run.	Yes	
	The PTRA shall have the ability to monitor the status of batch jobs, and to rerun or reschedule batch jobs as required.	Yes	
	The PTRA shall have the ability of the PTRA to notify admin user when the status of any batch job changes (e.g. completes, fails, etc.).	Yes	
	The PTRA shall have the ability to configure printers (network, local) for specific uses within the PTRA (e.g. all reports are routed to a specific printer, all batch printing jobs are routed to a specific network printer, etc.).	Yes	

	The PTRA shall have the ability to specify how printing is handled for each form/notice (e.g., local, batch, deferred).	Yes	
	The PTRA shall have the ability t to view and monitor the status of all PTRA components and connections at-a-glance.	Yes	
	The PTRA shall have the ability to customize and configure the PTRA user interface based upon user requirements.	Yes	
	The PTRA shall have the ability to define or configure county specific data integration.	Yes	
	The PTRA shall have the ability to create, read, update and delete all reference tables used in the PTRA .	Yes	
	The PTRA shall have the ability to enter effective begin date and end date for reference tables.	Yes	
	The PTRA shall have the ability to have multiple versions of the same table value with various effective date ranges.	Yes	
	The PTRA shall have the ability to create relationships between reference tables to ensure that data dependencies are established.	Yes	
	The PTRA shall have the ability to "bulk load" data into reference tables, such as upload annual changes to bail schedule, or fee table etc.	Yes	
12	Security Management		
	Security/User Administration		
	PTRA shall provide a comprehensive security framework.	Yes	
	The PTRA shall have the ability to assign security to data at the case level or the data element level.	Yes	
	The PTRA shall have the ability to assign security to documents at the case or the individual document level.	Yes	
	The PTRA shall have the ability for the user to assign/update the security access to cases and/or documents.	Yes	
	The PTRA shall have the ability to easily enter/update users within the PTRA .	Yes	
	The PTRA shall have the ability to assign users security based on their role or roles, (e.g. intake clerks, pretrial assessment officer, probation officer, supervisor, may be specific roles that are assigned). Users may have multiple roles within the PTRA .	Yes	

	The PTRA shall have the ability to assign security based on a set of standard templates, that allow for ease of use and re-use.	Yes	
	The PTRA shall have the ability for user to update their own password at any time.	Yes	
	The PTRA shall have the ability to require users to update their passwords at specific time intervals.	Yes	
	The PTRA shall have the ability to add security to specific user disallowing access to specific case number(s) or case data and notify PTRA admin of attempts to breach security via alert/report/work queue, etc.	Yes	

Table B Required data elements

Pretrial Program Data Elements Inventory			
Court Case Related Elements			
Essential Elements for Data Analysis	Definition	Required/Preferred/Optional	Yes/No
Court_Case_ID	Court Case Identification Number Used to Match Cases <i>(i.e., case number, docket number, court case)</i>		Yes
Secondary_Identification	One Additional Unique ID Match from the Technical Elements Below Including: <i>Name, Local_ID, FBI, CII, or CDL_ID</i>		Yes
Hearing_FTA	Did Defendant Miss Court Appearance? <i>(e.g., yes, no, 1, 0)</i>		Yes
FTA_Dates	Dates of hearings missed by defendant		Yes
FTA_Bench_Warrant	Bench Warrant Issued, excluding stayed orders <i>(e.g., yes, no, 1, 0)</i>		Yes
Warrant_Date	Date Bench Warrant Issued		Yes
Disposition_Outcome	Disposition Result for Each Charge <i>(e.g., dismissal, charge dropped, pled nolo contendere, guilty, not guilty)</i>		Yes
Disposition_Event_Date_Time	Disposition Event Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Final_Case_Disposition_Date	Date of Final Case Disposition		Yes

Sentence_Type	Sentencing Result for Each Charge <i>(e.g., CDCR, jail, jail and probation, probation, other)</i>		Yes
Sentence_Date_Time	Sentence Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Technical Elements for Data Linking	Definition		
CII	Defendant's Criminal Identification and Information Number <i>(if collected)</i>		Yes
FBI	Defender's FBI Number <i>(if collected)</i>		Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID		Yes
CDL_ID	California Driver's License Number/California ID Number		Yes
Name	First and last names		Yes
DOB	Defendant's Date of Birth <i>MMDDYYYY</i>		Yes
Sex	Defendant's Sex		Yes
Race	Defendant's Race and/or Ethnicity		Yes
Arrest_Date_and_Time	Arrest date and time <i>(if collected)</i>		Yes
Booking_Number	Booking Number <i>(if collected)</i>		Yes
	<i>(if collected)</i>		

Supplementary Elements for Data Analysis	Definition		
File_Date_Time	File Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Case_Status	Status of Case <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Case_Status_Date	Case Status Date <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Filing_Charge	Charge Code and Code Section (Note: If this data is held as two fields, please include Charge_Code and Charge_Statute Variables) <i>ChargeCode.CodeSection</i>		Yes
Charge_Level	Type of Charge <i>(e.g., misdemeanor, felony, violation)</i>		Yes
Charge_Description	Description of Charge <i>(i.e., character string description)</i>		Yes
Hearing_Type	Hearing Type, excluding En Camera and Ex Parte <i>(e.g., arraignment, trial)</i>		Yes
Hearing_Date_Time	Hearing Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Plea_Type	Plea Status for Each Charge <i>(e.g., pled nolo contendere, guilty, not guilty)</i>		Yes
Plea_Date_Time	Plea Date for Each Charge (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes
Sentence_Location	Place to Carry Out Sentence <i>(e.g. LA County Jail, CDCR)</i>		Yes
Sentence_Term	Length of Sentence <i>(e.g., 105 days)</i>		Yes
Date_Risk_Assessment_Report	Date Risk Assessment Report Filed with the Court <i>YYYY-MM-DD HH:MM:SS Zone</i>		Yes

Probation, Pretrial and Risk Assessment Related Data Elements

Essential Elements for Data Analysis	Definition		
Tool_Name	Pretrial tool being used		Yes
		Required	
Assessment_Date_Time	Assessment Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>	Required	Yes
Client_Zip_Code	Zip Code of Pretrial Program Participant	Required	Yes
Tool_Responses	Responses to tool questions based on tool used <i>Based on specific tool in use.</i>	Required	Yes
Score(s)	Score <i>(e.g. high, 9, enhanced, etc.)</i>	Required	Yes
Release_Recommendation	Recommendation for pretrial release type <i>OR, Detain, OR-Conditions</i>	Required	Yes
Release_Authorization	Who authorized pretrial release? <i>Sheriff, magistrate, pre-trial services, judge</i>	Required	Yes
Release_Type	Type of pretrial release <i>OR, Detain, OR-Conditions</i>	Required	Yes
Release_Date_Time	Pretrial Release Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>	Required	Yes
Pretrial_Terms_and_Conditions	Pretrial Monitoring Terms and Conditions <i>(e.g. ankle monitor, phone call check-ins, etc.)</i>	Required	Yes
Violation_of_PTR	Any violations of pretrial release Terms and Conditions <i>failed to call in, etc.</i>	Required	Yes
PTR_Violation_Date_Time	Condition Violation Date (and time if available) <i>YYYY-MM-DD HH:MM:SS Zone</i>	Required	Yes
Court_Date_Reminder	Client reminded of court date? <i>Yes, No</i>	Required	Yes
Other_Pretrial_Service	What service was offered to those released? <i>Bus Pass, Counseling Services, etc.</i>	Required	Yes
	Reason/Outcome of Pretrial Services Terminations	Required	Yes

Termination_Outcome	<i>sentenced, remand, charges dropped, etc.</i>		
	Pretrial Services Termination Date (and time if available)	Required	Yes
Termination_Date	YYYY-MM-DD HH:MM:SS Zone		
Technical Elements for Data Linking	Definition		
CII	Defendant's Criminal Identification and Information Number	Required	Yes
FBI	Defender's FBI Number (if collected)	Required	Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID	Required	Yes
CDL_ID	California Driver's License Number/California ID Number	Required	Yes
Name	First and last names	Required	Yes
DOB	Defendant's Date of Birth MMDDYYYY	Required	Yes
Sex	Defendant's Sex	Required	Yes
Race	Defendant's Race and/or Ethnicity	Required	Yes

Jail/Arrest/Release related data elements

Essential Elements for Data Analysis	Definition		
CII	Offender's Criminal Identification and Information Number		Yes
Name	First and last names		Yes
DOB	Offender's Date of Birth MMDDYYYY		Yes
Arrest_Date_and_Time	Arrest date and time YYYY-MM-DD HH:MM:SS Zone		Yes
Booking_Number	Booking Number		Yes
Booking_Date_Time	Booking Date (and time if available) YYYY-MM-DD HH:MM:SS Zone		Yes
Booking_Type	Type of Jail Booking (i.e., on view, street, warrant, commitment, probation violation)		Yes
Court_Case_ID	Court Case Identification Numbers for all associated cases.		Yes
Charge	Booking Charge Code and Code Section (Note: If data is held as two fields, please include Charge_Code and Charge_Section Variables)		Yes

Charge_Level	Type of Charge (e.g., misdemeanor, felony, violation)		Yes
Physical_Release_Date	Release Date From Custody (and time if available) YYYY-MM-DD HH:MM:SS Zone		Yes
Physical_Release_Type	<i>Type of Release (e.g. time served, bail, OR, cite and release, transferred, pretrial supervision, probation, detention only, etc.)</i>		Yes
Technical Elements for Data Linking	Definition		
CII	Defendant's Criminal Identification and Information Number		Yes
FBI	Defender's FBI Number		Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID		Yes
CDL_ID	California Driver's License Number/California ID Number		Yes
Name	First and last names		Yes
DOB	Defendant's Date of Birth		Yes
Sex	Defendant's Sex		Yes
Race	Defendant's Race and/or Ethnicity		Yes
Supplementary Elements for Data Analysis	Definition		
Bail_Amount	Bail Amount by Charge (if available)		Yes
Conviction_Date	Conviction Date (and time if available)		Yes
Conviction_Charge	Conviction Charge Code and Code Section (Note: If this data is held as two fields, please include Conviction_Code and Conviction_Section Variables)		Yes
Employment_Status	Offender's Employment Status (if collected)		Yes

Table C Technical Requirements

#	Category	Requirements	Response/Description
1	AUTOMATION & INTEGRATION	All modules of the PTRA, whether provided in a single software product or components from multiple Proposers, must be fully integrated and operate as if they are one system. Systems supporting case management functions, such as risk assessment, electronic review, content management, imaging solutions, etc. are to be fully integrated. For example, all duplicate data entry should ideally be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture.	Case management, Risk Assessments, the Risk Assessment Builder Tool, scanning, imaging and document management is all included in the PTRA .
		Describe how the PTRA meets the component integration requirements for a single integrated pretrial system. Also, describe how your system integration complies with industry standards.	All components are included in the PTRA . We have incorporated some 3rd party libraries that are embedded in the use of the system.
1.1	Application Programming Interface (API)	The PTRA must provide an application programming interface (API). The Contractor shall describe the API, including functional scope, libraries, standards, protocol(s), supported language(s), any dependencies the API has on internal or external components and any corresponding documentation for the API.	The API is included and will be used for writing the interfaces. Please see our interface documentation for more information.
		The Contractor shall describe the solution's capability to consume APIs hosted by external parties including governmental and non-governmental agencies.	We may program consumption of external API information using our internal tools.
1.2	Superior Court Interfaces		
1.2.1	API Maturity	The Contractor shall provide a description of existing application interfaces and/or automation currently being used with the PTRA.	We have written hundreds of interfaces to and from external sources. Each is unique.

1.2.2	Justice Partner Interfaces	The solution must be capable of sharing and exchanging electronic information with other members of the justice community and with key local, state and national information systems. The Contractor shall describe Justice Partner interfaces, including design, requirements, security and implementation methodology. The Contractor shall list the names and locations of courts or counties currently using this solution to provide interfaces to and/or from external justice partners. The Contractor shall also list the standards and formats used for these exchanges.	We follow our standard interface approach as provided in our documentation. Please see that for details on our standard approach.
1.2.3	Available API's	The Contractor shall describe available API's or automation not already covered in the above sections.	All data elements in eSupervision are available to the API.
1.3	Web Services	Contractor should provide a catalog of available Web Services, as well as sample documentation and schemas associated with available web services.	Please see our interface documentation.
1.3.1.	REST	The Contractor shall describe the PTRAs support for REST.	Please see our interface documentation.
1.3.2.	SOAP	The Contractor shall describe the PTRAs support for SOAP.	Please see our interface documentation.
1.4	Enterprise Content Management (ECM) Integration	The PTRAs should provide or be designed to accommodate enterprise content management (ECM) integration. At the very minimum, it must provide support for document management. The Contractor shall describe the proposed product's ECM integration features including but not limited to: imaging, document management, work-flow, dashboards & portals. If applicable, the description should also encompass topics such as document life-cycle management, annotation, confidential documents, e-signatures, bar code recognition. Also, describe how document storage is compliant with National Institute of Standards and Technology (NIST) Special Publication 800-53.	Document management is included in the application. Document template generation, annotation, e-signatures, notes and security are included functionality.

1.4.1	Document Management System Integration	The Contractor shall describe the solution's level of integration & support for 3rd party document management systems. Include, but do not limit, response to the following document management systems:	We may interface with external systems, if needed, but currently have customers using our internal document management tool with great success.
		· EMC Documentum	
		· IBM FileNet P8 and IBM FileNet Image Services	
		· Microsoft SharePoint	
		· Laserfiche.	
		· ImageSoft	
1.4.2	Image Capture System Integration	The Contractor shall describe the solution's level of integration & support for the following 3rd party imaging solutions. Include, but do not limit, response to the following systems:	Photos may be taken directly into eSupervision using a camera compatible with HTML 5 GetUserMedia.
		· EMC Captiva	
		· ImageSource ILINX	
		· Kofax Capture	
		· IBM Capture	
		· IBM DataCap	
1.5	Work-Flow Integration		
	Role-based Work-Flow	The Contractor shall describe the PTRAs ability to automate role-based work-flows from configurable business rules with multiple parameters, and describe its ability to distribute the data to other processes, email, queues, views, notifications, data sources and external applications. Also, describe how the work flow engine manages and resolves task activity dependencies, rejected tasks and prioritization of tasks.	Role-based workflows are configurable and can be tied to virtually any data element or flow. We have a built-in workflow engine which routes all tasks as necessary.

	Time Standards, Ticklers & Notifications	The Contractor shall describe how the PTRR notifies users of time standards and ticklers	Notifications and time standards are configurable and can be fired on most data elements and conditions.
	Job Scheduling	1. The Contractor shall describe whether the job scheduler supports prioritization.	The business rule engine is constantly ready and will fire off when certain criteria are met. It happens as-needed.
		2. The Contractor shall describe the flexibility and granularity of scheduler configuration for recurring events.	Recurring events may be scheduled much like they are in Outlook. Day of the week, frequency, duration are all included in the scheduling tool.
		3. Is the scheduler capable of ignoring blocked off calendar days such as court configured holidays? If so, do the blocked off days have to be configured separately in the scheduler or can they be pulled from the CMS court calendar configuration?	Yes, events may be scheduled to override if necessary. Interfaces with CMS court calendars can be written.
		4. Describe the scope of the job scheduler. For example, what types of objects, entities or tasks can be scheduled?	Events can be scheduled. Outside of that, time standards and business rules may be written to automatically generate specific items and entities.
		5. Will the scheduler/system provide alerts during performance impacts, during working and non-working hours?	If hosted, our hosted facility actively monitors the hardware being used and will alert us to any abnormalities.
		6. Describe if the Job Scheduler has the ability to define job dependencies and how it resolves/notifies when a job dependency fails.	The business rule engine runs for the rules as they are configured. We configure the rules to be very linear in design.
		7. Describe the types of alerts that the Job Scheduler supports.	Alerts may be configured for about any condition.

