



MASTER AGREEMENT

AGREEMENT NUMBER

MA-2017-02

TAXPAYER IDENTIFICATION NUMBER

38-3314929

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **ImageSoft, 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 California Superior Courts identified in Exhibit 1 (Definitions). Each California Superior Court that enters into a Participation Agreement with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, the “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.
2. This Agreement is effective as of **November 15, 2018** (“Effective Date”) and expires on **June 30, 2023** (“Expiration Date”).
This Agreement includes one option to extend through **June 30, 2028**.
3. The title of this Agreement is: **Master Agreement for Electronic Filing Services Software, Professional Implementation, and Support and Maintenance Services.**
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
4. The parties agree that this Agreement, made up of this coversheet, the 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 – Maintenance and Support Exhibit 10 – Training	Exhibit 11 – Transition Services Exhibit 12 – Participation Agreement Exhibit 13 – Accessibility Attachments: RFP Exhibit 1 - EFM Functional Requirements RFP Exhibit 2 - EFSP Functional Requirements RFP Exhibit 3 – Non-Functional Requirements RFP Exhibit 4 – Standards Management RFP Exhibit 5 – Implementation and Deployment RFP Exhibit 6 – Service Level Standards RFP Exhibit 7 – Support and Maintenance
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	ImageSoft, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Mona Lawson Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Scott D. Bade President
DATE EXECUTED 11/8/2018	DATE EXECUTED 11/6/2018
ADDRESS 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-3509	ADDRESS 25900 W. Eleven Mile Road, Suite 100 Southfield, MI 48034

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 Participation Agreement, 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 Participation Agreement, (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 and lawfully 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 Participation Agreement. Contractor is a party to this Agreement.
6. **Data:** information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Data Safeguards:** 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 Statement of Work, or pursuant to JBE policies or procedures.

8. **Deliverable(s)**: hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participation Agreement, that Contractor shall complete and deliver or submit to JBEs.

9. **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.

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 new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

12. **Maintenance Release(s)**: those modules, improvements, enhancements, upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 9 (Maintenance and Support).

13. **Material(s)**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

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**: Each and any of the 58 California Superior Courts shall have the right to participate in this Agreement and become a Participating Entity by executing a Participation Agreement with Contractor.

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 Participation Agreement. 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 Participation Agreement.

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, 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, in accordance with the terms of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

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

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

26. 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 Participation Agreement.

27. Upgrades: means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software and/or Documentation.

28. Work: any or all labor, services, Deliverables, training, equipment, supplies, Materials, Tasks, and any other items (including the Licensed Software) or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this

Agreement or a Participation Agreement. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s) or Statements of Work.

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1 The Judicial Council of California on behalf of the Superior Courts of California issued RFP No. BAP-2017-01-PC to enter into one or more master agreements with suitable vendors to provide both an electronic filing manager (EFM) and an indigent/government agency (I/GA) electronic filing service provider (EFSP) solution that could be employed by the Superior Courts of California to expand the adoption of e-filing across the state while supporting innovation and minimizing costs.

Electronic filing (e-filing) is the process of submitting documents, such as pleadings, motions and petitions, to the court over the Internet. An EFSP provides an online service to assist the e-filer with their documents and acts as an intermediary between the e-filer and the courts. The EFSP provides the interface to the e-filer, collects filing data, any fees required, and may provide educational or other value-added services (e.g. process serving, billing assistance). The EFM interacts with the EFSP by electronically accepting the filing, settling the payment, presenting the filing for clerical review and, upon approval, helping to electronically move the data and the document into the court's case and document management systems.

- 1.2 Each EFM and I/GA EFSP solution hosted application suite should accomplish the following:

- Support e-filing statewide for all litigation types.
- Integrate with “core” case management systems (CMSs) employed by California courts, i.e., CMS applications provided by:
 - Journal Technology, Inc.
 - Justice Systems, Inc.
 - LT Court Tech, a Thomson Reuters business.
 - Tyler Technologies, Inc.

These CMSs are integrated with a document management system (DMS).

