

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**



MASTER AGREEMENT NUMBER MA-2018-2 1	AMENDMENT NUMBER 2
	FEDERAL EMPLOYER ID NUMBER 35-2085743

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Transworld Systems Inc.** and the term "Judicial Council", "Establishing JBE" or "State" refers to the **Judicial Council of California**.

2. This Amendment becomes effective on **January 1, 2024**.

3. The parties agree to amend the Master Agreement as follows:
 - a) The purpose of this Amendment is to exercise the Second Option Term in accordance to Appendix C, Section 5 under Option Terms of the Agreement; thereby extending the Term of the Agreement for five (5) years.
 - b) The expiration date is hereby changed from December 31, 2023 to December 31, 2028.
 - c) Revise Appendix C and add the Data Security provisions.
 - d) Replace Appendix D with the updated Appendix D.
 - e) Appendix C & Appendix D are hereby incorporated and be made part of the Agreement.

4. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, as previously amended shall remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Transworld Systems Inc.
BY (Authorized Signature)  DATE 01/11/2024	BY (Authorized Signature)  DATE 01/11/2024
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews Contracts Supervisor	PRINTED NAME AND TITLE OF PERSON SIGNING Joseph Laughlin CEO
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 500 Virginia Drive, Suite 514 Fort Washington, PA 19034

APPENDIX C: General Provisions

1.7 Data and Security.

(a) Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.

(b) Data Security.

- (i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement complies with, the moderate and high baselines of NIST (National Institute of Standards and Technology) Special Publication 800-53.
- (ii) 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 is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.
- (iii) No 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 writing in advance by the JBE. The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). 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 and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.
- (iv) 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.

(c) Data Breach

If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (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) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE’s satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. 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, 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.

(d) 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 (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. 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.

(e) Transition Period

For ninety (90) days prior to the expiration date of this Agreement (or a Participating Agreement), or upon notice of termination of this Agreement (or a Participating Agreement), Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE ("Transition Period"). During the Transition Period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

APPENDIX D: Defined Terms¹

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

“Account” or “Accounts” means the selected accounts established by a Participating Entity and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days of the date such payment was due under an installment payment plan.

“Agreement” means this Master Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), and Appendix E (Form of Participating Agreement).

“Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

“Business Day” means any day other than Saturday, Sunday, or a scheduled JBE holiday.

“Client Data” means all data and information (i) which is created for a Participating Entity in the course of Contractor’s performance of its obligations under this Master Agreement and the Participating Agreement, or ii) that has been submitted or made available to Contractor by or on behalf of the Participating Entity, including all data and information relating to the Participating Entities and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

“Confidential Information” means: (i) any information related to the business or operations of Judicial Branch Entities, including court records, and information relating to court proceedings, security practices, and business methodologies, (ii) information relating to Judicial Branch Entities’ personnel, users, contractors, or agents, including information that the JBE’s personnel, agents, and users upload, create, access or modify pursuant to this Agreement; (iii) all financial, statistical, technical and other data and information of the Judicial Branch Entities (and proprietary information of third parties provided to Contractor), including trade secrets and other intellectual property, or proprietary information; (iv) data and information that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (v) Personal Information and JBE Materials. Confidential Information does not include information (that Contractor demonstrates to the JBE’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

“Contract Amount” means the amount payable to Contractor under the respective Participating Agreements.

“Contractor Project Manager” means the employee identified as the Contractor project manager.

“Contractor Work Location(s)” means any location (except for a JBE Work Location) from which Contractor provides Work.

“Coversheet” refers to the first sheet of this Agreement.

“Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Participating Agreement, or pursuant to JBE policies or procedures.

“Effective Date” has the meaning set forth on the Coversheet.

“Establishing JBE” has the meaning set forth on the Coversheet.

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

“Hosted Services” means any cloud-based services, hosted service, software as a service, or other Internet or network-based services provided under the Agreement (or any Participating Agreement) or used in the provision of Services under this Agreement (or any Participating Agreement).

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

“Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

“JBE” has the meaning defined in the coversheet of this Agreement.

“JBE Contractors” means the agents, subcontractors, and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

¹ Additional capitalized terms may be defined in the other Appendices to this Agreement.

“JBE Data” means the Confidential Information, Personal Information, and any information, data, or content that is provided to or accessed by Contractor.

“JBE Project Manager” means the individual appointed by the JBE to communicate directly with the Contractor Project Manager.

“JBE Work Locations” means any JBE facility at which Contractor provides Work.

“JBE Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

“Judicial Branch Entity” or “Judicial Branch Entities” means the JBE and any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

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

“Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” by Contractor, including the lead collectors and/or information technology personnel assigned to each Participating Agreement.

“Materials” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

“Notice” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Section 9 of Appendix C.

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

“Participating Addendum” has the same meaning as “Participating Agreement.”

“Participating Agreement” means an agreement for Work entered into by a Participating Entity and Contractor in the form attached as Appendix E to this Agreement, and subject to the terms and conditions of this Agreement.

“Participating Entity” has the meaning set forth on the Coversheet.

“PCC” refers to the California Public Contract Code.

“Personal Information” means any personally-identifiable information (e.g., person’s name, address, credit card number, email address) that is provided, generated, collected, accessed, stored or obtained pursuant to this Agreement, including transactional and other data pertaining to individuals.

“Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

“Subcontractor” means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

“Term” means the term of this Agreement, comprised of the Initial Term and any Option Term(s).

“Third Party” means any person or entity other than the JBE or Contractor.

“Third Party Materials” means Materials that are licensed or obtained by Contractor from a Third Party.

“Transition Period” means the period commencing no later than ninety (90) days prior to the expiration or termination of this Agreement and each Participating Agreement, or as such period may be extended by the Contractor and the applicable Participating Entity, during which Contractor will assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE.

“Work” means each of the following, individually and collectively: the Services (including the Hosted Services), deliverables, and materials provided under this Agreement, including those services and deliverables set forth in a Participating Agreement, and any incidental services, items, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Participating Agreement), but which are required for the performance of Contractor’s obligations and delivery of services.

“Work Location(s)” means any JBE Work Location or Contractor Work location.