1.7	Dashboard Integration & Business Intelligence	<p>The solution should include a comprehensive business intelligence tool for the collection, retrieval, organization, presentation, and analysis of case data and statistics. The tool should include a dashboard feature that can display aggregate case statistics and/or specific case status data including approaching deadlines for case documents and filings. The dashboard should ideally be configurable based on operational role, such as an intake/assessment officer, assigned supervision officer, operations manager or judge. The Contractor shall describe the business intelligence capability included with the PTRA, how data is collected and how it will be used to meet specifications, include the extent to which any screens or displays are individually configurable. Is Business Intelligence and dashboard included as part of the core product?</p>	<p>Built-in search tools may be incorporated into dashboards. Searches may be saved and embedded in the screen so that each user can have a unique statistical breakdown of what they want to see. Functionality and access may be defined by user roles. Screens are configurable and may be modified according to the SOW.</p>
1.8	Web Portal Integration	<p>The Contractor shall describe and define the PTRA's Web Portal and the support for Web portal integration.</p>	<p>eSupervision has a web portal that can interact securely with system data and system screens. External users may access information via the web portal.</p>
		<ul style="list-style-type: none"> · Define the solution's Architecture of the Web Portal, i.e. is it integrated with the application or a separate stand-alone solution. If the Web Portal is integrated with the application, what security protocols are in place to ensure data security? 	<p>Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.</p>
		<ul style="list-style-type: none"> · Does the PTRA integrate with court developed Web services? 	<p>Integration may be written.</p>
		<ul style="list-style-type: none"> · Describe the solution's ability to support distributed user administration of portal user accounts, including public accounts and justice partner account administration. 	<p>Portal access may be given to external agency users, pretrial clients and service providers.</p>
		<ul style="list-style-type: none"> · Describe how and to what extent the solution complies with United States Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0. 	<p>We follow the guidelines outlined in Section 508 and WCAG 2.0.</p>
1.9	Support of NIEM Standards	<p>Describe the extent your solution already incorporates NIEM standards or your ability to do so as part of the implementation. If your PTRA is</p>	<p>NIEM standards may apply to any of the interfaces we write.</p>

		not currently in full compliance with NIEM standards, describe your plans to provide compliance.	
1.10	Information Exchange Packages (IEP)	Provide a list of the IEPs which are incorporated into your PTRA.	
1.11	Pre-Established Integration	List and describe any pre-established integrations between the PTRA and commercial software, such as Microsoft Outlook. Describe how the integration is designed to be used within the solution, as well as versions of the commercial software.	eSupervision integrates with Exchange to push events to an Outlook Calendar. Documents may also be saved directly to eSupervision with Word integration.
2	PRODUCT SCALABILITY AND PERFORMANCE	The Courts/counties require a solution that meets and enhances operations. The solution must be aligned with industry standards, be highly reliable for daily operations, and designed to protect against catastrophic failures. The system must be scalable to accommodate an increase in data, documents and the number of internal and external end-users without noticeable degradation to performance. The Contractor shall respond to the following sections:	
2.1	Load Scalability	Describe what mechanisms are built into the PTRA's architecture to allow it to easily expand and contract its resource pool to accommodate heavier or lighter loads.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
2.2	Functional Scalability	Describe how the PTRA will help minimize future level-of-effort required for enhancing or adding functionality. Describe how the PTRA will allow for integration with custom designed solutions via web services or alternative technologies.	Please see the included interface documentation.
2.3	Administrative Scalability	Describe how the PTRA would allow an increasing number of users to easily share a single distributed system.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
2.4	Geographic Scalability	Describe the PTRA's architectural considerations for maintaining performance when scaling to distributed geographic locations. For example, if the solution were to be hosted by a court to serve users in a different geographical location. Provide examples of how systems have been deployed. Example should include how multi-instances are	If hosted in our world-class AWS environment, the solution may be accessed by distributed courts. If, required, a VPN tunnel may be established for the connections.

		deployed in different geographical locations; including integration points between multiple instances.	Most hosted and on premise customers choose to use a secure, certificate based https connection.
2.5	Performance	The system must be designed to meet performance demands that could include multiple, concurrent, intensive transactions, such as batch processing and large, resource intensive reports without noticeable performance degradation. Describe how the PTRA is designed to meet this requirement.	Our hardware and software recommendations take into consideration the need for intensive processing. We recommend utilizing tiers of resources and even isolating some of the necessary processes to resources designated for those tasks (such as a separate report server, if needed).
2.6	Scalability and Performance Use Cases	List the name and location of the smallest and the largest county currently running the PTRA. The Contractor shall describe how and who performs system/application tuning as system workload increases over time.	The City of Olympia Probation is the smallest organization using eSupervision. They run their system on premise and their local IT staff make changes as needed. eSupervision is built on the same framework as our alternate system, eCourt, which is being used by our largest customer, Los Angeles County. It is hosted on premise in Los Angeles and LA County staff make changes as needed.
3	PRODUCT SUPPORT MODEL	The Contractor shall describe and provide ongoing services in support of the products comprising the solution and its usage after implementation. These services include, but are not limited to:	
		· Warranties on software and deliverables;	Please see the included Support and Maintenance documentation.

		· Availability of a help desk to document and track incidents, problems, service requests; and coordination of Contractor resources to facilitate ticket resolution;	Please see the included Support and Maintenance documentation.
		· Provision of corrective maintenance via software updates and patches;	Please see the included Support and Maintenance documentation.
		· Software enhancements via version or release upgrades. Also include a copy of the standard support and maintenance agreement.	Please see the included Support and Maintenance documentation.
3.1	Organizational Structure	The Contractor shall address these items and respond to each of the following topics.	
3.1.1	Support Services	Submit an organizational chart depicting software and hardware support services. Include the number of employees and the number of contractors for each role. For contractors, either state that they are independent contractors or list the organization that they work for. Include charts for the following types of support:	Please see the included Support and Maintenance documentation.
		1. Support services for a locally hosted solution	Please see the included Support and Maintenance documentation.
		2. Support services for data centers hosting multiple countries	Customer data centers are supported under the same model as the on-premise deployment.
		3. Support services for Contractor-hosted solutions	Please see the included Hosted Solution documentation.
3.1.2	Software Development Services	Submit an organizational chart depicting software development and quality assurance. Include the number of employees and the number of contractors for each role. If contractors are used either indicate that they are independent contractors or list the organization(s) that they work for.	Please see the included Development documentation.
3.2	Scope of Coverage	Which of the PTRAs' internal and external components are covered by the support agreement? Describe the scope of coverage for each of the following areas:	
		1. Developer support	Support is provided according to our Support and Maintenance agreement. Development is the top

			tier of support and are involved in solutions as needed.
		2. Product enhancements	Product enhancements are released regularly.
		3. Software upgrades	Software upgrades include product enhancements and are released regularly.
		4. Technical assistance	Technical assistance is included in the support agreement.
		5. Bug fixes	Bug fixes are included in the software upgrades.
		6. Security patches	If hosted in our environment, security patches are included.
		7. Service requests	If additional services are requested, an associated statement of work and cost may be required.
		8. Other types of support	Please see the included Support and Maintenance documentation.
3.3	Support Levels, Service Availability and Responsiveness		
3.3.1	Help Desk Services	Describe your help desk services, including toll-free access, manned coverage hours (PST), and on-call availability to technical support staff. Identify available help desk option(s):	
		1. On-site support	Please see the included Support and Maintenance documentation.
		2. Telephone-based support	Please see the included Support and Maintenance documentation.
		3. E-mail-based support	Please see the included Support and Maintenance documentation.
		4. Online chat-base support	Please see the included Support and Maintenance documentation.

		5. Web-based support	Please see the included Support and Maintenance documentation.
		6. Other	Please see the included Support and Maintenance documentation.
3.3.2	Single Point of Contact	For solutions that involve multiple components or products from multiple Contractors it may be difficult for staff to determine in which system a problem occurs. Thus, a single point of contact to coordinate the identification and resolution of the problem is essential. Indicate whether or not the Help Desk will provide single point of contact services to the Court and list any constraints or limitations which may exist in order to facilitate this.	We require a system administrator(s) in the customer site to be the main point of contact for all system-related questions. If that administrator is unable to resolve the question, then they contact our Support Department for assistance.
3.3.3	Problem Resolution Responsiveness	Describe the approach for identifying the severity/priority level of reported incidents or service requests and the service level target or guaranteed response times for responding to and resolving reported problems and requests at each level. Additionally, describe your escalation process to ensure that items which become more critical are resolved properly and timely.	Please see the included Support and Maintenance documentation.
3.3.4	Knowledge Base and "Self Service" Help Capabilities	Describe the availability of an online knowledge base that can be accessed directly by users and technical staff to obtain answers to frequently asked questions (FAQs), research symptoms and identify resolutions to known issues. Describe all "Self Service" help capabilities and interactive services, such as an online forum where the users could exchange information with other customers.	Please see the included Support and Maintenance documentation.
3.4	Software Updates & Security Alerts	Describe how users are notified of security patches, bug fixes, new releases and product enhancements. Include frequency of releases, and length of time allowed on a past release for support services.	For JTI's Cloud Service hosted applications and their underlying components are patched automatically during a regular weekly service window. Service window is afterhours and is on the same day and time every week. For On-Premise installations the agency/court is provided with a WAR File and the update documentation. We

			<p>recommend that the agency installs and tests the update in a designated test environment prior to releasing into production. This can be done on the court/agency's schedule.</p>
3.4.1	Product Life Cycle	Describe software lifecycle. (How long the product is supported after release, how long will it be in extended support, and end of support before a new version upgrade.)	<p>Once a customer goes live the deployment cycle follows a "Support Release" schedule. These releases will take place twice a year, will include all features and bug fixes from the prior 6 months, and are intended to provide stable, feature-locked versions for our customers. If a customer upgrades to a later release of the same Support Release, they will be assured no configuration, behavior, or features have changed; the only changes are SLA-Critical bug fixes. Support Releases are feature locked from the date of their release. No additional features will be added and existing features will not be modified. They do not receive patching for non-critical bugs. Critical bugs will be patched back to Support Releases. Support Release occur every March and September and are supported for a period of 2 years.</p>

3.4.2	Product Development Life Cycle	Describe the product management process for new features and defect fixes. Also describe or provide examples of release managing and schedules.	eSupervision is managed by the product team. Many features result from a configuration change in the application and do not need a system upgrade in order to implement the feature. When a feature is put into the core framework, development plans, develops, tests and releases the new feature or bug fix in the form of a new version. The version is implemented in the customer test site for testing, then implemented in production when approved.
3.5	Warranty and Maintenance		
3.5.1	Warranty Services	Describe the warranty coverage, terms and duration provided for the software and deliverables provided pursuant to this RFP.	Because the license is leased, the system is always under warranty.
3.5.2	Maintenance Agreement	Describe the coverage, terms and duration of the maintenance and support agreement. Note that cost information for the maintenance and support agreement is not to be provided in this Technical Proposal.	Please see the included Support and Maintenance documentation.
3.5.3	Corrective Maintenance	Corrective maintenance deals with the repair of faults or defects found. Describe the process for classifying and resolving software defects reported by the Courts after the warranty period. How often will a Court be expected to implement a corrective maintenance release?	Please see the included Support and Maintenance documentation.
3.5.4	Adaptive Maintenance	Adaptive maintenance is required to adapt software to changes in the environment, such as from new releases of an operating system, or where changes to one integrated component affect another component. Describe the extent to which adaptive maintenance is included in the support model so that all core products continue to operate properly when any core product is modified due to an update	If hosted in our environment, the operating system of the application and database layers are covered by JTI. If deployed on premise, maintenance of these layers is in the hands of the customer.

		issued by the Contractor. How often will a Court be expected to implement an adaptive maintenance release?	
3.5.5	Support for Changes Caused by Legislative Mandates	Updates and modifications to the software are periodically needed to meet legislative mandates and statutory requirements. Describe the extent to which providing such updates is included in your support agreement or whether these are considered custom enhancements. What is the estimated development to deployment timeframe for legislative mandates?	Change is inevitable and will be different from customer to customer. Customer system administrators will be trained on how to make changes to the application according to the needs of the customer and the legislative mandates.
4	BUSINESS CONTINUITY		
4.1	Reliability and Availability	The PTRA must be highly reliable and available for daily operations, including a fault-tolerant architecture to protect against catastrophic failures. In the event of a system failure, the system should have the capability to recover quickly, minimize loss of data and limit impact on operations.	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
		Describe how the PTRA is designed to meet the reliability and availability requirements and protect against failures. Identify specific capabilities that will be in place to ensure that transactions such as data entry, or data exchanges are fault resistant and recoverable without loss of data.	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
4.2	Business Continuity Architecture	The Contractor shall provide any additional information not already covered that relates to the following topics, including recovery time objectives; both from a system-wide perspective as an information technology professional and from the perspective of an end-user inside a high-volume county:	
		1. Fault Tolerance	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.

		2. Fail-Over	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
		3. Hot Backups	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
		4. Disaster Recovery	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
		5. Point-in-Time Recovery	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
		6. Version Rollback (i.e. when something goes wrong with an upgrade, update or a patch)	If hosted in our environment, continuity is provided per our agreement. If on premise, the responsibility is on the customer.
5	PRODUCT MATURITY & CUSTOMER SATISFACTION		
5.1	Existing Deployments	The Contractor shall list of all agency names and locations that are currently using the PTR. Please separate list by California and non-California agencies.	San Mateo County Probation Department, CA, Solano County Probation Department, CA (go-live scheduled for April 2020) Milwaukee County Pretrial Services, WI, Salt Lake County Criminal Justice Services, UT
5.2	Customer Retention Ratio	The agencies shall score customer retention ratio based on the number of customer's planning to move off of Contractor's products vs. number that are remaining with or planning to transition to Contractor's products. Please provide your customer	100% Retention. No clients have moved, or plan to move off eSupervision.

		recommendations or trade publications regarding their solution? A Contractor's response to this item is optional.	
6	USER INTERFACE EVALUATION	The Contractor shall describe the user interface (UI) features that differentiate the PTRA from competitive solutions. The description should include, but not be limited to the following categories:	
		· Data entry efficiency and customizable data entry screens	Screens are setup to be intuitive and efficient. They may be modified to accommodate efficiency.
		· Efficiency of configuration screens	Configuration screens are easily structured and represent the order in which items are shown.
		· Mobile optimization and responsiveness	The framework is written to be responsive and usable on a mobile device.
		· Efficiency of movement between screens & functions	Movement is streamlined and intuitive.
		· Search and look-up efficiency	Searches are configured to find exactly what the user needs.
		· UI consistency across the suite of product components	The UI is consistent throughout the application.
		· Unobtrusive alerting and notification mechanisms	Notifications can be on-screen alerts, passive alerts and emails.
		· Intuitive screen, form and button layouts	Screens are intuitive and buttons are indicative of function.
		· Ability to cut and paste from external applications, such as Microsoft Word and Adobe Acrobat Reader	Text may be cut and pasted into the application.
		· Quick access keys and look-ahead typing	Hot-keys are included and configurable.
		· Minimal scrolling	Form content is recommended to be concise as to avoid unnecessary scrolling.

		<ul style="list-style-type: none"> Effectiveness of application help features 	Help may be enhanced by the customer to be tailored to their needs.
		<ul style="list-style-type: none"> Screens designs inspired by users, not programmers 	Users influence the screen content and layout.
		<ul style="list-style-type: none"> Screens uniquely designed for specific roles, such as intake, risk assessment and supervision officers 	Screen access and content is related to the role.
		<ul style="list-style-type: none"> UI responsiveness based on good architectural & software design. 	Architectural & software design best practices are followed as we put the system together.
		<ul style="list-style-type: none"> The use of mouse navigation, clicks and control keys. 	All are included in application use.
7	REPORTS & SYSTEM GENERATED DOCUMENT CAPABILITIES	The agencies require that the application be capable of producing system documents and reports. A system generated document receives data from the application and produces a document for final editing by the user.	
		Describe in detail how the PTRA will meet this requirement. List all existing or “canned” reports included in your solution. Explain how local reports will be created. Respond to the following:	
		1. Is the PTRA compatible with 3rd party reporting tools?	Yes. Crystal Reports, Jasper Reports and other reporting tools may be used.
		2. If so, can all database fields be accessed using external reporting tools?	Yes.
		3. Describe how complex queries and/or large data set queries are optimized with the PTRA.	Views and indexes are utilized when writing reports. We also follow query guidelines when collecting data with the statements.
		4. Describe the recommended method(s) for mining & analyzing data with the PTRA.	Reports and built-in system searches are recommended for gathering system data.
		5. Describe standard reporting categories and criteria available to the end user.	All data is available for system reports and searches. Standard

			reports are caseload, census numbers, events and statuses.
		6. Describe the application's ability to create ad hoc reporting and user defined report generation schedules.	Our built-in "Search" tool allows users to create searches, and save them for repetitive use.
		7. Describe PTRAs capabilities for generating reports based on statistical & AI/ML models including descriptive, predictive & preventative reports.	Reports can be built to provide data on trends, movement in scores, etc.
8	FORM GENERATION & PROCESSING	The Contractor shall describe the PTRAs form generation and processing capabilities. List any internal tools that are used and describe the level of integration and support for 3rd party forms and/or form tools.	Document templates are created in Word and stored in the system. Fillpoints are configured to pull data elements from the case.
9	SYSTEM ARCHITECTURE	Product must have minimal impact on external client workstation applications that are run concurrently. Please describe any dependencies or limitations while running the application concurrently on a workstation with other applications. Please note that all answers should include a physical/local solution and a cloud solution, such as AWS or MS Azure.	The application runs in a browser, so minimal requirements on the client side. The infrastructure piece is in tiers and can be as robust as needed to accommodate the load.
		Product should not alter the behavior of the underlying operating system on the client. Please describe if there is any impact to the underlying operating system upon installation of the system.	It runs on any modern browser.
9.1	Diagrams & Documentation	Describe the overall system architecture and topology for your PTRAs. Include information on the underlying platforms and software on which the core components, such as case management, content management and risk assessment are built and supported. Please provide recommended topology, service environment and installation model. Describe the benefits of this architecture for the agencies as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach. Contractor shall provide draft architecture documents and diagrams as needed to illustrate the system's architecture for the following environments:	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.