- Integrate with the SunGard ONESolution CMS employed by a California Superior Court that achieved certification of compliance with California Electronic Court Filing (ECF) standards.
- Provide accounting support to allow courts to reconcile for-fee EFSP filing.
- Provide a zero-cost e-filing option for indigent and government filers.

- 1.3 This Agreement will be for EFM and I/GA EFSP solutions that are comprised of a combination of products and services to support implementation and ongoing operation of these hosted services. The ancillary services related to the delivery of the EFM and I/GA EFSP solution application services include professional and administrative services related to implementation and ongoing operations and support of these applications. These products and ancillary services are collectively known as “e-filing services.”
- 1.4 Contractor commits to implementing and operating these application services in any California Superior Court requesting to engage under a Participation Agreement as set forth in this agreement.
- 1.5 The parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participation Agreement with an interested JBE after such JBE has presented Contractor with a Participation Agreement for execution, Contractor shall be prohibited from executing any Participation Agreement with any other JBE, unless and until Contractor executes a Participation Agreement with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.
- 1.6 The proposed solution will be at no cost to the JCC or Superior Courts (i.e., the selected vendor will not be paid by those Judicial Branch Entities [JBEs] for development, implementation, deployment, hosting, training, maintenance, support, etc. for the vendor portion of the solution for the duration of any resulting contract or renewal).
- 1.7 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.
- 1.8 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 Participation Agreement with Contractor in the form attached as Exhibit 12 (Participation Agreement). Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. After a Participation Agreement has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participation Agreement in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participation Agreement.
- 1.9 Each Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participation Agreement, subject to the following: (i) each Participation Agreement shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participation Agreement; (ii) the Participation Agreement 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 Participation Agreement may not extend beyond the expiration date of the Agreement. The Participation Agreement 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 Participation Agreement from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participation Agreement between the Contractor and a Participating Entity. Failure by Contractor to timely execute a Participation Agreement 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.

- 1.10** Any term in a Participation Agreement (including a Participating Entity's Statement of Work) 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 that Participating Entity. Fees and pricing in any Participation Agreement may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 1.11** The JBE signing the Participation Agreement shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participation Agreement; 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 Participation Agreement signed by such JBE, nor shall any breach by a JBE under a Participation Agreement give rise to a breach under any other Participation Agreement 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 Participation Agreement), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.12** 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.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Description of Work to be Provided. Contractor agrees to provide electronic filing services software, professional implementation, and support and maintenance services as set forth in Contractor's response to RFP BAP-20170-01-PC, including Contractor's responses to the RFP Exhibit 1 - EFM Functional Requirements, RFP Exhibit 2 - EFSP Functional Requirements, RFP Exhibit 3 – Non-Functional Requirements, RFP Exhibit 4 – Standards Management, RFP Exhibit 5 – Implementation and Deployment, RFP Exhibit 6 – Service Level Standards, and RFP Exhibit 7 – Support and Maintenance, which are incorporated into Exhibit 5, Specifications.

B. Scope of Work; Statement of Work. Pursuant to a Participating Entity's statement of work ("Statement of Work") (in a form substantially similar to the model Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participation Agreement, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of the Participating Entity. The Statement of Work shall, at a minimum, include:

- i) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii) a milestone schedule for the completion of the services, Deliverables, and Work;
- iii) any acceptance criteria in addition to the acceptance provisions set forth in Section I(C) below;
- iv) the personnel to be assigned, along with their job classification, if applicable;
- v) if applicable, 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; and
- vii) a project plan that addresses the scope and detail of services to be performed.

C. Acceptance.

i) 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.

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

iii) If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Acceptance and Sign-Off Form 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)(iii) until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

iv) If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies.

D. 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.

E. Non-Exclusivity. 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.

2. Changes in Work; Stop Work.

A. Changes in Work.

i) The JBEs reserve the right 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.

ii) 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.

