

IMAGESOFT, INC. – ELECTRONIC FILING SERVICES
MA-2017-02
USER INSTRUCTIONS FOR MASTER AGREEMENT
(LEVERAGED PROCUREMENT)

The User Instructions are provided for the Electronic Filing Services Master Agreement with ImageSoft, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Electronic Filing Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Addendum with the vendor. Please carefully review these User Instructions.

Judicial Council Staff Contact Information:

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415-865-4617

Trial Courts:
Marissa Smith
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916-263-7949

Name of the Contractor and contact person information: ImageSoft, Inc. Steve Dale sdale@imagesoftinc.com Office: (248) 948-8100 X 240 Cell: (734) 637-1501
Goods/Services: Electronic Filing Services Software, Professional Implementation, and Support and Maintenance Services.
Entities eligible to procure under the Master Agreement: California Superior Courts, the Judicial Council of California
Contract Number: MA-2017-02
Contract Term • Effective Date: 11/15/18 • Initial Term: 5 years • Initial Term Expiration Date: 6/30/2023

- Options to Extend: 1 five-year option
- Final Expiration Date: 6/30/2028

Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participating Addendum.

The term of the Master Agreement is from November 15, 2018 through June 30, 2023.

This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

1. PROCESS

Any court that orders goods and/or services under this Master Agreement must enter into a Participation Agreement and issue work orders or a purchase order to schedule the eFiling services. Exhibit 2 discusses the ordering process.

2. PARTICIPATION AGREEMENT

The provision for Participation Agreement is found on Exhibit 12. Each Participation Agreement is a separate, independent contract between the Contractor and the entity entering into the Participation Agreement, subject to the following:

- (i) Each Participation Agreement is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participation Agreement;
- (ii) a Participation Agreement (including any Statement of Work) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement;
- (iii) the term of a Participation Agreement may not extend beyond the expiration date of the Master Agreement;
- (iv) Under this Participation Agreement, the JBE will order Contractor's Work by attaching and incorporating a Statement of Work and any other necessary ordering documents;
- (v) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement; and
- (vi) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

3. STATEMENT OF WORK

The Statement of Work shall, at a minimum, include:

- itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- a milestone schedule for the completion of the services, Deliverables, and Work;

- any acceptance criteria in addition to the acceptance provisions set forth in Section 1(B) below;
- the personnel to be assigned, along with their job classification, if applicable;
- if applicable, the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- the name of Contractor's Project Lead, if applicable; and
- a project plan that addresses the scope and detail of services to be performed.

4. DESCRIPTION OF SERVICES

Contractor agrees to provide electronic filing services software, professional implementation, and support and maintenance services as set forth in the Master Agreement.

5. COMPENSATION PROVISIONS

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement. Please see Exhibit 8 (Fees, Pricing and Payment Terms).

A) Fees

This Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

- a. The Licensed Software;
- b. All necessary professional implementation services;
- c. On-going Maintenance and Support of the Licensed Software;
- d. Hosted Services, including all necessary data storage and backups; and
- e. All training, including any training required pursuant to Exhibit 10 and a JBE's Statement of Work.

B) E-Filing Fees

The following sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

The following schedules comprehensively identify all the fees for the services provided under this Agreement, including:

- All the rate changes during the term of the Agreement (including all possible extensions).
- All discounts offered and the conditions under which those discounts apply.

The fees described below are the maximum amount the Contractor will charge. The Contractor may charge lower rates than those presented below. No fees will be charged to the Participating Entities or the Judicial Council.

The e-filing fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

C) Transaction-Based Fees

Contractor will charge each registered and authorized EFSP that uses contractor’s EFM using the following scale for each individual court:

EFSP Transactions in prior 12 months	File & Serve	File Only	Serve Only
0 – 49,999 Transactions	\$4.50	\$2.50	\$2.25
50,000 – 99,999 Transactions	\$4.25	\$2.25	\$2.00
100,000 – 199,999 Transactions	\$4.00	\$2.00	\$1.75
200,000 – 399,999 Transactions	\$3.50	\$1.50	\$1.25
400,000 – 999,999 Transactions	\$2.50	\$.85	\$.65
1,000,000 or more Transactions	\$2.00	\$.75	\$.55

D) Other Fees and Revenues

Integration fees – In order to recoup setup costs contractor may collect up to an additional \$1 per transaction from the EFSP, up to the actual cost of integration. These additional fees will not be charged if the EFSP is able to build the integration themselves using the exposed EFM APIs.

E) Court Administrative Fee

In order for the Participating Entities to recover their administrative costs under this Agreement and each respective Participation Agreement, the Establishing JBE, on behalf of the Participating Entities, shall require an administrative recovery fee (“Administrative Fee”) of thirty cents (\$0.30) per transaction in which Contractor charges a transaction-based fee. The Administrative Fee requirement shall not apply to any fee-waiver transactions.

It is the intent of the parties to pass the Administrative Fee to the end consumer. Therefore, the Administrative Fee shall be a fee that is charged to the end consumer in addition to the fee schedule charged by Contractor under this Exhibit 8. Contractor shall add the Administrative Fee to Contractor’s fees and shall be responsible for collecting the Administrative Fees from

the end consumer under each Participation Agreement. On a monthly basis, Contractor shall remit the Administrative Fees collected to the Establishing JBE. The Administrative Fees shall be sent to:

Judicial Council of California
BAP – Accounting Service
Attention: Donna Chui
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Upon reasonable notice, the Establishing JBE shall have the right to audit the Contractor’s records regarding the collection and remission of Administrative Fees. The Establishing JBE may alter the Administrative Fee amount from time-to-time by providing written notice to the Contractor which authorizes Contractor increase Transaction Based Fees a commensurate amount.

F) Service Levels

The cloud-based services, hosted service (including Licensed Software), or software as a service provided under this Agreement and each Participation Agreement (collectively, the “Hosted Services”) shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.8% as measured on a monthly basis (excluding agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet the availability standards set forth below in any calendar month (excluding agreed-upon maintenance downtime), the JBE will be entitled to the amount set forth in the table below. Contractor will provide 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.

Monthly Uptime Percentage	Duration	Amount
< 99.8%	>86 min/month	10% of average EFM daily revenues for impacted court
< 99%	>432 min/month (7.2 hrs)	25% of average EFM daily revenues for impacted court
< 95%	>2,160 min/month (36 hrs)	50% of average EFM daily revenues for impacted court

If the Hosted Services monthly availability averages less than 99.8% (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 Participation Agreement for material breach.

6. EXPENSES

Contractor is not authorized for and will not be allowed any reimbursable expenses under this Agreement.

7. MISCELLANEOUS INFORMATION

(i) A copy of the master agreement is available at <http://www.courts.ca.gov/documents/lpa-ImageSoft-Inc-MA201702.pdf>

(ii) Please contact Virginia Sanders-Hinds if your court has issues or concerns that cannot be immediately or easily resolved.

(iii) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.