		1. Production environment for with less than 250 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		2. Production environment for 250 to 500 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		3. Production environment for 500+ users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		4. Data center hosting over 2500 users from multiple agencies	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		5. Contractor hosted infrastructure	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		6. Disaster recovery environment	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		7. Development & testing environment	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		8. Training environment	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.

		9. Reporting environment	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		10. Other recommended environments	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
9.2	Components	Provide a list of the PTRAs mandatory and optional internal and external components. Respond to the following for each component:	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		1. Is the component required for core functionality? (Y/N)	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		2. Provide a functional description of the component.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		3. If the component does not work on all of the previously mentioned platforms, identify its limitations.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		4. Describe and/or diagram how the component is coupled to other components.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		5. List communication protocols and/or standards used by this component.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.

		6. List any dependencies this component has on other internal or external components.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		7. Identify the support model under which this component is covered.	If hosted in our environment, the entire infrastructure is supported. If deployed on premise, the customer is responsible for the system infrastructure.
		8. Can the component be leveraged in a cloud environment or is it required to be installed locally or on a physical device.	It works on either one.
9.2.1	Web Servers	Describe the supported Web Servers and their versions.	We recommend installing Tomcat 8.
9.2.2	Oracle Products	If PTRAs is based on Java technologies, describe support for Oracle WebLogic application server and the supported versions.	We support an Oracle database, if needed, however most customers opt to use SQL Server.
9.3	Computing Environment	List the names of all supported computing environments in the following section. Identify the version and Contractor's level of support for each.	The system will run in any modern browser (i.e. Chrome, Firefox, Safari, Edge, etc.)
9.3.1	Hardware Environment:	Describe the hardware environment required to utilize the proposed software in a local data center and a cloud hosted datacenter. In the event there is more than one suitable hardware platform, list the best options indicating the relative strengths and drawbacks (if any) of each. Detail the necessary hardware for each of the following environments:	For JTI's Cloud Service the architecture is Software as a Service (SaaS.) The cloud service uses no fixed hardware design. All solution components are virtualized. AWS GovCloud provides the underlying hardware for our virtualized components. Please see the Hardware Specifications for the on-premise requirements.
		1. Production environment for less than 250 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.

		2. Production environment for 250 to 500 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		3. Production environment for 500+ users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		4. Data center hosting over 2500 users from multiple courts/counties	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
9.3.2	Network Environment:	Describe the network environment required to utilize the proposed software for a local data center and a cloud hosted data center. In the event that there is more than one suitable network configuration, list options indicating any relative strengths and drawbacks of each. Detail the necessary network infrastructure for each of the following environments:	<p>For JTI's Cloud Service we offer two methods for the Licensee to connect to the service.</p> <p>1) A Site to Site IPSEC VPN. This is the more secure and recommended solution. This creates an encrypted VPN tunnel between the Licensee's network endpoint(s) and their dedicated AWS GovCloud's network endpoint. FIPS 140-2 compliant VPN endpoints are available for this if required. The service also uses HTTPS providing for a second layer of encryption.</p> <p>2) IP range whitelisting: The Licensees public IP range is whitelisted to the service for access via HTTPS. HTTPS is an encrypted</p>

			protocol. While not as secure as a site to site VPN this solution can still be configured within CJIS specifications.
		1. Production environment for less than 250 users.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		2. Production environment for 250 to 500 users.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		3. Production environment for 500+ users.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		4. At a center hosting over 2500 users from multiple courts	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
9.3.3	Operating System(s):	Identify the operating system(s) required by the proposed application software and other architectural components. In the event there is more than one suitable operating system, list all options indicating any relative strengths and drawbacks of each.	Because it runs in a browser, the operating systems are not a key component.
9.3.4	Desktop Requirements:	Identify the desktop computer hardware and software specifications that are required by the solution. Include typical requirements for a "power user," occasional/casual user, report viewer, system administrator and work requester. Also, note if local administrative access is required on desktops and in what situations that would be required. Detail the necessary desktops for each of the following environments:	

		1. Production environment with less than 250 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		2. Production environment for 250 to 500 users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		3. Production environment for 500+ users	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
		4. Data center hosting over 2500 users from multiple agencies.	Please see the Hardware and Software recommendation documentation on pages 69 and 70 of this contract.
9.4	Client Web Browser Requirements	If the application is web-based, list the supported web browsers. Include version and level of support. Describe the browser plug-ins or ActiveX controls required for the solution.	The system will run in any modern browser (i.e. Chrome, Firefox, Safari, Edge, etc.)
9.5	Virtualization	Include the version and level of support when responding to the following questions:	
9.5.1	Server Virtualization	List the names of the PTRAs supported server virtualization platforms or cloud services (IAAS)	For JTI's Cloud Service JTI uses AWS GovCloud as our underlying infrastructure provider. For on-premise installations we support the major virtualization solutions.
9.5.2	Desktop Virtualization	List the names of the PTRAs supported desktop virtualization, thin-clients and/or zero clients. Does your solution allow for other hardware within the virtual desktop environment, such as tablets or smartphones?	Desktop virtualization is not required. Simply open a browser and connect to the system URL.
9.6	Data Management		

9.6.1	Database Platform(s):	The Contractor should identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating any relative strengths and drawbacks of each. Detail the database architecture for each of the following environments:	
		1. Production environment with less than 250 users	Our system uses a component called "Hibernate" to interact with the database, making SQL or Oracle an option. Most customers use SQL Server.
		2. Production environment with 250 to 500 users	Our system uses a component called "Hibernate" to interact with the database, making SQL or Oracle an option. Most customers use SQL Server.
		3. Production environment with 500+ users	Our system uses a component called "Hibernate" to interact with the database, making SQL or Oracle an option. Most customers use SQL Server.
		4. Data center hosting over 2500 users from multiple courts/counties	Our system uses a component called "Hibernate" to interact with the database, making SQL or Oracle an option. Most customers use SQL Server.
9.6.2	Supported Databases	List supported databases, including the version and level(s) of support.	We recommend SQL Server 2016 or newer.

9.6.3	Data Consistency	Describe how data consistency is handled within the PTRA.	Data written to the database are wrapped in transactions ensuring rollback if errors occur. Additionally all data is validated according defined validation rules and database constraints ensuring referential integrity. We also use Hibernate ORM (for performance gains) which has advanced cache synchronization which also ensures data consistency.
9.6.4	Database Environments	Does the solution allow for multiple environments for data, such as test, development or high availability?	For the JTI Cloud Service, once configuraiton is completed a Production environment and an Auxiliary environment are provided. The Auxiliary environment is intended for testing and/or training.
9.6.5	Stored Procedures & Views	Describe how stored procedures and views are used within the PTRA.	Solution does not use any stored procedures or views for functionality.
9.6.6	Database Components	In addition to the database server describe any software components that are required to run on Database Server.	Solution uses Microsoft SQL Server (Standard / Enterprise version 2012 or higher) or Oracle databases. If using Microsoft SQL Server the server service Agent andSQL server integration server are NOT needed.
9.7	Software		

9.7.1	Licensing & Ownership	Specify the customer's ownership and licensing rights with regard to the proposed software. Describe for both internal and external components. If the solution proposed uses open source software, the Contractor should provide indemnity. Also, describe how enhancements paid for by one California agency will be made available to other agencies without duplicating payment for the development effort.	eSupervision is lease based. Each court/agency will have an annual recurring total that will be required to be paid annually. Retention of the software without paying the required annual recurring amount is not permitted. Enhancements made by other counties in the state can be incorporated into another county's configuration by the county's administrator, or IT team. JTI will provide the incorporation of the functionality if desired by the counties as a whole, or will provide a cost to the individual county if contracted to do so.
9.7.2	Code Transparency	1. Specify whether source code is viewable by agency.	Source code is not viewable by the agency.
		2. Will agency have access to version control repository?	No.
9.7.3	Languages	Specify software language(s) used for the following components:	
		1. Core Components	Java
		2. Add-on Components	Java / WebServices
		3. Scripting/Automation	Velocity / Groovy
		4. Database Manipulation and Queries	Crystal / Jasper Report / Search (core)
9.7.4	Portability & Extensibility	1. Will agency have the ability to compile the code in-house?	No.
		2. What tools or packages are recommended for development?	The system may be altered by customers to a high degree. Most changes are in lookup lists and forms, but business rules may also be written using Groovy scripting.

		3. Are the recommended tools included with the PTRA?	Yes, most tools in the application come ready for use with little programming needed.
9.8	Security	The PTRA shall include access controls over functions as well as ensuring the confidentiality of sensitive and private information. Describe the overall security features of the system. Explain how software and hardware security controls are used to enable or restrict access to documents, functions and data. Identify integrity features which would enable multiple user groups such as courts and justice partners to share the system and have access to the same data while maintaining data integrity.	Security is applied per role and may be applied down to the field level.
9.8.1	Authentication	List the supported methods of authentication. Describe the degree to which the authentication method is supported (full or limited support) and if applicable, specify the protocol and version number.	OKTA, LDAP and our standard built-in accounts.
		9.8.1.1 Describe authentication integration with solutions like Computer Associates SiteMinder, Microsoft Active Directory, Office 365 and protocols such as OAuth.	Microsoft Active Directory and OKTA integration are available with the application.
9.8.2	Access Control	Describe how access control is managed within the core application, database and across internal and external components.	When deployed on premise, the customer is responsible for access control. If in our hosted environment, we restrict access to the infrastructure layers.
9.8.3	Justice Partner, Public & Remote or Internet-Based Access	Describe security for remote access into the system for end-users and justice partners. Include but do not limit to encryption methods for data protection both in transit and at rest, browser requirements and authentication methods.	A secure, certificate based connection is recommended. VPN tunnels may also be employed for connection to the application. If the portal is being used for external access, we recommend deploying the portal outside the firewall, when possible.
9.8.4	Security Logging	Describe the methods for logging access to the end user applications, data and user configuration/maintenance screens. Identify event	All access is logged in the tables. Modifications, additions and deletes are logged in the system logs.

		types captured, how access to the log is made and how security of the log is provided.	
9.8.5	Encryption		Data is encrypted per the certificates and protocols used by the customer or our hosted infrastructure.
9.8.5.1	Protocols & Standards	List encryption protocols and standards used by the PTRA. Include version numbers when applicable.	We follow the guidelines in many protocols and standards. Namely, WCAG and ADA 502.
9.8.5.2	Encrypted Communications	Specify encryption methods used for communications between client, server, data replication and any external components.	For JTI's Cloud Service and on-premise installations, data is encrypted at rest and in transit. Both are encrypted using AES 256 bit encryption.
9.8.5.3	Encryption of Sensitive Data	What methods does the PTRA use to protect sensitive data like social security numbers?	Client has the option to encrypt storage or use core security to restrict access to only certain security groups to certain data.
		1. Describe what data elements are currently configured to be sensitive data.	All system data may be treated as sensitive. There is no special indicator or special consideration for limited fields. All fields are treated securely.
		2. Is there a configuration option or mechanism to define what data elements are sensitive data and subject to encryption.	All system data may be treated as sensitive. There is no special indicator or special consideration for limited fields. All fields are treated securely.
9.8.5.4	Other Encryption	List any other encryption used by the PTRA, include local and cloud installation.	For JTI's Cloud Service traffic is encrypted using HTTPS (TLS) and in addition the customer may choose to

			impliment a site to site VPN for additional security.
9.8.6	Security Zones	Describe security design features preventing malicious input into the system	We routinely test our system against threats identified in the OWASP Application Security Verification Standard 4.0 (ASVS). For example, all XSS properties are enabled ensuring data entering the system is cleaned/sanitized. The system generates new session tokens upon logging in minimizing session fixation attacks. Password changes terminate all active sessions.
9.8.6.1	N-Tier architecture design supporting security zones	Describe if the PTRA can be deployed in an n-tiered environment protected by security zones.	Yes solution can be deployed in an N-tiered environment.
9.8.6.2	Security Requirements	Provide the proposed products application documentation for security processes, network protocols and ports.	See attached software architecture.
9.8.7	Proxy Support	Describe the proposed products use with proxy services, devices and/or applications that have been used with the PTRA.	Our solution doesn't currently require use of proxy services or any other intermediary device.
9.8.8	Integration with Existing Identity Management Systems	List and describe which Identity Management Systems are currently supported and how it's integrated.	Identities within eSupervision are contained in the context of a name record. If asking about user identity, we integrate with OKTA and LDAP.
10	CONFIGURATION CONSTRAINTS	The PTRA should be highly configurable and allow the majority of changes to reference tables, screens, reports, forms, documents, help screens, business rules and work-flow to be made with configuration tools rather than custom code. The Contractor shall describe the overall level and manner of system configurability with regards to these items. Does the PTRA allow approved copying of existing live	eSupervision is highly configurable. Tables, screens, reports, forms, documents, help, business rules and workflows are configurable by system administrators.

		configuration for common configuration items (conditions of release, reporting instructions, other)?	
10.1	Responsiveness to Required Changes	The PTRA must be designed to enable the user to respond in a timely manner to legislative mandates and changes in regulations without the need for significant involvement by IT personnel. However, the system must also have the option to secure configurable options from user manipulation. This includes the use of table-driven parameters and menu capabilities that enable system administrators to tailor the system to meet their operational needs. Describe how the system is designed to meet this requirement.	Most system changes can be done by customer system administrators.
10.2	Role-Based Preference	The PTRA should ideally have the capability to configure role-based preferences that enable users to interact with the system more efficiently. Identify and describe the PTRA's support for role-based preferences.	Roles are configured in the application with access granted to the roles. Dashboard settings are sticky and retain what user preferences dictate.
11	INSTALLATION, ADMINISTRATION & MAINTENANCE		
11.1	Tools	The Contractor shall list the recommended tools for administration and maintenance of the PTRA, including the core application, the database and all internal and external components. If the tools are not included in the base offering then identify them as such.	For the JTI Cloud Service option the application is administrated through the application itself, no additional tools are required. All components that underly the service are administered by JTI as part of the service. On-premise installations include all application tools embedded in the solution. See Hardware Recommendations for

			more information. For On-premise installations on SQL servers, Apache Tomcat is required.
11.2	Administration	The Contractor should describe administration tools/features that differentiate the PTRA from competitor solutions.	Work queues may be configured to gather and assign work to be done for individuals and groups. It is incredibly powerful to route work to ensure that processes are followed. Business rules may be configured for data validation and entry. Screens are configurable to ensure that only data that is needed is being tracked and all ancillary "noise" can be removed. Headers are configurable to show pertinent information.
11.3	Client Installation	The Contractor shall provide an overview of the client installation process, including any related external components. Indicate what post-installation steps are required, such as types of configuration parameters that need to be modified.	As the software runs in a browser, no client installation is needed.
		PTRA must be able to run on the client while logged into the OS with standard user permissions.	As the software runs in a browser, no client installation is needed.
		The client should not require post-installation changes to system security settings.	As the software runs in a browser, no client installation is needed.

11.4	Server Installation	The Contractor shall provide an overview of the server installation process, including any related external components. Indicate any post-installation steps that are required.	A new version of the application is contained in a .WAR file. That file is simply replaced on the webserver, the webservice is restarted and the application is ready to go with the new updates.
11.5	Patch/Upgrade Installation	The Contractor shall provide an overview of the patch/upgrade installation process. Discuss the standard release update process for the core application and all internal and external components.	If hosted, we follow our patch guidelines in the included Hosted Solution documentation.
12	Diagnostics & Performance Optimization		
12.1	Recommended Diagnostic Tools	The Contractor shall list recommended tools and best practices for diagnosing and managing optimal performance with PTRA. Indicate whether the tools are included as part of the PTRA.	For the JTI Cloud Service option all components that underly the service are fully administered by JTI as part of the service. We adjust CPU and memory as needed to maintain performance. Databases are also monitored and adjusted for performance as needed.
12.2	Support for Performance Optimization	The Contractor shall specify the degree to which performance optimization for the PTRA is covered under the support agreements. Be specific if the level of support is not consistent across all components. Does the solution have defined procedures and methodologies documented and available for performance and application optimization?	For the JTI Cloud Service option all components that underly the service are fully administered by JTI as part of the service.
13	AUDITING & MONITORING	Contractor shall describe the following for the base application, database(s) and any internal and external components.	Audit logs are contained within eSupervision and may be reviewed by system administrators. Additionally, reports and searches

			may be configured for specific data elements.
13.1	Auditing	Describe the PTRA’s auditing features not already covered in 9.8.4 (Security Logging), including but not limited to: Database transaction auditing, authentication audits and security violation options.	All inserts, updates and deletes are logged with time and date stamps. User login attempts are also logged in system administration.
13.2	Monitoring	1. Provide a description of the recommended monitoring architecture for the PTRA.	For the JTI Cloud Service JTI performs monitoring of all components that enable the service.
		2. Identify which of the following monitoring tools are included as part of the base offering and the support model under which they are covered.	
		a. Health Monitoring	For the JTI Cloud Service JTI performs all service health monitoring as part of the service.
		b. Application Monitoring	The application has built in tools for monitoring key features.
		c. Database Monitoring	For the JTI Cloud Service JTI performs all database monitoring as part of the service.
		d. Performance Monitoring	For the JTI Cloud Service JTI performs all service performance monitoring as part of the service.
		e. Work-flow Monitoring	A workflow monitoring tool is built into the application.
		f. Data Exchange Monitoring	A workflow monitoring tool is built into the application.
13.3	Logging	The Contractor shall provide an overall description of the recommended logging architecture for the PTRA and respond to the following items.	