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

iv) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the 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.

i) 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.

ii) 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 (90) 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).

iii) 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.

iv) 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.

v) 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.

i) Contractor grants to the JBE a perpetual, irrevocable, worldwide, non-exclusive license to: (a) install and use the Licensed Software for the purpose of conducting the JBE's business; and (b) 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, (a) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of the courts of the State of California, (b) 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, (c) 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 (d) the JBE's service providers, but only in connection with their providing 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.

ii) Notwithstanding any other provision in this Agreement, JBE third-party contractors (which shall include the agents, employees and contractors of the Judicial Council of California) may: (a) 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; (b) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (c) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (d) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

B. License Restrictions; Additional Terms

i) **License Restrictions.** Unless expressly permitted in this Agreement or as permitted by applicable law, the JBE shall not (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. Any permitted transfer of the Licensed Software must include all updates and all prior versions thereof. Except with regard to any permitted transfers hereunder, 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.

ii) **Additional License Terms.** The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3(B)(ii). 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. Except as otherwise provided in Exhibit 9 (Maintenance and Support), during the term of this Agreement, 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, 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; (iii) 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, as and when such law may change from time to time during the term; and (iv) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall not include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality not provided or performed by the Licensed Software originally licensed to the JBE; provided, however, that such new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality shall be considered Maintenance Releases (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers, (b) 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 (c) 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 agrees to install or permit the installation or implementation of all Maintenance Releases such that, after the JBE's acceptance of the Licensed Software and at all times thereafter during the term, the version of the Licensed Software in use by the JBE either (i) was first made generally available by Contractor within thirty-six (36) months of then-current date, or (ii) is within one (1) major release of the most recent release of the Licensed Software made generally available by Contractor; provided, however that the JBE shall have the 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 case management system to a new platform or operating system, or (iii) significant reprogramming or reconfiguration of the Licensed Software. During the term of this Agreement, the JBE may request that Contractor provide, pursuant to a separate agreement for professional services, 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 case management system. If Contractor refuses to provide such Maintenance Release within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participation Agreement in accordance with Section 26(A) ("Termination for Cause by Court").

C. Support Services. During the term of this Agreement and each Participation Agreement, 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 (Classification of Errors) of Exhibit 9 (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 9 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 9 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 9 (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 9 (Maintenance and Support).

5. Data and Security.

A. Safety and Security Procedures. Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures.

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.

(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 of 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. Security Assessments. Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor’s operational documentation, records, logs, and databases that relate to data security and the Contractor’s Information Security Program. Upon the JBE’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s 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.

E. 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.

F. Data Backups. If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- Recover from backup within the timeframe set forth in the Service Level requirements;
- Recover recently posted transactions within the timeframes set forth in the Service Level requirements; and
- Encrypt backup data.

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

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 (3) 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. Contractor will not assign its rights or obligations under this Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the Establishing 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. Contractor and the JBE 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 represents and certifies the following:

A. Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the JBEs under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all applicable laws; and (vii) Contractor pays all undisputed debts when they come due.

B. No Harassment/Nondiscrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

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 (1) 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 (2) years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one (1) 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 is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 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.

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:

i) 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.

ii) 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.

i) 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

ii) 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. Not applicable.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

i) 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.

ii) 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.

iii) 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.

i) 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.

ii) For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participation Agreement, 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, is 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, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made.

B. Disallowance. If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

13. Contractor Status.

A. Independent Contractor.

i) 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.

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

iii) If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participation Agreement 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.

i) 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.

ii) 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.

iii) 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.

iv) 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 Participation Agreement (including 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 Participation Agreement. Contractor will have the "right to control" and bear sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

i) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the 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.

ii) Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participation Agreement 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.

i) 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 Participation Agreement.

ii) 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 Participation Agreement. Contractor will incorporate this Agreement and any applicable Participation Agreement 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 Participation Agreement. 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.

i) 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 days of receipt of the Notice.

ii) 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 Participation Agreement 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.

iii) 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 Participation Agreement.

15. Force Majeure.

A. Force Majeure events include, but are not limited to:

- i) catastrophic acts caused by nature or public enemy;
- ii) civil disorder;
- iii) fire or other casualty for which a party is not responsible; and
- iv) quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

16. Indemnification.

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their 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, or in connection with, the performance or a breach of this Agreement and any Participation Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participation Agreement, 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. 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.

C. 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.

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 Participation Agreement:

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 owned, 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, 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 Work 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 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

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, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Establishing JBE and any Participating Entity.

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, 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 the affected 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.

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.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Deliverables, Materials and Work created in whole or in part by Contractor in the course of or related to providing services to a JBE under this Agreement or any Participation Agreement, and which are not part of Licensed Software, 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, in whole or in part, by the Contractor in the course of or related to providing services to the JBE.

B. All ownership and control of Creations, Data, Deliverables, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, which are not part of Licensed Software, shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Deliverables, Materials and Work that are not part of Licensed Software 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. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification.

No modification or change to this Agreement or any Participation Agreement 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 (10%) 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.

i) **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 Participation Agreement from the date of first productive use of the Work or Deliverable, as applicable, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs of specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

ii) **Licensed Software Warranty.** Contractor hereby warrants and represents that, commencing on the date of the JBE's first productive use of the Licensed Software, and for a period of twelve (12) months that (a) 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 (b) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing software program(s) as installed as of the effective date of the Participation Agreement.

iii) **Malicious Code/Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software 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: (a) unauthorized access to or intrusion upon; (b) disabling or erasure of; or (c) 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.

iv) **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.

v) **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (a) there is no claim, litigation or proceeding pending or threatened against Contractor 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; (b) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (c) Contractor has full authority to enter into this Agreement and any Participation Agreement and to consummate the transactions contemplated hereby; and (d) Contractor's performances under this Agreement and any Participation Agreement 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.

(vi) **Warranty of Title.** Contractor warrants and represents that (a) it has good title to the Licensed Software; (b) it has the absolute right to grant to the JBE the licenses granted hereunder; (c) 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 (d) 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").

vii) **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.

vii) **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participation Agreement, 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 9 (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 in accordance with the Service Level criteria set forth in Exhibit 9 (Maintenance and Support). If the breach relates to Section 22(B)(v) (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 Participation Agreement 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 11 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

ix) 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 Participation Agreement 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, Sections 3 (Software License), 5 (Data and Security), 8 (Assignment), 7 (Audit; Retention of Records), 16 (Indemnification), 18 (Confidentiality, Non-Disclosure, and Data Security), 22.B (Warranties), and 26.D.iii (Transition Services).

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 Participation Agreement, 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 Participation Agreement, and this failure is not cured within fifteen (15) 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 Participation Agreement) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading in any material respect when made. All costs to the JBE arising from Contractor’s default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participation Agreement) for convenience upon thirty (30) days prior Notice; provided, however, that no termination for convenience by any JBE shall be effective prior to the one-year anniversary of the Effective Date of this Agreement. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

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 Participation Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participation Agreement). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participation Agreement), and each JBE may limit Contractor’s Work (and reduce proportionately Contractor’s fees) upon thirty (30) 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 Participation Agreement) has become infeasible due to changes in applicable laws

D. Effect of Termination.

i) **RESERVED.**

ii) **RESERVED.**

iii) **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 11 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. RESERVED.

F. Term and Termination.

(i) 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. The Establishing JBE will have the right to extend the term of this Agreement one additional five-year option period (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.

(ii) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participation Agreement that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participation Agreement until such time as all Work under such Participation Agreement has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participation Agreement may not exceed the Expiration Date of this Agreement. Execution of any Participation Agreement by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL THE TOTAL LIABILITY OF A PART WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED \$2,500,000. IN NO EVENT SHALL THE TOTAL LIABILITY OF A PARTY WITH

RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF A PARTICIPATION AGREEMENT EXCEED \$2,500,000. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 16.

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. A JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participation Agreement 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 (1) 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 value 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.

If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

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 may not make any public announcement, press release, or other writing relating to this Agreement or any Participation Agreement that is not necessary for the performance or completion of the Work 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 Participation Agreement may be executed in counterparts, each of which is considered an original.

38. Singular and Plural Usage.

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.

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:
ImageSoft, Inc. Attn: Scott Bade 25900 W. Eleven Mile Road Southfield, MI 48034	Judicial Council of California Attn: Contracts Supervisor 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348
<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.