		1. Describe the solution’s support for Syslog	System uses log4j logging that is compatible with SysLog
		2. Describe the types and/or categories of information logged	trace, debug, error, warn, and info logging levels
		3. Describe the solution’s ability to set logging levels	logging level are configurable but system area
		4. Describe the solution’s ability to limit log size	log size is configurable
		5. Describe the solution’s ability to archive and roll logs	system does rolling logs by default in addition core logs are also archived to the database
14	DOCUMENTATION & TRAINING	The agencies require a comprehensive documentation and training program developed by the Contractor in cooperation with the Court and delivered “just-in-time”. The Contractor shall provide in-person training to end-users, technical staff and Court trainers. The training should go beyond simply navigating the system and should include training tailored to the role-based day-to-day operational system based activities of court stakeholders.	We provide a train-the-trainer solution for training. Administrators will be trained throughout the implementation and will be able to train staff as they go.
		Training deliverables must include an effective combination of written material coupled with classroom sessions and hands-on practice. If computer-based modules or other delivery means are also available then please include them in your description when addressing the items below. All training materials shall be effectively cataloged, reusable, and modifiable by the Court/county. The Contractor shall describe what differentiates the documentation and training included with the PTRA from documentation and training provided by competitive solutions. The description shall address each of the following areas:	Our training plan is based on core functionality. As we move through the configuration process, items change. We ask that the customer designate a staff member to create documentation as we move along that applies to the elements that are changing and adapting it to the processes that are established in the customer site. This gives exactly what the customer needs.
		1. Training Program Overview	We will jointly create this.
		2. End User Documentation & Training	We ask that the administrators in the customer sites to create and perform this.

		3. Technical Documentation & Training	Core documentation and training will be given by JTI.
		4. Installation/Configuration Documentation & Training	Core documentation and training will be given by JTI.
		5. System Administrator Documentation & Training	Core documentation and training will be given by JTI.
		6. Troubleshooting/Maintenance Documentation & Training	Core documentation and training will be given by JTI.
		7. Interface Developer Documentation & Training	Core documentation and training will be given by JTI.
		8. Train-the-Trainer Documentation & Training	Core documentation and training will be given by JTI.
		9. Self Service Documentation & Training	We ask that the administrators in the customer sites to create and perform this.
15	DATA MIGRATION	Requires that the Contractor have a defined approach for conducting data migration and experience with migrating data from the technologies currently in use by the Courts. The Contractor must perform an in-depth analysis of provided data structures and values, develop a plan for translating data, and develop procedures for migrating and validating data.	Please see the included Data Conversion process documentation.
15.1	Data Conversion Philosophy, Approach & Methodology	The Contractor shall describe their strategy for conducting data conversion for the project, including the philosophy, approach, methodology, tools and procedures to be used in developing conversion specifications and the identification of any potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful data conversion.	Please see the included Data Conversion process documentation.
15.2	Document Image Migration Philosophy, Approach & Methodology	The Contractor shall describe their strategy for conducting the migration of document images from existing Document Management Systems into the Case Management System, including the philosophy, approach, methodology, tools and procedures to be used in determining migration specifications and the identification of any	Please see the included Data Conversion process documentation.

		potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful document migration.	
15.3	Where and How	The Contractor shall indicate where and how data conversion will be performed. Describe the methods used to ensure data safety, security and confidentiality.	Please see the included Data Conversion process documentation.
15.4	Available Options	The Contractor shall explicitly describe which of the following data conversion services are available with the PTRAs:	
		1. The Contractor provides full data conversion from start to finish including the preliminary data cleansing.	We require that the customer cleanse the data prior to exporting it to the source file.
		2. The Contractor provides full data conversion after the court performs an intensive data cleansing in advance of the actual data conversion.	All data conversions follow this method.
		3. The court is responsible for all data conversion.	We recommend that the court not be responsible for conversion.
15.5	Configuration Migration	In support of the configuration mentioned in Section 10 describe configuration migration between environments (Test, Production, etc.) and the tools to support configuration migration.	eSupervision contains tools to migrate configuration pieces from one environment to another. This makes it much more streamlined to test new configuration items. Also, multiple environments are allowed for testing and staging and may be a full backup of the production instance, if the customer desires.
16	VALUE-ADD TECHNICAL FEATURES		
16.1	Paperless Pretrial	The PTRAs should help PTS remove their dependency on paper. The Contractor should list any additional information not already covered that will help facilitate this.	Because of the built-in filing cabinet document management features, customers are immediately a paper-on-demand or paperless solution.

16.2	Print-On-Demand	The Contractor shall describe the scope of the solution's print-on-demand capabilities.	Because of the built-in filing cabinet document management features, customers are immediately a paper-on-demand or paperless solution.
16.5	Additional Features	The Contractor should list any additional technical information that has not already been covered and differentiates the PTRAs from competitive solutions.	Please see the provided Executive Summary.
16.5.1	System Integration with Supporting Software	Does the system allow for integrations with alternative software packages such as records management? List all of the software products the PTRAs integrates with. Provide the details of the integration and the location/court where the integration is currently being used.	Integration is facilitated by the API and our interface developers. Please see the included Interface documentation for more information.
16.5.2	Contractor-hosted Solution	The Contractor shall describe if they offer a Contractor-hosted solution and how it will meet the requirements of this RFP. Include in the response a description of the hosted solutions ability to authenticate through AD, if the application can run on a variety of cloud hosting solutions and the ability to interface with Office 365.	AD integration is included, Office integration is included.

Table D SaaS Hosting Requirements

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
1	FedRAMP certified	Federal Risk and Authorization Management Program (FedRAMP High) certification is mandatory if Contractor proposes a software as a service (SaaS) solution. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. FedRAMP consists of a subset of NIST Special Publication 800-53 security controls specifically selected to provide protection in cloud environments.	Yes, subject to terms in “Explanation” column	Hosting is provided via AWS GovCloud which is FEDRAMP certified. Contractor is in the process of completing SOC-2 certification, which process Contractor estimates will finalize as of March 2021. Contractor anticipates that completing the SOC-2 certification process by that time will then enable Contractor to complete the FedRAMP certification by an estimated date of 1Q-2Q of 2022.
2	ISO 270001 certified	ISO 27001 certification is desired of Contractor organization to ensure maturity in quality and process. Accredited certification to ISO 27001 demonstrates that an organization is following international information security best practices. The objective of the standard itself is to provide requirements for establishing, implementing, maintaining and continuously improving an Information Security Management System (ISMS).	No	
3	AICPA/SOC compliance	Are current AICPA/SOC 1, 2 and 3 reports (SOC 2 is preferred) available for Contractor hosting services?	No	
5	HIPAA compliance	Does Contractor hosting facilities and the service offering comply with HIPAA Privacy and Security rules?	Yes	

6	Hosting Facilities	Are the Contractor hosting facilities (including compute, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities located in the United States?	Yes	
7	Custodian Personnel	Do all Contractor personnel potentially having access to the judicial branch data have background-checks, are authorized to work and based in the United States?	Yes	
8	Business Continuity /Disaster Recoverability	For Contractor hosted solution, is there a disaster recovery solution in place to ensure business continuity in the event of a system or catastrophic failure?	Yes	
9	Client Data Integrity	Does Contractor hosting solution include intrusion detection/prevention system to ensure judicial branch entity data integrity and access only by authorized accounts/personnel?	Yes	
10	Backups	Does Contractor provide periodic incremental and full backup of judicial branch entity data?	Yes	
11	Backups and Recovery	Does Contractor provide recovery from backup upon client request or system corruption?	Yes	
12	Data Export	Does Contractor have the capability to export clients' raw data in human readable and machine readable format to enable portability to another system, if necessary?	Yes	
13	Data Import	Does Contractor have the capability to import clients' data, possibly from an existing system?	Yes	
14	Availability	Is Contractor hosted solution available and accessible 24/7/365 to all authorized users (excluding scheduled maintenance)?	Yes	

15	Section 508 Compliance	Does Contractor solution user interface comply with Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information that is comparable to access available to others.	Yes	
16	Mobility	Does Contractor solution support multiple device user interfaces (desktops/laptops, tablets, and smart phones) over HTTP/S? E.g. HTML5	Yes	
17	Mobile Apps	Does Contractor solution include native apps available for tablets and smart phones?	No	
18	Mobile Support	Does Contractor solution provide user interface that dynamically adjusts to varying device resolutions such as computer, tablet, or smart phone?	Yes	
19	Performance SLA	Does Contractor hosted solution provide response time guarantees?	Yes	
20	Bandwidth measurement	Contractor solution shall have bandwidth consumption optimization measures in place.	Yes	
21	Performance SLA	Does Contractor hosted solution provide automatic scalability without impacting existing service or SLA?	Yes	
22	Metrics Dashboard	Does Contractor hosted solution include dashboard for monitoring performance and SLA metrics?	Yes	Contractor's hosted solution allows for dashboard monitoring of performance; Contractor is working on a new feature for dashboard monitoring of SLA metrics, which feature is estimated to be complete by 3Q 2021.

23	Network Security	Does Contractor hosted solution include distributed denial of service (DDoS) defense and prevention?	Yes	
24	Log Analysis	Does Contractor hosted solution provide log data analysis tools available to clients?	No	
25	Confidentiality	Does Contractor restrict exposing any part of client data whether direct, indirect or derived data with other third parties?	Yes	We do not share your data.
26	Outage Scheduling	Does Contractor hosting provide notice with reasonable lead time to client for any planned downtime, version upgrades, user interface changes, or feature upgrades?	Yes	For any maintenance outside the pre-agreed standard maintenance window.
27	Customer Support	Does Contractor provide e-mail and phone based support?	Yes	
28	Assurance in confidentiality	Does Contractor provide data privacy assurance, notification of any breach in security, and performance guarantee?	Yes	
29	Operational integrity	Does Contractor have a published, enforced data governance policy and processes to ensure clients' data privacy and access?	Yes	
30	Product roadmap	Does Contractor share their feature and release roadmap with clients?	Yes	
31	Privacy policies	Does Contractor provide privacy policies documentation for hosted clients?	Yes	
32	Incident response	Does Contractor hosted solution include incident management system along with documented policy & process in place to resolve any operational incident?	Yes	
33	Data management	Does Contractor publish policies about data retention, deletion and destruction for hosted service?	Yes	
34	Thin Client	Does Contractor solution require client side plugins or installation?	No	

35	Availability SLA	Does Contractor guarantee recovery point objective (RPO) for application availability in the event of system failure or disaster for hosted solution?	Yes	
36	Availability SLA	Does Contractor guarantee recovery time objective (RTO) for application availability in the event of system failure or disaster for hosted solution?	Yes	
37	User Creation	Does Contractor solution support user creation via batch upload of identity extract from active directory or existing systems?	Yes	
38	Roles Configuration	Does Contractor solution support configurable role based access control?	Yes	
39	Workflow Configuration	Contractor shall configure document routing, approval, notification, and other workflow configurations in accordance with JCC IT detailed requirement.	Yes	
40	Single Sign-On Integration	Does Contractor hosted solution support single-sign-on (SSO) with SAML 2.0 or ADFS?	Yes	
	Identity Management	Does your solution support Identity Management, including Business to Customer and Business to Business? If so, what services/protocols are supported?	No	
41	Private Networking	Does Contractor hosted solution support private network connection or VPN tunneling connectivity?	Yes	
42	User Training	Does Contractor provide training materials and conduct interactive training sessions for PTRAs?	Yes	
	Justice Partner Access	Does the hosted solution provide a secured authenticated access portal for trusted justice partners?	Yes	
	Confidentiality	Is the Contractor hosted solution Multi-Tenant? How does the solution provide adequate security & isolation from other clients using the solution for data at rest and data in transit.	No	Each customer is hosted in a dedicated AWS GovCloud VPC.

	Confidentiality	How does the Contractor hosted solution utilize cloud based file storages such as S3. What security features are in place to restrict access?	Yes	AWS S3 is used within the solution. After go-live only the application and system administrators have access. S3 buckets are encrypted with AES 256 bit encryption.
		List all additional Cloud/On-prem Services required for effectiveness/functioning of the solution. Ex: AWS/Azure/GCP services	>>	AWS GovCloud
	Outage Scheduling	Does Contractor have a predetermined upgrade & maintenance schedule for the SaaS solution, that is different from the agency's schedule.	Yes	Maintenance window is always outside business hours on the same day at the same time each week.
	Outage Scheduling	What are Contractor's automatic version upgrade policies? Are your version upgrades and/or maintenance patches roll-out any of the live environments without the prior explicit approval and/or coordination with the agency management?	>>	Major version application upgrades are coordinated and approved with licensee. Same version maintenance updates are automatic. Security patches are automatic and mandatory.

Table E Implementation Requirements

Item #	Implementation and Deployment Services	Response
2.1	Describe your implementation planning process (including project management, best practices, Organizational Change Management, Communications, and Personnel management).	Planning begins before we kickoff the project. Based on our experience in the state, we come in with a solution tailored to fit the requirements of the State of California. Together with the customer, the JTI Project Manager and Configuration Specialists identify the areas that need to be modified and we detail the configuration requirements in our project management tool. Two week sprints are organized and configuration tasks are laid out according to the capacity of the team (both JTI and the Court.). Update calls between the JTI team and Court team are conducted according to the communication plan (typically twice per week). In addition, Sprint Demonstrations are conducted every two weeks so that they subject matter experts on the Court team are trained in small pieces all throughout the project.
2.2	Describe your recommendation for roles your company personnel will assume and the roles that Court and pretrial staff should assume in the implementation process.	Our team is comprised of an assigned Project Manager, Configuration Specialists, and Developers for interfaces and data conversions. We recommend that the Court have a Project Manager assigned to the project. Not necessarily exclusively, but a single point of contact is recommended. Additionally, subject matter experts are recommended for each of the divisions or processes within the Court. This may be one individual as the subject matter expert for many items, or different individuals as experts for unique parts.
2.3	Describe how your proposed management practices, procedures and tools conform to industry best practices and describe the benefits of your approach. Include coordination and control of deployment activities in order to identify and mitigate issues; overall approach to communication at all levels for the life of the project; organizational change management process; staffing level management process and personnel management process.	The Statement of Work will guide the configuration effort. Using an Agile Project management methodology, work is defined and agreed upon, with estimates given for each configuration task. Then, the work is distributed into the two week sprint cycles. Communication is frequent and regular and project managers are encouraged to communicate anytime outside of the scheduled meetings as needed. Progress is reported back to the customer. Impediments are identified and resolved as needed. Organizational change management processes are governed by mutually agreed upon change management plans. JTI will bring a template from which to begin. Staffing level management, personnel management will be determined by the customer, but we encourage the previously defined roles as the minimum.

2.4	Describe how you would manage the use of any required interfaces or electronic tools that have been purchased and/or installed. Examples of local interfaces may include jail management systems, booking systems, imaging systems, and probation systems.	Interfaces are developed during the implementation process and tested on a scheduled cycle. The testing is typically conducted close to the go-live, either prior or just after. This gives the agency/court the chance to work through go-live items. eSupervision has an embedded API that can support changes in eSupervision and the partner system is built properly.
2.5	Describe the process involved in implementing any required specific configurations, e.g., terms of supervision and pretrial release, and the creation of standard local documents using case management information. Identify any local personnel required to accomplish the task.	Local configuration outside of the standard MSA package in this project will require an additional SOW. The process for which will include developing a description of the functionality requirements, itemizing workflow requirements, and additional reports, among other items.
2.6	Describe the process, resources, and expertise necessary in converting data from existing system into the new application.	The data conversion process starts almost immediately with the court/agency cleansing the data in the current system. Once the initial cleansing stage is complete, an extract is pulled from the legacy system and reviewed. A data map is developed to ensure that all required legacy data has a place in eSupervision. Once the data mapping and cleansing is complete, the extract is pulled into eSupervision, reviewed, and tested for accuracy. If errors are found, the issues are corrected and a new extract is pulled into eSupervision. This process repeats until the court/agency approves.
2.7	Describe your process for coordinating user acceptance.	As part of the Agile approach to implementation, short sprints are used to test the pieces of eSupervision that are configured specifically for the court/agency. Each piece is tested by the court/agency and approved. Once all pieces of the configuration are approved, the full system is tested by the court/agency and if approved, goes into production.

2.8	Describe your process for implementing change management.	All changes outside of the configuration provided for this project will need to put through a scoping process which will include defining the changes the court/agency desires. We recommend the court/agency develop a workgroup for the change process to internally vet any changes that are requested. Once the internal group approves the change, the scope is developed a cost (if any) will be associated for the total change. Once the change is made, the court/agency will test the configuration and provide the feedback according to the Agile methodology.
2.9	Describe your process for managing critical defect scenarios.	We use Jira throughout the project implementation process. Configuration, Test, and Review tickets are created in Jira with assignments for each person involved in the process. Critical defects are defined as defects in the system that stop the operation of of the business. If defects like these are logged, these are taken as highest priority and a response is given as soon as possible
2.10	Describe your process for coordinating software upgrades and version management.	Major Releases (also called Long Term Support or LTS releases) come out once a year and are patched quarterly for major bugs and security issues for three years. You will be notified of update availability and will retain complete control of the timing and process of any updates. Updates are typically completed within one hour. During the implementation, your staff will be trained on how to complete updates/upgrades and our support department is available to answer your questions.
2.11	Describe the process employed to track and report progress in system deployment.	We use Jira throughout the project implementation process. Configuration, Test, and Review tickets are created in Jira with assignments for each person involved in the process. This allows us to track back to the original implementation plan. We provide weekly and monthly status reports for the court/agency to ensure that both parties are progressing as planned.
2.12	Describe the process and standards employed in determining when phases of deployment are satisfactorily completed.	We work on phases of the project in an iteratively. We first gather requirements for that phase. We deliver a solution. The client tests the solution delivered against the requirements and reports defects. We resolve the defects and the client tests again. The number of iteration depend on the phase and agreed upon iterations in the project work plan

2.13	Describe the process involved in implementing any required state and local configurations, e.g., implementation of state statutes and rules, creation of standard state documents, state calendar, etc. Include any local personnel required to accomplish the task.	Our current baseline eSupervision system is live in San Mateo County. As one of the initial 16 pilot counties, our implementation team worked with San Mateo County to ensure that all of the state reporting requirements were met. This activity will continue throughout the life of the product. Future changes in the requirements can be made by the individual counties and adopted by other counties, or a consortium of counties may be developed to make changes, and cover any costs for the requirements change.
2.14	Describe the process involved in assessing and recommending how the required hardware and software that will ensure improved performance for the end-users is to be achieved, and how it is scalable to meet the future needs of the pretrial program.	Our hardware and software recommendations are based off our experience with similar size agencies with similar configurations. Our solution is completely scalable from a hardware standpoint. We can add any many load balanced servers in the future as needed to enhance performance

3.0 Implementation and Deployment Services

The following sections set forth the Contractor’s tasks, roles and responsibilities and the services for which the Contractor shall be responsible. The Court roles and responsibilities may include or be assigned to 3rd Party (trusted justice partner such as Probation or Pretrial Services) as part of separate agreement, MOU or other mutually agreed upon instrument.

3.1	Preliminary Business Analysis Services tasks, roles and responsibilities. Preliminary Business Analysis Services include the tasks, activities and deliverables required by the Contractor to gain sufficient knowledge about the Court and pretrial environment and overall requirements to enable creation of an implementation strategy and approach, a deployment plan and to successfully deploy the Application. The following table identifies the Contractor’s and Court’s Preliminary Business Analysis Services tasks, roles and responsibilities.	Contractor	Court	Issue	PTRR/Rationale and Benefit to the Court
	1. Participate in meetings with the Court, Probation and/or pretrial staff to understand high-level requirements, priorities and existing team and reporting structure within the pretrial environment.	X			

	2. Deliverable: Develop and present to a Preliminary Business Analysis Plan that clearly highlights the Contractor recommended steps to obtain the required knowledge to start the deployment process. This plan should clearly articulate the key steps that will be performed by the Contractor for obtaining requisite knowledge as well as lay out the time and effort requirements from the court.	X			
	3. Review, approve and accept the Preliminary Business Analysis Plan.		X		
	4. Execute the Preliminary Business Analysis Plan and obtain the required knowledge to start the deployment process.	X			
	5. Deliverable: Document the results of Preliminary Business Analysis and present to Court.	X			
	6. Review, approve and accept the results of the Preliminary Business Analysis,		X		
3.2	Implementation Strategy and Approach Services Tasks, Roles and Responsibilities. Implementation Strategy and Approach Services are the activities and Deliverables associated with developing and refining the deployment and training strategy and approach and methodology that will be used for deployment of the PTRA. The following table identifies the Contractor’s and Court’s Implementation Strategy and Approach Services tasks, roles and responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Deliverable: Document and present to Court the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., Courts and justice partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.	X			
	2. Review, approve and accept the recommended implementation strategy and approach, communication plan, and technical environment plan.		X		
	3. Deliverable: Develop a Contractor Staffing Plan that identifies Contractor staff levels required at various points in the project and supports the implementation strategy and approach.	X			

	4. Review, approve and accept the Contractor Staffing Plan.		X		
	5. Deliverable: Recommend a Court and Pretrial Staffing Plan that identifies staff levels required at various points in the project and that will support the implementation strategy and approach.	X			
	6. Deliverable: Develop and present a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.	X			
	7. Review, approve and accept the methodology and toolsets for deploying the application.		X		
	8. Deliverable: Provide recommendations on appropriate deployment of logical environments to support Contractor’s recommended deployment strategy (e.g., testing, data conversion, etc.)	X			
	9. Review, approve and accept recommendations on appropriate deployment environments.		X		
3.3	Implementation Services				
	The Deployment Services are those services, as described in the following subsections that must be performed to successfully deploy the Application.				
3.3.1	Implementation Requirement: Implementation/Deployment Project Management Services				
	Deployment Project Management Services are the activities and Deliverables associated with developing and maintaining an Implementation/Deployment project Plan and schedule for deployment of the application. The following table identifies the Contractor’s and Court’s Deployment Planning Services tasks, roles and responsibilities.				
	Implementation/Deployment Project Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court

	<p>1. Deliverable: Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Contractor shall update this plan on a periodic basis as defined by Court (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software or an alternative project management tool approved by Court. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration Court holidays. Provide timelines for off-the-shelf product implementation as well as California specific enhancement release timeline</p>	X			
	<p>2. Review, approve and accept Implementation/Deployment Project Plan</p>		X		
	<p>3. Establish, maintain and update a Deployment Knowledge Base with all deliverables and documents within the scope of the Deployment Services. In addition to full and accurate documentation of the Contractor's own activities, Contractor will include in the Deployment Knowledge Base all documents, information and data on which they rely to perform Deployment Services, including but not limited to the following: configuration guides, training manuals, assessment reports, user manuals, system level setup and procedures, all queries, form templates, reports and tuning parameters around the database or servers. The Deployment Knowledge Base must be fully indexed and key word searchable.</p>	X			
<p>3.3.2</p>	<p>Deployment Requirements: Infrastructure Assessment and Implementation Services</p>				

<p>Infrastructure Assessment and Implementation Services are the activities and Deliverables required to assess and to validate that all components of the Pretrial technical infrastructure, which must be able to support the Application, DMS, and the traffic generated through their use. These components include, but are not limited to, desktops, laptops, network elements, scanners, printers, etc. Infrastructure Assessment and Implementation Services also include coordinating and managing the implementation of other needed components. The following table (Table 4) identifies the Contractor’s and Pretrial’s Infrastructure Assessment and Implementation Services tasks, roles and responsibilities.</p>					
<p>Contractor’s Infrastructure Assessments and Deployment Services will focus on evaluating Pretrials’s infrastructure in four main areas:</p>					
<p>1. Desktop Environment – Evaluation of desktop machines and devices, Operating System (OS), and required software components and printers.</p>					
<p>2. Network Environment – Evaluation of bandwidth and capacity planning capabilities against anticipated traffic volumes due to implementation of the Application and DMS and projected growth.</p>					
<p>3. Data Center Environment – Contractor will evaluate Pretrial connectivity and environment readiness (e.g., Application, Data Exchange Infrastructure, DMS, etc.) based on the infrastructure recommendations from the Deployment Strategy and Approach and Planning phases.</p>					
<p>4. Document Management System Environment – As part of DMS implementation, Contractor will undertake an assessment to determine additional infrastructure items (scanners, document scanning software, printers, and intermediate servers), storage requirements, and suitability for integration with Application integration components.</p>					
<p>In addition, during the Infrastructure Assessment, Contractor will identify gaps, formulate recommendations, and communicate an action plan for Court to address the findings in the Infrastructure Assessment. Information will be shared with the Pretrial at regular and pre-defined stages of the Assessment. Contractor will deliver the final Infrastructure Assessment Findings report to the Court for review and approval.</p>					
<p>Infrastructure Assessment and Implementation Services Tasks, Roles and Responsibilities</p>		<p>Contractor</p>	<p>Court</p>	<p>Issue</p>	<p>PTRA/Rationale and Benefit to the Court</p>
<p>1. Deliverable: Develop and document an Infrastructure Assessment Plan and template for assessing all components of Pretrial’s technical infrastructure.</p>		<p>X</p>			

	2. Review, approve and accept the Infrastructure Assessment Plan and template.		X		
	3. Perform the infrastructure assessment for all technical components for Pretrial Services.	X			
	4. Deliverable: Document and present the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.	X			
	5. Review, approve and accept the findings of the infrastructure assessment.		X		
	6. Perform hardware and connectivity capacity planning for Pretrial Services.	X			
	7. Review, approve and accept hardware and connectivity capacity planning.		X		
	8. Deliverable: Document and present an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.	X			
	9. Review, approve and accept the hardware and network infrastructure assessment.		X		
	10. Manage the installation of any additional hardware or network infrastructure and coordinate with third parties as required.		X		
	11. Review, approve and accept the installed hardware or network infrastructure.	X			
	12. Measure bandwidth utilization and minimum hardware required to support rollout.	X			
	13. Deliverable: Provide documented findings of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.	X			
	14. Review, approve and accept documented findings.		X		
3.3.3	Deployment Requirement: Operational Process and Procedures Services				

	Operational Process and Procedures Services are the activities and Deliverables required to assess the existing processes and procedures, perform a gap analysis with the process options compatible with the Application and develop and document recommended case management operational processes and procedures that will be utilized with the Application.				
	Operational Processes and Procedures Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Identify current operational processes and procedures used for pretrial management by working in conjunction with the Courts and Pretrial Services.	X			
	2. Deliverable: Assess the existing (“as is”) operational processes and procedures against the end state (“to be”) Application configurations, processes and procedures, and develop recommendations on processes that will meet requirements.	X			
	3. Review, approve and accept the “as is” versus “to be” assessment and the process recommendations.		X		
	4. Deliverable: Document approved procedures in an approved format.	X			
	5. Review, approve and accept approved procedures.		X		
	6. Deliverable: Develop and provide a business impact analysis based on the “as is” versus “to be” assessment.	X			
	7. Review, approve and accept the business impact analysis.		X		
3.3.4	Deployment Requirement: Application Configuration Services				
	Application Configuration Services are the activities and deliverables required to configure the Application to support business processes. The following table identifies the Contractor’s and Court’s Application Configuration Services tasks, roles and responsibilities.				

	Application Configuration Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Conduct training sessions/system walkthroughs for Pretrial business process staff to provide an understanding of the application and business context for configurations.	X			
	2. Conduct SME Education Sessions about system and configuration impacts.	X			
	3. Identify end state (“to be”) configurations by working in conjunction with the Court and Pretrial.	X			
	4. Deliverable: Develop a detailed application configuration strategy that will meet requirements.	X			
	5. Review, approve and accept the “as is” versus “to be” assessment and the configuration strategy.		X		
	6. Deliverable: Develop and document a detailed application configuration plan that links to data exchange configuration.	X			
	7. Review, approve and accept the detailed application configuration plan.		X		
	8. Deliverable: Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).	X			
	9. Review, approve and accept the detailed application configuration workbook.		X		
	10. Configure approved CIs as documented in the detailed application configuration workbook into the Application.	X			
	11. Deliverable: Create and submit a detailed configuration workbook listing the final application configuration details of the Application.	X			
	12. Review, approve and accept the configuration workbook.		X		
	13. Perform Application Configuration Services activities in synchronization with the Data Integration Services	X			

	14. Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court and Pretrial.	X			
	15. Deliverable: Forms, Notices, and Reports Design Documents		X		
	16. Review, approve and accept Forms, Notices, and Reports Design Documents.	X			
	17. Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.	X			
	18. Identify defects and changes.		X		
	19. Remediate identified defects and changes.	X			
3.3.5	Deployment Requirement: Data Conversion Services				
	Data Conversion Services are the activities and Deliverables associated with the assessment, planning, mapping, scripting, conversion and testing required for the conversion of data from the current systems to the Application.				
	The following table identifies the Contractor’s and Court’s Data Conversion tasks, roles and responsibilities.				
	Data Conversion Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Identify sources of data from the current systems by working in conjunction with the Court.	X			
	2. Deliverable: Assess the existing (“as is”) sources of data (including software, code, functionality, and data) against the end state (“to be”) Application, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment	X			
	3. Review, approve and accept the detailed Data Conversion Strategy and Data Conversion Plan.		X		
	4. Deliverable: For each source of data, develop and document the detailed data schema/maps from current systems to the Application.	X			

	5. Deliverable: For each source of data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).	X			
	6. Review, approve and accept mapping and plan for converting data elements which cannot be converted through automated tools and/or other exceptions.		X		
	7. Configure data conversion tools, as required to perform data conversion.	X			
	8. Provide all relevant technical documentation (development/configuration manuals etc.) on such data conversion scripts and tools.	X			
	9. Perform data conversion through automated or manual processes as approved by Court.	X			
	10. Deliverable: Create a comprehensive Data Conversion Test Plan for each source of data.	x			
	11. Review, approve and accept all Data Conversion Test Plans.		X		
	12. Deliverable: Conduct data conversion testing using Contractor’s validation process, identify errors and exceptions and document and provide a report on the testing results to Court.	X			
	13. Conduct data conversion re-testing until requirements are met.	X			
	14. Review, approve and accept conversion testing and retesting results.		X		
3.3.6	Deployment Requirement: Data Integration Services				
	Data Integration Services are the activities and Deliverables associated with the assessment, planning, design, development, modification, and testing of the data exchanges between the Court and county and state partners, and the Application. This includes justice partner exchanges and electronic services, as well as the Application portal. The following table identifies the Contractor’s and Court’s Data Integration Services tasks, roles and responsibilities.				

	Data Integration Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Create an inventory of data exchanges (local and statewide exchanges) including internal, justice partner, and Contractor exchanges and portal access, and create a Gap Analysis that assesses the existing (“as is”) state and scope of exchanges against the end state (“to be”) state and scope of exchanges.	X			
	2. Identify data exchange requirements between the current Court and partner systems and the Application, and analyze them against proposed data exchange standards, access requirements, etc. and present recommended exchanges to the Court.	X			
	3. Ensure that such data exchange requirements between the Court and partner systems and the Application are identified by working in conjunction with the Court and Court’s county and state justice partners (e.g., jail, probation, JCC, DOJ). Additionally, ensure that any gaps or exceptions identified in configuration or data conversion affecting data exchanges as well as deficiencies in the data exchange standards are also assessed.	X			
	4. Deliverable: Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.	X			
	5. Review, approve and accept the Gap Analysis.		X		
	6. Discuss Gap Analysis results with Justice Partners.	X			
	7. Deliverable: Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the “as is” to the “to be” states) including organization of local data exchange deployment team, including Court, Contractor and justice partner resources, as needed.	X			
	8. Review, approve and accept the detailed Data Exchange Deployment Plan		X		

	9. Deliverable: Develop and maintain a data integration pre-testing activities workbook including connectivity of Contractors/partners, development of Court policy file, and configuration of exchanges.	X			
	10. Review, approve, and accept the pre-testing activities workbook.		X		
	11. Perform the necessary activities to configure and deploy exchanges as required and approved by the Court.	X			
	12. Deliverable: Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Contractor’s validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.	X			
	13. Conduct data exchange deployment and integration re-testing until requirements are met.	X			
	14. Review, approve and accept data exchange deployment and integration testing and retesting results.		X		
	15. Provide Court with one data integration technical subject matter expert, as requested by the Court.	X			
	16. Perform Data Integration Services activities in synchronization with the Application Configuration Services.	X			
3.3.7	Deployment Requirement: Document Management System (DMS) Configuration Services				
	Document Management System (DMS) Configuration Services are the activities and Deliverables associated with developing and implementing DMS infrastructure requirements and integrating the DMS with the Application. The following table identifies the Contractor’s and Court’s Document Management System Configuration Services tasks, roles and responsibilities.				
	Document Management System Configuration Services Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court

	1. Deliverable: Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with Application.	X			
	2. Review, approve and accept plan and approach for integrating existing DMS with Application.		X		
	3. Deliverable: For pretrial that does not have an existing DMS, provide a plan and approach for:	X			
	· Gathering DMS requirements.				
	· Implementing the DMS infrastructure required (e.g., scanners, intermediate servers).				
	· Integrating DMS use into specific Application business processes (e.g., workflows).				
	· Integrating the DMS infrastructure with the hosted DMS application.		X		
	4. Review, approve and accept plan and approach for DMS infrastructure implementation and integration with Application for pretrial that do not have an existing DMS.		X		
	5. Deliverable: Perform integration of (new as well as existing) DMS with Application.	X			
	6. Review, approve and accept integration of (new as well as existing) DMS with Application.		X		
	7. Coordinate the implementation of the DMS infrastructure required and integrate with Application and the DMS application.	X			
3.3.8	Implementation Requirement: Testing Services				
	Testing Services are the activities and Deliverables associated with planning and executing testing for Acceptance by the Court of the entire set of contracted Deployment requirements (e.g., configuration, exchanges). The following table identifies the Contractor's and Court's Testing Services tasks, roles and responsibilities.				

	Testing Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Deliverable: Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.	X			
	2. Review, approve and accept the Test Plan.		X		
	3. Prepare and document test cases, test scripts and test data as required by the Test Plan.	X			
	4. Review, approve and accept test cases, test scripts, and test data.		X		
	5. Deliverable: Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all Application release versions issued prior to Final Acceptance of the Services.	X			
	6. Support Acceptance testing processes.	X			
	7. Conduct Acceptance testing.		X		
	8. Deliverable: Manage, identify, classify, and document any Deployment Services-related deficiencies or errors found as a result of testing, using prescribed tools.	X			
	9. Resolve Deployment requirements-related deficiencies and errors found as a result of testing. Such Resolution shall include retesting.	X			
	10. Deliverable: Document and provide the testing and retesting and traceability matrix results for approval.	X			
	11. Develop any additionally needed test scripts for any subsequent Application releases prior to a Final Acceptance of the Services.	X			
	12. Review, approve and accept testing, retesting and traceability matrix results.		X		

3.3.9	Implementation Requirement: Cutover and Stabilization Services				
	Cutover and Stabilization Services are the activities and Deliverables required to successfully manage the Cutover from existing systems to the Application (“go live” support) without affecting the day-to-day functioning and ensuring that the transition process to the Application is completed quickly and in the most efficient manner possible. The following table identifies the Contractor’s and Court’s Cutover and Stabilization Services tasks, roles and responsibilities.				
	Cutover and Stabilization Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Deliverable: Define and document the Cutover and Stabilization Services Plan to be performed by Contractor.	X			
	2. Review, approve and accept the Operational Cutover and Stabilization Services Plan.		X		
	3. Perform and coordinate cutover activities in accordance with the Cutover and Stabilization Services Plan.	X			
	4. Provide expert on-site support to Court and pretrial personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.	X			
	5. Provide expert on-site resolution of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage resolution through approved processes and procedures.	X			
	6. Perform all activities as provided, at minimum, in the defined exit criteria.	X			
	7. Coordinate with pretrial help desk as required, including problem management and Incident management processes.	X			
	8. Train help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.	X			
	9. Review, approve and accept scripts.		X		

3.3.10	Implementation Requirement: Training Services				
	Training Services are the activities and Deliverables associated with training the Application configuration administrators and End-Users for the purpose of supporting the Application and fully utilizing the functions and features of the applications through formal training (which may include classroom training, computer or web based training) and informal methods during the Deployment. The following table identifies the Contractor’s and Court’s Training Services tasks, roles and responsibilities.				
	Training Services Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Deliverable: Develop, document and maintain a Training Plan, including training schedule, instructor requirements, facilitator requirements, module/class structure, facilities requirements, alternative facility options, and specific training data issues.	X			
	2. Review, approve and accept the Training Plan.		X		
	3. Deliverable: Provide Application configuration and administration training to administrators.	X			
	4. Deliverable: Provide Application End-User training and help desk training.	X			
	5. Deliverable: Provide ongoing, pre-scheduled Application End-User training and help desk training for any subsequent Application releases prior to Final Acceptance of the Services.	X			
	6. Create and maintain the training configurations on the Application training instances as requested.	X			
	7. Deliverable: Provide DMS operational training to specified End-Users.	X			
	8. Deliverable: Provide specified End-Users with ongoing, pre-scheduled DMS operational training for any subsequent Application releases prior to Final Acceptance of the Services.	X			
	9. Review, approve and accept training.		X		
	10. Review, approve and accept justice partner training session.		X		

3.4	Implementation Requirement: Project Management Services				
	Implementation Project Management Services are the activities and Deliverables associated with providing project management throughout the term of the engagement. The following table identifies the Contractor's and Court's Implementation Project Management Services tasks, roles and responsibilities.				
	Implementation Project Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Provide project strategy and direction including overall scope and timelines.		X		
	2. Provide, and review with Court, Contractor project metrics reporting on Contractor's accomplishment of milestones, SLRs and associated Deliverables.	X			
	3. Review, approve and accept project metrics, SLRs, milestones and Deliverables.		X		
	4. Develop and present remediation plans to resolve Deployment Services related issues.	X			
	5. Review, approve and accept remediation plans to resolve Deployment Services related issues.		X		
	6. Deliverable: Participate in the creation of a local agency specific release plan.	X			
	7. Coordinate the Application releases between the pre-production environments to the production environment.	X			
	8. Participate as requested t in technical and business planning/governance meetings to establish and communicate decisions.	X			
	9. Adhere to Incident and problem management processes and tools.	X			
	10. Contractor Project Manager shall schedule and conduct weekly project status meetings with appropriate Contractor resources in accordance with the Project Communications Plan with Court Project Manager and other key participants as the Project Manager may require.	X			
	11. Participate in weekly project status report meetings.		X		

	12. Deliverable: Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.	X			
	13. Execute projects using PMI best practices including standard project life cycle activities, project initiation, planning, execution, control and closure, and Acceptance.	X			
	14. Coordinate all Services, activities and dependencies and serve as the single point of contact/interface to Court including coordinating Contractor, Third Party and Court resources to ensure the on-time delivery of tested/quality checked Deliverables as defined in the Project Plan.	X			
	15. Prepare and present a quarterly Executive Management Report in a mutually agreed upon format.	X			
	16. Deliverable: Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.	X			
	17. Provide single portal access for all documents and reports	X			
	18. Provide a regular Implementation Summary Report that includes current status of milestones and all SLRs.	X			
	19. Review, approve and accept Implementation Summary Report.		X		
	20. Deliverable: Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and Deliverables from deployment, including recommendations on content, structure and tools.	X			
	21. Review, approve and accept overall approach and strategy to manage and maintain a Deployment Knowledge Base.		X		
	22. Deliverable: Manage and maintain the specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and Deliverables.	X			
	23. Deliverable: Update the Deployment Knowledge Base with all deliverables and documents as a part of Cutover and Stabilization Services.	X			

	24. Review, approve and accept the updated Deployment Knowledge Base after all deliverables and documents.		X		
3.5	Implementation Requirement: Customer Satisfaction Management Services				
	Customer Satisfaction Management Services are the activities associated with developing, implementing and reporting on Customer Satisfaction surveys to the Court Project Management team. The following table identifies Contractor’s and Court’s Customer Satisfaction Management Services tasks, roles and responsibilities.				
	Customer Satisfaction Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	PTRA/Rationale and Benefit to the Court
	1. Establish Customer Satisfaction Survey requirements.		X		
	2. Deliverable: Develop Customer Satisfaction Survey in accordance with survey requirements.	X			
	3. Review, approve and accept Contractor developed Customer Satisfaction Survey.		X		
	4. Conduct quarterly Customer Satisfaction Surveys to the Court.		X		
	5. Meet with Court to review Customer Satisfaction reports and make recommendations on how to resolve customer dissatisfaction.	X			
	6. Deliverable: Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.	X			
	7. Review, provide additional input as required, approve and accept Customer Satisfaction Project Plan.		X		
	8. Execute Court-Accepted Customer Satisfaction Project Plan.	X			

Table F Service Level Requirements

Priority Level	Description		
1 - Emergency/Urgent	A Priority Level 1 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate and there is no Workaround available.		
2 - High	A Priority Level 2 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate, but a Workaround is available.		
3 - Medium	A Priority Level 3 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has impacted the application or component such that the non-critical component of the application is unavailable, will not work or is not operating as expected and there is a Workaround available.		
4 - Low	A Priority Level 4 Incident is generated if there is a Problem other than Priority Level 1, Priority Level 2, and Priority Level 3 Incidents.		

EXHIBIT 6

STATEMENT OF WORK (MODEL)

1 Statement of Work

1.1 Scope of Work

1.1.1 Contractor shall deploy a Pretrial Risk Assessment Application (PTRA) as well as all relevant and associated hosting, assessment, licensing, Maintenance, and other Support services that meets the technical and functional requirements set forth in this Agreement and in the time specified in the Participating Addendum and this Statement of Work. The scope includes interfacing with any existing CMS, JMS, or PMS, as well as the JCC statewide data repository, the CA DOJ, and other applicable justice partners; provided, however, that the number of interfaces, the scope of work and the associated costs will vary based on the requirements of individual JBEs, and this Section 1.1 may be modified in given Participating Addenda as mutually agreed. In addition, subject to the terms and conditions of Section 5 (“Configuration”) of Exhibit 3 (“General Terms and Conditions”) the PTRA shall integrate and be compatible with the latest version of the PSA, VPRAI, VPRAI-Revised or Ohio Risk Assessment System within six (6) months of the release of the latest version. The scope also includes PTRA deployment; deployment services; court network infrastructure assessment; hosting solution services; implementation and deployment services; licensing, Maintenance, and other Support services required to support the court as further described herein. Failure to meet any of the requirements remains Contractor’s responsibility and must be remedied at Contractor’s expense.

1.1.2 Court is responsible for backups for on-premise installations of any software developed as part of the project.

1.1.3 Contractor is responsible for internal quality control of all deliverables at no additional cost to Court. Court may engage its own quality assurance consultant to advise Court, and in such event, Contractor shall cooperate with Court’s consultant in providing information about the Project.

1.1.4 The general scope of the services to be provided by Contractor under this Agreement includes the provision of all of the work necessary on the part of Contractor to successfully implement the PTRA.

2 TASKS AND ASSOCIATED DELIVERABLES

2.1 Deliverables

2.1.1 Contractor and the Court will work jointly to produce the deliverables listed in this Section. Each deliverable is a joint responsibility of the Court and Contractor. The following table summarizes the tasks and deliverables that Contractor and Court will be required to perform to successfully complete the implementation. The table below is preliminary; the project Deliverables, with estimated completion dates, will be jointly finalized by both parties and set forth in a Project Work Plan within a commercially reasonable timeframe after the effective date of the Participating Addendum.

Deliverable		Description and Acceptance Criteria
1. Preliminary Business Analysis Services		
1.1	Discovery Meetings	Participate in meetings with the Court, Probation and/or pretrial staff to understand high-level requirements, priorities and existing team and reporting structure within the pretrial environment.
1.2	Preliminary Business Analysis Plan	Develop and present to a Preliminary Business Analysis Plan that clearly highlights the Contractor recommended steps to obtain the required knowledge to start the configuration process. This plan should clearly articulate the key steps that will be performed by the Contractor and Court for obtaining requisite knowledge as well as lay out the time and effort requirements from the court.
1.3	Preliminary Business Analysis Plan Presentation	Document the results of Preliminary Business Analysis and present to Court.
2. Implementation Strategy and Approach Services		
2.1	Implementation Strategy and Approach	Document and present to Court the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., Courts and justice partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.
2.2	Contractor Staffing Plan	Develop a Contractor Staffing Plan that identifies Contractor staff levels required at various points in the project and supports the implementation strategy and approach.
2.3	Court and Pretrial Staffing Plan	Recommend a Court and Pretrial Staffing Plan that identifies staff levels required at various points in the project and that will support the implementation strategy and approach.
2.4	Proposed Toolsets Methodology	Develop and present a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.
2.5	Environments Deployment Approach	Provide recommendations on appropriate deployment of logical environments to support Contractor's recommended deployment strategy (e.g., testing, data conversion, etc.)
3. Implementation/Deployment Project Management Services		
3.1	Implementation/Deployment Project Plan	Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Contractor and Court shall update this plan on a periodic basis as jointly determined (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software or an alternative project management tool approved by Court. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration Court holidays. Provide timelines for off-the-shelf product implementation as well as California specific

Deliverable		Description and Acceptance Criteria
		enhancement release timeline
3.2	Change Management Plan	Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.
3.3	Deployment Knowledge Base- Approach and Strategy	Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and Deliverables from deployment, including recommendations on content, structure and tools.
3.4	Deployment Knowledge Base- Manage and Maintain	Manage and maintain the specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and Deliverables.
3.5	Written Weekly Project Status Reports	Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.
4. Infrastructure Assessment and Implementation Services		
4.1	Infrastructure Assessment Plan	Develop and document an Infrastructure Assessment Plan and template for assessing all components of Pretrial’s technical infrastructure.
4.2	Infrastructure Assessment Plan Presentation	Document and present the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.
4.3	Network Infrastructure Hardware Assessment	Document and present an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.
4.4	Desktop Hardware Requirements Discovery	Provide documented findings of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.
5. Operational Process and Procedures Services		
5.1	Application Configurations Assessment	Assess the existing (“as is”) operational processes and procedures against the end state (“to be”) Application configurations, processes and procedures, and develop recommendations on processes that will meet requirements.
5.2	Approved Procedures Documentation	Document approved procedures in an approved format.
	Business Impact Analysis	Develop and provide a business impact analysis based on the “as is” versus “to be” assessment.
6. Application Configuration Services		
6.1	Application Configuration Strategy	Develop a detailed application configuration strategy that will meet requirements.
6.2	Application Configuration Plan	Develop and document a detailed application configuration plan that links to data exchange configuration.
6.3	Application Configuration Workbook Maintenance	Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).
6.4	Forms, Notices, And Reports Design Documents	Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court and Pretrial.
6.5	Configuration Testing	Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.
7. Data Conversion Services		

Deliverable		Description and Acceptance Criteria
7.1	Data Conversion Strategy and Data Conversion Plan	Assess the existing (“as is”) sources of data (including software, code, functionality, and data) against the end state (“to be”) Application, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment.
7.2	Data Schema/Maps	For each source of data, develop and document the detailed data schema/maps from current systems to the Application.
7.3	Alternative Conversion Elements	For each source of data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).
7.4	Data Conversion Test Plan	Create a comprehensive Data Conversion Test Plan for each source of data.
7.5	Data Conversion Testing	Conduct data conversion testing using Contractor’s validation process, identify errors and exceptions and document and provide a report on the testing results to Court.
8. Data Integration Services		
8.1	Gap Analysis	Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.
8.2	Data Exchange Deployment Plan	Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the “as is” to the “to be” states) including organization of local data exchange deployment team, including Court, Contractor and justice partner resources, as needed.
8.3	Data Integration Pre-Testing Activities Workbook	Develop and maintain a data integration pre-testing activities workbook including connectivity of Contractors/partners, development of Court policy file, and configuration of exchanges.
8.4	Data Exchange Deployment	Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Contractor’s validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.
9. Document Management System (DMS) Configuration Services		
9.1	DMS Integration Plan and Approach	Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with Application.
9.2	DMS Implementation Plan and Approach	For pretrial that does not have an existing DMS, provide a plan and approach for Gathering DMS requirements; Implementing the DMS infrastructure required (e.g., scanners, intermediate servers); Integrating DMS use into specific Application business processes (e.g., workflows); Integrating the DMS infrastructure with the hosted DMS application.
9.3	DMS Integration with Application	Perform integration of (new as well as existing) DMS with Application.
10. Testing Services		
10.1	Test Plan	Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.
10.2	User Acceptance Testing	Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all Application

Deliverable		Description and Acceptance Criteria
		release versions issued prior to Final Acceptance of the Services.
10.3	Deployment Services-related Deficiencies Management	Manage, identify, classify, and document any Deployment Services-related deficiencies or errors found as a result of testing, using prescribed tools.
10.4	Test Management	Document and provide the testing and retesting and traceability matrix results for approval.
11. Cutover and Stabilization Services		
11.1	Cutover and Stabilization Services Plan	Define and document the Cutover and Stabilization Services Plan to be performed by Contractor.
11.2	Deployment Knowledge Base-Update	Update the Deployment Knowledge Base with all deliverables and documents as a part of Cutover and Stabilization Services.
11.3	Final Configuration Workbook Submission	Create and submit a detailed configuration workbook listing the final application configuration details of the Application.
11.4	Go Live	Successfully manage the Cutover from existing systems to the Application ("go live" support) without affecting the day-to-day functioning and ensuring that the transition process to the Application is completed quickly and in the most efficient manner possible, performing and coordinating cutover activities in accordance with the Cutover and Stabilization Services Plan, and as provided, at minimum, in the defined exit criteria.
11.5	Expert On-Site Support	Provide expert on-site support to Court and pretrial personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.
11.6	Expert On-Site Resolution	Provide expert on-site resolution of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage resolution through approved processes and procedures.
11.7	Help Desk Coordination	Coordinate with pretrial help desk as required, including problem management and Incident management processes.
11.8	Help Desk Training	Contractor will provide training to the Court trainers. Help desk training will be provided by the Court Trainers.
12. Training Services		
12.1	Training Plan	Develop, document and maintain a Training Plan, including training schedule, instructor requirements, facilitator requirements, module/class structure, facilities requirements, alternative facility options, and specific training data issues.
12.2	Application Configuration and Administration Training	Provide Application configuration and administration training to administrators.
12.3	End-User and Help Desk Training	Contractor will provide training to the Court Trainers.
12.4	DMS Operational Training I	Contractor will provide training to the Court Trainers. DMS operational training will be provided by the Court Trainers.
12.5	DMS Operational Training II	Contractor will provide training to the Court Trainers. DMS operational training will be provided by the Court Trainers.
12.6	DMS Operational Training III	Contractor will provide training to the Court Trainers. DMS operational training will be provided by the Court Trainers.

Deliverable		Description and Acceptance Criteria
13. Customer Satisfaction Management Services		
13.1	Customer Satisfaction Survey	Develop Customer Satisfaction Survey in accordance with survey requirements.
13.2	Customer Satisfaction Project Plan	Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.

2.2 Provisions Applicable to All Deliverables

2.2.1 Each deliverable is subject to the acceptance criteria identified in the table in section 2.1.1 above. When Contractor has determined that the conditions for acceptance of a particular deliverable have been satisfied, it shall notify Court in writing. Except as otherwise agreed to by the Parties in writing, Court shall in good faith review the deliverable to ensure that the acceptance criteria for such deliverables have been satisfied, following which Court shall, within ten (10) business days:

- (i) Issue to Contractor a signed Acceptance and Sign-Off Form (Exhibit 7);
- (ii) Issue to Contractor a Notice of Deficiency, containing the reasons for rejection, including a reasonably detailed description of the deficiencies that must be remedied and a description of the acceptance criteria that have not been satisfied; or
- (iii) Advise Contractor in writing that Court needs to extend the review period by an additional ten (10) business days in order to complete its review.

2.2.2 Failure by Court to provide a Notice of Deficiency will not be deemed acceptance by Court, provided that in no event will Court unreasonably delay the acceptance of a deliverable beyond the foregoing time periods.

2.2.3 Following receipt of a Notice of Deficiency:

- (i) Contractor shall remedy the described deficiencies within fifteen (15) business days or such time period as stated in the Notice of Deficiency or as otherwise agreed to by the Parties in writing, at no additional cost to Court.
- (ii) Upon receipt of a notification from Contractor that the deficiencies have been corrected, or upon the submission of additional satisfactory materials, Court shall review such submission to determine whether the acceptance criteria have been satisfied.
- (iii) This process of correcting deficiencies will continue at no additional charge to Court until all deficiencies have been corrected and the acceptance criteria have been satisfied.

2.2.4 Contractor shall not proceed with any activity under this Agreement that is

conditioned upon Court acceptance of a deliverable in the absence of such acceptance as contemplated herein, except as expressly authorized by Court in writing. Such authorization to proceed does not constitute acceptance of the deliverable and does not obligate Court to pay for such deliverable.

2.3 Written Deliverables

2.3.1 “Written Deliverables” means any and all documents required to be delivered by Contractor and Court under this Agreement, including but not limited to, project plans, requirements documents, design documents, software documentation, acceptance criteria, and test plans.

2.3.2 All Written Deliverables are subject to Court’s review and must meet the applicable requirements.

2.3.4 Court shall use reasonable efforts to review draft Written Deliverables and return with comments for revision by Contractor within ten (10) business days of submission, or such other time as indicated in the Project Timeline. Within five (5) business days of receipt or such other time jointly agreed by both parties, Contractor shall revise the Written Deliverable as requested and resubmit to the Court Project Manager. This process will continue until the Written Deliverable is accepted.

2.3.5 In order to be accepted by Court, each Written Deliverable must: (i) satisfy the scope and requirements for the Written Deliverable, (ii) be presented in a format appropriate for the subject matter and depth of discussion, and (iii) meet the acceptance criteria applicable to the particular Written Deliverable.

2.4 Review and Approval of Non-Document Deliverables

2.4.1 Court approval of the deliverables associated with non-document deliverables will be based on the outcome of the noted validation and test results. The various tests will be reviewed and evaluated using the following defect ratings. Approval will be based on test results with no defects of critical or high severity or priority ratings, and with a minimal number (quantity to be mutually agreed prior to testing) of medium and low severity ratings. Any defect caused by incomplete, corrupt and or incompatible data in the data conversion will not be subject to this clause.

2.4.2 Defect Rating: The following Defect Severity and Defect Priority standards shall be followed.

Defect Severity

Severity	Description
Critical	A system malfunction exists which prevents the user from carrying out one or more critical business operations and/or causes extensive impact to data. No work-around exists.
High	A system malfunction exist which restricts or prevents the user from carrying out one or more critical business operations and/or causes extensive impact to data. A workaround exists and provides an adequate alternative solution with no impact to data.
Medium	A system malfunction exists which restricts or prevents the user from carrying out one or more non-critical business operations. A workaround exists and provides an adequate alternative solution with no impact to data.
Low	A minor or cosmetic fault with no impact to data; no work-around is necessary.

Defect Priority

Defect Category	Description
Critical	A defect that must be resolved immediately.
High	A defect that must be resolved prior to the next phase of testing or Go-Live.
Medium	A defect that must be repaired in the next build or version.
Low	A defect that must be repaired but can be deferred until a future release.

2.4.3 Both Contractor and Court will participate in categorizing and prioritizing each of the defects to determine criticality, priority, and impact.

2.5 Final Acceptance of the System

2.5.1 “Final Acceptance” means a good faith determination by Court that PTRAs system meets all of the acceptance criteria of this Agreement. Final Acceptance must be received prior to Go-Live.

2.6 Payment Schedule

2.6.1 There are no upfront, one-time license fees or implementation progress payments. The initial annual license and maintenance fees and the professional service fees to date are payable upon Final Acceptance and Sign-off.

2.7 Meetings and Reports

2.7.1 Status Meetings: The Contractor Project Manager and any Contractor staff determined to be needed will participate with the Court Project Manager in regular project status meetings. Status meetings may be conducted either in person or by teleconference.

2.7.2 Status Reports: The Contractor Project Manager will provide to the Court regular Project status reports. The status reports will cover the following topics at a minimum:

- Status of planned key milestones differentiated as follows:
 - On target to complete as scheduled
 - Behind schedule with minimal expected impact on Project Timeline. Current projections indicate an increase of the project duration by 5% or less.
 - Behind schedule and likely to impact project end date. Delay could result in an increase of the project duration by more than 5%.
- Schedule summary
 - Completed since last meeting
 - In progress – on schedule
 - In progress but behind schedule
 - Behind schedule to start
 - Work to be completed next

2.7.3 Risk & Issue Management: The Contractor Project Manager will work with the Court Project Manager to develop project-specific risk and issue logs. These logs will be the outcome of Project Managers' activities identifying, analyzing, planning mitigation activities, tracking, controlling, and communicating risks and issues.

2.7.4 Defect Tracking: Problems and defects associated with the PTRAs system shall be tracked by Contractor's Project Manager. Contractor's Project Manager will work with the Court Project Manager to analyze, categorize (by severity), and prioritize defects and ensure that (a) any problems identified are analyzed to determine the cause of the problem, and (b) schedule estimates for the correction of the identified defects. The Contractor Project Manager will provide a weekly update of the status and scheduled resolution of identified defects.

EXHIBIT 7
ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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 Work.

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:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

1. Contractor's Pricing Summary

Since governments normally have limited capital budgets, we (JTI) lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the court to plan for growth in a cost conscious way and provides reinforcement and incentives in a "succeed-or-lose" environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the court pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. *Because we lease eProbation, our name for the PTRAs, it is under continuous warranty.*

There are no upfront or one-time license fees. Work related to finalizing the Project Work Plan, which is part of professional services, will be billed in an amount equaling six (6) percent of the relevant JBE's total professional services fees (as set forth in rows 2-4 of the Cost Submission Matrix within Section A ("Licensed Software fees; third party software fees"), below) when Contractor finalizes and the JBE approves of the Project Work Plan. The annual eProbation license and maintenance fees and the remaining professional service fees to date are due just before each Go-Live. (For this calculation, we have assumed that each implementation will take one year during which there will be no licenses, maintenance and support fees.) Because eProbation is configurable, there should be no customization required, except for the interfaces.

We use the following methodology to calculate the annual license, maintenance and support and hosting fees which are based on a sliding scale with an annual minimum. Consequently, the required automated "Fee Per" cost schedules had to be adjusted to provide the Potential Costs. We will include eProbation licenses for the number of court named users requested by the JBE, and additional user licenses (10% of court named named users) for unlimited use of eProbation Public Portal by the public, including lawyers, and (20% of those users) for unlimited use by other governmental agencies, including those accessing the systems via interfaces, which means that 1.3 user licenses will need to be purchased for each named court user to account for these additional user licenses. The actual number of user licenses will be used to determine the annual fee, with 50 licenses being the minimum. The annual License, Maintenance and Support Fees and, if such JBE also requests Hosted Services, for each JBE will be determined pursuant to the pricing schedule set forth below, with a minimum annual License, Maintenance and Support Fee of \$50,000 and a minimum annual Hosted Services Fee of \$40,000.

Pricing Table for System User Licenses for Centralized System

<u>User Groups*</u>	<u>Licenses</u>	<u>Annual License, Maintenance and Support Fees</u>		<u>Annual Hosting Fees excluding additional storage costs</u>	
		<u>Per License</u>	<u>For Group</u>	<u>Per License</u>	<u>For Group</u>
1-50	50	\$ 1,000	\$ 50,000	\$ 800	\$ 40,000
51-100	50	800	40,000	500	25,000
101-200	100	700	70,000	300	30,000
201-500	300	500	150,000	250	75,000
501-1000	500	350	175,000	200	100,000

* Prorated after 50 user licenses. The Annual License, Maintenance and Support Fees and Hosting Services Fees are governed by a five-year with an annual CPI adjustment.

The above pricing chart shall in no event prevent or restrict Contractor and any group of the smaller JBE courts from negotiating a different mutually agreed pricing structure below the standard minimum annual rate for the group members, each of whom would be required to sign on to this Agreement via separate Participating Addenda.

Notes

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure the systems when your business processes change.

There must be significant involvement from your IT personnel during the conversions and interfaces. We do not have specific requirements. Since your IT department will become familiar with eProbation’s API, you will be able to assist with and maintain the interfaces as well as develop interfaces. Each court will be responsible for ensuring the cooperation of their other contractors that are counterparts to the conversions and interfaces. Each data exchange per interface will cost \$15,000.

The JBE with support from JTI is responsible for the mapping and transfer of its legacy data to a common database system provided by JBE personnel. From the common database we will insert it into eProbation, thus completing a full data conversion. Your team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. Although we have provided estimated costs for conversions, those will be done pursuant to a Statement of Work as part of the Participation Addendum.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment and system software you need in the planning process. We do not provide hardware and its maintenance and support and the infrastructure including related costs.

We have also included in the pricing table above our annual Hosted Services fee structure and pricing for Amazon (AWS) GovCloud. If you elect to have the system hosted in the cloud, the total annual hosting fee will be determined pursuant to the pricing table set forth above based on the number of User licenses for such JBE, which includes 1 terabyte (TB) of database storage, with each additional TB costing \$1000 annually. Document storage is charged in according with a JBE’s usage, and pursuant to the table set forth below. Fees for document storage are billed on a monthly basis, and such fees are subject to change upon sixty (60) days notice by JTI.

Pricing Table for Document Storage

Service	Price per month
Storage	\$0.093 per GB

A processing fee of 3% of the total monthly cost will be added for payments made using credit cards. A processing fee of \$5 will be added for payments made using eCheck. These fees are non-refundable for any reason. JTI will not refund, and will not be obligated or required to refund, any storage fees under any circumstances.

In addition to the annual Hosting and Storage Fees that will be charged during the License Term, if the court elects to have JTI host the data conversion testing environment during the project implementation phase prior to Go Live because the court doesn't meet the system requirements, then the court shall pay JTI a minimum monthly fee according to the pricing table above for such Hosted Services provided prior to Go Live.

There are no software escrow fees, if you use our Software Escrow Agreement. We will prepare our proposal on the assumption that the court is hereby exempt from federal excise taxes and is not subject to any California or other local sales or use taxes.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Other projects, including legislative, Judicial Council and fine and fee changes, and any other updates made pursuant to Section 5 ("Configuration") of Exhibit 3 ("General Terms and Conditions"), and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Our current blended hourly rate is \$175. However, because eProbation is configurable, the IT department and power users will be able to make most changes.

Since most of the professional services will be devoted to the configuration of eProbation, we have recorded these costs in the cost schedules. Our individual staff members will do multiple tasks – configuration of screens and workflows, notifications and documents, searches and reports, training administrators and staff trainers and project management especially for the smaller courts. Consequently, we have grouped in Local configuration all related activities including training, which begins day one. When the individual Participating Addenda are established, the costs will be finalized. The courts should provide SMEs for each case type or groups of case types, IT and accounting personnel and a full-time project manager especially for the larger courts.

A. Licensed Software fees; third-party software fees.
COST SUBMISSION MATRIX

Summary Tab

Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories	Cost SMALL*	Cost MEDIUM*	Cost LARGE*	Cost in RFP ENTERPRISE	Explanation/Notes (if necessary)
1. Software License Fees	\$ -	\$ -	\$ -		
2. Professional Services (Small Court/CJP)	\$330,000.00				125 courtusers but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for small courts. Also see Cost Overview. These costs do not include hosting fees.
3. Professional Services (Medium Court/CJP)		\$460,000.00			325 courtusers but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for medium courts. Also see Cost Overview. These costs do not include hosting fees.
4. Professional Services (Large Court/CJP)			\$720,000.00		750 courtusers but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for large courts. Also see Cost Overview. These costs do not include hosting fees.
5. Maintenance and Support	\$540,000.00	\$1,088,000.00	\$1,908,000.00	\$ -	
6. Other Costs	\$ -	\$ -	\$ -	\$ -	
7. Hosted Costs (if applicable)	\$ -	\$ -	\$ -		
	\$ 870,000.00	\$ 1,548,000.00	\$ 2,628,000.00	\$ -	

* “Small Court/CJP” consists of 1-250 users; “Medium Court/CJP” consists of 251-500 users and “Large Court/CJP” consists of 500-1000+ users. The sample size of users is the middle of each range: Small – 125; Medium – 325; Large – 750. For purposes of this Exhibit 8, the term “CJP” refers to Court Justice Partners, and includes law enforcement, county probation departments, immigration judicial, or other governmental entities.

JTI is amenable to a variable pricing model that would provide reduced annual license, maintenance and support fees for small JBEs, provided the total number of users of the licensed software meets and remains above a certain minimum threshold.

As a default, the Establishing JBE and any JBEs that enter into a Participating Addendum would pay JTI’s standard annual fees.

If, however, at least seventy-five (75) percent of the aggregate users within the Establishing JBE’s court system are using the licensed software, JTI will provide reduced annual license, maintenance and support fees for small JBEs, which designation shall be determined based on individual JBEs’ user count. (The reduced annual fees for small JBEs if at least 75% of the aggregated users within the JCC court system are using eProbation includes: Less than 10 users at \$25,000 and 10 to 25 users at \$40,000. Any user count above 25 will fall under our minimum standard annual rate of \$50,000. Annual

CPI adjustments will apply to these fees.

For the avoidance of doubt, the continuation of such price reduction would be contingent upon the total number of users remaining above the threshold described in the preceding paragraph. If at any point the number of users were to fall below seventy-five (75) percent threshold of the aggregate users within the Council's court system, any reduced pricing JTI had offered to any JBE would rescind and the pricing model for all then-participating JBEs would revert to JTI's default pricing model.

B. Maintenance and Support Services fees
Annual Maintenance and Support

Contractor’s costs do not include software upgrades due to changes in the law, which updates shall be made pursuant to Section 5 (“Configuration”) of Exhibit 3 (“General Term and Conditions”). Subject to the terms and conditions of Section 5 of Exhibit 3, Contractor must be willing to provide non-scope upgrades or modifications to the PTRAs that are paid for by a single Court to be available for use to all other Court/CJPs at no additional cost.

Maintenance and support details	Proposed Cost in RFP*	Explanation/Notes (if necessary)
Small Court/CJP		125 courtusers but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for small courts. Also see Cost Proposal Overview. These costs do not include hosting fees.
Year 1		
Year 2	\$ 135,000.00	
Year 3	\$ 135,000.00	
Year 4	\$ 135,000.00	
Year 5	\$ 135,000.00	
Subtotal	\$ 540,000.00	
Discount		
Total License Fee	\$ 540,000.00	
Medium Court/CJP		325 courtusers but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for medium courts. Also see Cost Proposal Overview. These costs do not include hosting fees.
Year 1		
Year 2	\$ 272,000.00	
Year 3	\$ 272,000.00	
Year 4	\$ 272,000.00	
Year 5	\$ 272,000.00	
Subtotal	\$ 1,088,000.00	
Discount		
Total License Fee	\$ 1,088,000.00	
Large Court/CJP		750 court users but the annual fees will be based upon actual named users. We believe the actual number of named users will be lower for large courts. Also see Cost Proposal Overview. These costs do not include hosting fees.
Year 1		
Year 2	\$ 477,000.00	
Year 3	\$ 477,000.00	
Year 4	\$ 477,000.00	
Year 5	\$ 477,000.00	
Subtotal	\$ 1,908,000.00	
Discount		
Total License Fees	\$ 1,908,000.00	
Enterprise Licensing		n/a
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Subtotal	\$ -	
Discount		
Total License Fee	\$ -	

*As set forth above, an annual CPI increase shall be applied to the Annual License, Maintenance and Support Fees and any Hosting and Storage Fees.

C. Service and Contractor Personnel rates table.

Professional Services

SMALL

Contractor Name:

Journal Technologies, Inc.

Estimated Professional Services By Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Phase	Activity (Prof Services)	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
		Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																	
	Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Infrastructure design / HW & SW Inventory list and build instructions			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase I Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase II - Configuration and business case testing																	
	Local configuration			\$ -	\$ -			\$ -	\$ 280,000			\$ -	\$ -			\$ -	\$ -
	Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase II Total	0	0	\$ -	\$ -	0	0	\$ 280,000	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase III -Deployment																	
	Data Migration**			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 50,000			\$ -	\$ -
	End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase III Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ 50,000	\$ -	0	0	\$ -	\$ -
	Grand Total	0	0	\$ -	\$ -	0	0	\$ 280,000	\$ -	0	0	\$ 50,000	\$ -	0	0	\$ -	\$ -

*Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

**Data Conversion cost: This assumes that JTI will only be converting from one source database only. If there are additional databases or systems then there will be an additional cost that will need to be determined.

Professional Services

SMALL

Contractor Name: Journal Technologies, Inc.

**Estimated Professional Services By
Implementation Phase and Activity**

2. Assumed Court/CJP Hourly Participation (Please input the estimated "Hours" only)***

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services				
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			
Phase I - Initiation and Infrastructure Setup																	
Business Assessment and plan build																	
Infrastructure design / HW & SW Inventory list and build instructions																	
Project plan build/accept																	
Phase I Total	0	0			0	0			0	0			0	0			
Phase II - Configuration and business case testing																	
Common configuration																	
Local configuration																	
Unit Testing																	
Integration testing																	
Phase II Total	0	0			0	0			0	0			0	0			
Phase III -Deployment																	
Data Migration																	
End to End Testing																	
Training (User and Admin)																	
User Acceptance Testing																	
Go-Live support																	
Post go-live support																	
Other																	
(add additional cells if needed)																	
Phase III Total	0	0			0	0			0	0			0	0			
Grand Total	0	0			0	0			0	0			0	0			

*** Court hours: The client should provide SMEs, IT and accounting personnel and a full-time project manager especially for the larger courts for the duration of the project.

Professional Services

MEDIUM

Contractor Name:

Journal Technologies, Inc.

Estimated Professional Services By Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Phase	Activity (Prof Services)	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
		Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																	
	Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Infrastructure design / HW & SW Inventory list and build instructions			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase I Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase II - Configuration and business case testing																	
	Local configuration			\$ -	\$ -			\$ -	\$ 385,000			\$ -	\$ -			\$ -	\$ -
	Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase II Total	0	0	\$ -	\$ -	0	0	\$ 385,000	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase III -Deployment																	
	Data Migration**			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 75,000			\$ -	\$ -
	End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase III Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ 75,000	\$ -	0	0	\$ -	\$ -
	Grand Total	0	0	\$ -	\$ -	0	0	\$ 385,000	\$ -	0	0	\$ 75,000	\$ -	0	0	\$ -	\$ -

*Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

**Data Conversion cost: This assumes that JTI will only be converting from one source database only. If there are additional databases or systems then there will be an additional cost that will need to be determined.

Professional Services

MEDIUM

Contractor Name:

Journal Technologies, Inc.

Estimated Professional Services By Implementation Phase and Activity

2. Assumed Court/CJP Hourly Participation (Please input the estimated "Hours" only)***

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project Plan build/accept																
Phase I Total	0	0			0	0			0	0			0	0		
Phase II - Configuration and business case testing																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
Phase II Total	0	0			0	0			0	0			0	0		
Phase III -Deployment																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
(add additional cells if needed)																
Phase III Total	0	0			0	0			0	0			0	0		
Grand Total	0	0			0	0			0	0			0	0		

*** Court hours: The client should provide SMEs, IT and accounting personnel and a full-time project manager especially for the larger courts for the duration of the project.

Professional Services

LARGE

Contractor Name: Journal Technologies

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Phase	Activity (Prof Services)	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
		Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																	
	Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Infrastructure design / HW & SW Inventory list and build instructions			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase I Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase II - Configuration and business case testing																	
	Local configuration			\$ -	\$ -			\$ -	\$ 620,000			\$ -	\$ -			\$ -	\$ -
	Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase II Total	0	0	\$ -	\$ -	0	0	\$ -	\$ 620,000	0	0	\$ -	\$ -	0	0	\$ -	\$ -
Phase III -Deployment																	
	Data Migration**			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 100,000			\$ -	\$ -
	End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	Phase III Total	0	0	\$ -	\$ -	0	0	\$ -	\$ -	0	0	\$ -	\$ 100,000	0	0	\$ -	\$ -
	Grand Total	0	0	\$ -	\$ -	0	0	\$ -	\$ 620,000	0	0	\$ -	\$ 100,000	0	0	\$ -	\$ -

*Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

**Data Conversion cost: This assumes that JTI will only be converting from one source database only. If there are additional databases or systems then there will be an additional cost that will need to be determined.

Professional Services

LARGE

Contractor Name:

Journal Technologies

Estimated Professional Services By Implementation Phase and Activity

2. Assumed Court/CJP Hourly Participation (Please input the estimated "Hours" only)***

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project Plan build/accept																
Phase I Total	0	0			0	0			0	0			0	0		
Phase II - Configuration and business case testing																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
Phase II Total	0	0			0	0			0	0			0	0		
Phase III -Deployment																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
(add additional cells if needed)																
Phase III Total	0	0			0	0			0	0			0	0		
Grand Total	0	0			0	0			0	0			0	0		

*** Court hours: The client should provide SMEs, IT and accounting personnel and a full-time project manager especially for the larger courts for the duration of the project.

D. Licensing and Hardware Fees for Contractor/Contractor Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)**
Production Environment		
	<i>Court/CJP</i>	
Testing and Development Environment		
	<i>Court/CJP</i>	
Subtotal	\$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		See Contractor's Cost Proposal Overview.
Subtotal	\$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
Subtotal	\$ -	
Subtotal	\$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	\$ -	

Annual Software Maintenance Fees		
Production & NonProduction Environments		
	<i>Court/CJP</i>	
Total	\$ -	

Third-Party Software (Annual Maintenance) (Defined as ancillary software that works in conjunction with primary software)		
Total	\$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	\$ -	
Subtotal	\$ -	
Less Discount		
Total Annual Software Maintenance	\$ -	

E. Other Fees

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost
Document Scanning Services			\$0			\$0			\$0			\$0
DMS Integration			\$0			\$0			\$0			\$0
Integration Services (integration using web Services API)			\$0			\$0			\$0			\$0
Additional Data Exchanges/Interfaces			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
			\$0			\$0			\$0			\$0
Total			\$0			\$0			\$0			\$0

2. Fee or Price Adjustments During Term.

A. Initial Term. Contractor may not increase any of Contractor's prices, fees, and rates set forth in this Exhibit 8 during the Initial Term, except that, as set forth above in this Exhibit 8, (i) additional fees will be payable for additional users added by a JBE, which additional fees shall be calculated in accordance with the pricing chart set forth above, and (ii) following a JBE's execution of a Participating Addendum, such JBE's annual License, Maintenance and Support Fees and Hosted Services Fees are subject to an annual CPI adjustment (calculated in accordance with the CPI geographic index referenced in paragraph 2.b. below) after the first year of such JBE's Go-Live. This provision does not restrict a JBE from negotiating lower fees in such JBE's Participating Addendum.

B. Option Terms. Upon the commencement of each Option Term, Contractor may elect to increase the annual license, maintenance, support, professional service rates and Hosted Services fees; provided, however, that such percentage increase may not exceed an amount such that the cumulative percentage increase (counting such percentage increase and all prior percentage increases) exceeds the cumulative percentage increase in the Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, West Region, All Items as published by the United States Bureau of Labor Statistics, and currently available at this URL: https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm, from the Effective Date to the date of such annual percentage increase.

3. Payment Terms.

A. Invoice Procedures. After the JBE has accepted Services and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for services (including Maintenance and Support Services) or Work, other than Work to finalize the Project Work Plan, prior to live, productive use of the Licensed Software ("Go-Live"). Annual license, maintenance and support fees, remaining professional services fees, and annual hosting and storage fees (if Hosted Services are requested) for the first year of the license term will be paid by each JBE immediately prior to Go Live for such JBE after such JBE has made the determination to proceed with Go Live.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) only to the extent such invoiced fees are not for Service or Work performed on a fixed fee basis, such as additional Work ordered pursuant to an additional Statement of Work, all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work delivered, including, to the extent applicable to the invoiced fees, the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information to the extent such information is applicable to the invoiced fees:

- a) purchase order or agreement number;
- b) service request date, if applicable;
- c) detailed description of service(s), including the following information: i. location where service(s) were performed; ii. description of service(s) performed;
- d) hours billed;
- e) hourly billing rate;
- f) approved reimbursable expenses;
- g) list of materials used, with pricing;
- h) date of service completion;
- i) name and address of contractor;
- j) Contractor's federal taxpayer identification number.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

E. 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.

END OF EXHIBIT 8

EXHIBIT 9

CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES

All Contractor expenses, including travel, are included in Contractor's prices set forth in Exhibit 8 or, with respect to any additional Services or Work ordered pursuant to an additional Statement of Work entered into following the execution of the JBE's Participating Addendum, will be included in the mutually agreed price set forth in such Statement of Work. Contractor will not be reimbursed for any expenses.

END OF EXHIBIT 9

EXHIBIT 10

MAINTENANCE AND SUPPORT

I. ERRORS AND CORRECTION

1. Classification of Errors. “Error” shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

Service Level 1: An Error causing (i) “crashes” of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. “Circumvention” means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as “Urgent”).

Service Level 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as “Critical”).

Service Level 3: An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as “Serious”).

Service Level 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as “Minor”).

2. Error Correction. Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

a) Contractor shall provide the JBE with names and telephone numbers of Contractor engineering and/or support staff who are to be contacted by the JBE during Contractor’s normal support hours set forth in Section 2.4 of Exhibit 4 to report Errors. If an Urgent Error occurs outside of normal support hours, support can be reached on a seven (7) day a week, twenty-four (24) hours a day basis via an emergency extension that will be provided to the JBE.

b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within four (4) working hours, and Contractor and the JBE shall promptly agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Level 1 Errors as soon as possible, but within no more than 48 hours, and Contractor shall resolve Service Level 2 Errors as soon as possible, but within no more than sixty (60) working days, of receiving information and documentation describing the error(s) and verifying the steps to reproduce the issue from the JBE. Contractor shall use its best efforts to resolve Service Level 3 Errors as soon as possible, but within no more than ninety (90) working days. Contractor shall use its best efforts to resolve Service Level 1 and 2 Errors by delivering emergency releases to the JBE, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

d) An Error is considered resolved when Contractor has successfully implemented a permanent fix or alternative procedure which has corrected the Error in all material respects or eliminated the adverse effect of the Error in all material respects.

e) Resolution time does not include any time period(s) during which Contractor is waiting on information, clarification or task completion by the JBE.

3. Escalation Procedure. In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 10, Contractor shall initiate the following escalation procedure:

Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one senior-level technician or engineer. Such resources shall be on-site at the JBE's location, or at such location as is appropriate given the nature of the required corrections. For a Service Level 1 or Level 2 situation, the Contractor's Product Lead shall notify the JBE at frequent intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

Escalation Stage 2: After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Director of Implementations shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 or Level 2 situations, Contractor's Director of Implementations shall contact the JBE at frequent intervals until the situation is resolved.

Escalation Stage 3: After a total of forty-eight (48) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 10 for a Service Level 1 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE; provided, however, that in the event Contractor is prevented from being reasonably able to send a representative to the JBE's site due to acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, epidemics, or pandemics, Contractor's most technically qualified representative shall work remotely to continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.

II. SERVICE LEVELS

Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum (collectively, the "Hosted Services") shall, at a minimum, meet the following service levels:

The Hosted Services shall be available at the server level twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime). In an event of a system failure or catastrophic disaster, the hosted services shall minimize JBE data loss. Commencing ninety (90) days after Go Live, in the event that the Hosted Services fail to meet an availability of 99.9% in any calendar month (excluding agreed-upon maintenance downtime and downtime resulting from any cause beyond Contractor's reasonable control including, without limitation, outages of the AWS system beyond JTI's reasonable control, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, epidemics, or pandemics), commencing with the first calendar month that commences at least ninety (90) days following Go Live, the JBE will be entitled to a service credit equal to two and one-half percent (2.5%) of the annual Hosted Services fee divided by twelve (12) for each 30 minutes of unavailability below 99.9% in that month. All service credits accrued during a year will be aggregated to produce a total credit to be applied against the next annual Hosted Services invoice, subject to a maximum credit of ten percent (10%) of the annual Hosted Services fee. Contractor will make available a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

Commencing ninety (90) days after Go Live, if the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more

months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participating Addendum for material breach.

The hosted solution will comply with applicable Judicial Council security policies (ref. National Institute of Standards and Technology (NIST) Special Publication 800-53)

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Agreement.

END OF EXHIBIT 10

EXHIBIT 11

TRAINING

We (Contractor or JTI) provide direct training for those with specialties and train-the-trainer for others. Training will be integrated into all facets of configuration and implementation. Training begins on day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure the application when your business processes change and moreover support the system from day one.

The training program and documentation will be tailored to your configured screens, processes and procedures for each court and case type or group of case types. We need to train what was configured. The court's staff will be deeply involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program.

Training and online "help" share the three components of the online documentation. All of the help functions can also accommodate both audio and video.

1. The universal view provides the complete application documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews.
2. Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information.
3. Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open.

We work to minimize future dependency on us through knowledge transfer and the development of a client Help Desk that is staffed by experienced individuals who have worked on the project and thus have both a firm grasp of the application and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network, and user errors being handled locally in an expeditious manner with us standing by to provide support or to handle problems related to software defects or functionality deficiencies.

System administrators will be involved (trained) from the start and will include configuration, workflow and the associated business rules, notice mapping, form generating, document scanning, etc. Actual learning takes place by doing; thus, the technical staff will be involved in all stages of the implementation.

EXHIBIT 12

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable case management system software program (the "Substitute Product") if requested by the JBE, and (ii) provide all assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the "Transition Period"), and may include, upon the JBE's request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor's obligations under this Agreement; (ii) take such action as may be necessary or as directed by the JBE to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an interest; (iii) continue performance of any work as directed by the JBE in writing, and (iv) take any other steps reasonably required by the JBE with respect to this Contract.

2. Software Support. Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 10 (Maintenance and Support).

3. Transition Fees. Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor's hourly rates as set forth in Contractor's then-standard rates and charges table. Except as provided in this Exhibit 12, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

4. Transition Personnel Requirements. Contractor will make Contractor personnel available on a commercially reasonable basis to assist in the transition from the Licensed Software supported by Contractor's Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE's designee.

END OF EXHIBIT 12

EXHIBIT 13

PARTICIPATING ADDENDUM

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ *[add full name of the JBE]* (“JBE”) and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # _____ *[add Master Agreement # - see cover page]* (“Master Agreement”) dated _____, 20__ *[add Effective Date of the Master Agreement]* between the *[add name of the JBE that established the Master Agreement]* (“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, order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE’s Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents 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 the Master 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 ordering documents.
- (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, and the parties shall attach hereto a mutually agreed pricing exhibit to this Participating Addendum for the Superior Court of California, County of **[County Name]**, based on the license and hosting pricing table set forth in the Master Agreement and the specific requirements of the JBE with respect to number of Users, whether hosted services are requested, and professional services requested.
- (6) The term of this Participating Addendum shall be from the Effective Date until: **[_____ month/day/year – may not exceed the Expiration Date of the Master Agreement]**, unless earlier terminated in accordance with the provisions of the Master Agreement or Exhibit 4 thereto.
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.
- (8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

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.

Invoices shall be sent to the following address and recipient:

- (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, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

[CONTRACTOR]

By: _____

By: _____

Name:

Name:

Title:

Title:

END OF EXHIBIT 13

EXHIBIT 14


UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i> Journal Technologies, Inc.	<i>Federal ID Number</i> 87-0626854
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Maryjoe Rodriguez, Vice President	
<i>Date Executed</i> 11/9/2020	<i>Executed in the County of Los Angeles in the State of California</i>

END OF EXHIBIT 14

EXHIBIT 15

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder 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 Court to submit a bid.

To submit a bid to the Judicial Council, you must 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.

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

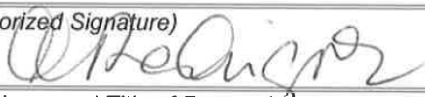
2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Judicial Council to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council is included with our bid.*

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 bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name (Printed) Journal Technologies, Inc.		Federal ID Number 87-0626854
By (Authorized Signature) 		
Printed Name and Title of Person Signing Maryjoe Rodriguez, Vice President		
Date Executed 11/9/2020	Executed in the County of Los Angeles in the State of California	

END OF EXHIBIT 15

EXHIBIT 16
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i> Journal Technologies, Inc.	<i>Federal ID Number</i> 87-0626854
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Maryjoe Rodriguez, Vice President	
<i>Date Executed</i> 11/9/2020	<i>Executed in the County of Los Angeles in the State of California</i>

END OF EXHIBIT 16