END OF EXHIBIT 3

EXHIBIT 4

LICENSED SOFTWARE AND ADDITIONAL TERMS

1. Definitions.

- 1.1. "TrueFiling™" ImageSoft Web e-filing system described and specified with the same name in ImageSoft product documentation and any updates or upgrades to such Web system which may be generally released by ImageSoft to all customers from time to time.
- 1.2. "Internet Data Centers." The facilities used by ImageSoft to provide TrueFiling™. All Internet Data Centers shall be located in the United States, unless with the prior written consent of Customer.
- 1.3. "Click-thru User Agreement" An agreement that is presented to a prospective user during the registration process which outlines the terms and conditions under which the TrueFiling™ system may be used.
- 1.4. "Authorized Users" Any user that completes the system registration process and accepts the Click-thru User Agreement and is not revoked by either ImageSoft or Customer is authorized to use the system. The system is generally open to persons through a public website. Prior to using the system a user must go through an authorization process, whereby the system will prompt the user to provide certain identifying information which will be used to create a unique User ID. Optionally, the court may elect to approve each new filer prior to acceptance, in which case the user would have limited or no access to the system until approved by Customer. A user may identify himself/herself as part of a Filing Organization, in which case approval of the User ID is subject to approval of the administrator of the Filing Organization.
- 1.5. "Filing Organization." A group of Authorized Users, which share billing and other information. Typically a Filing Organization is a law firm. A single person, known in legal terms as a "Pro Se Filer", may register with the system, in which case the filing organization may be system generated.
- 1.6. "User Data." Authorized User information or other data processed, stored or transmitted by, in or through TrueFiling™.
- 1.7. "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trademarks, confidential information, know-how, trade secrets, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. License Grant.

Subject to the terms and conditions hereof, during the term hereof, ImageSoft hereby grants to the

Customer a non-exclusive, revocable license to use the TrueFiling™ system for the purpose of receiving electronic filings from an unlimited number of Authorized Users. For purposes of this Agreement, the term “Customer” shall include each JBE, including the JBE’s employees, agents and contractors, that enters into a Participation Agreement with ImageSoft. Customer and ImageSoft have the unilateral right to revoke an Authorized User’s privilege of using the system for any reason and for any period of time. All rights not expressly granted to Customer herein are expressly reserved by ImageSoft.

3. Use Restrictions.

Customer covenants and agrees that its use of TrueFiling™ will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the system; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the TrueFiling™ system; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the TrueFiling™ system; or (iv) to access, alter, or destroy any information by any fraudulent means or device, or attempt to do so.

4. Customer User Setup and Configuration.

Customer access to TrueFiling™ is limited to specific configuration screens and other special functions that are defined in the most current version of the “TrueFiling™ Administration Guide” document. Customer User ID(s) and password(s) shall be granted by ImageSoft and provided to Customer.

5. Security.

Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of TrueFiling™, ImageSoft shall implement security procedures consistent with prevailing industry standards to protect User Data and Customer Data from unauthorized access (the “Security Standard”). Provided that ImageSoft is in compliance with the Security Standard, the parties agree that ImageSoft shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to ImageSoft at the time. ImageSoft will promptly report to Customer any unauthorized access to Customer Data or User Data promptly upon discovery by ImageSoft, and ImageSoft will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data or User Data is required, Customer shall cooperate with ImageSoft using all reasonable means.

6. Set-Up of Services.

ImageSoft and Customer shall work cooperatively to complete all tasks required to make TrueFiling™ accessible to Customer set forth in this Agreement and the JBE's Participation Agreement.

7. Infrastructure.

TrueFiling™ data and servers reside in a climate controlled SAS70 certified data hosting facility that resides completely in the USA. The TrueFiling™ data center provides N+1 power protection with multi-redundant network connectivity.

TrueFiling™ maintains a secondary data center to allow for a full manual hardware failover in case of a major failure or disaster. TrueFiling™ leverages advanced virtualization technology for all servers to allow server recovery with minimal downtime.

8. Backups.

TrueFiling™ maintains incremental hourly and nightly on-site data backups of Customer Data and User data stored within the TrueFiling™ system, as well as full weekly-offsite server-level backups which are stored in a secured off-site location.

For an additional fee ImageSoft will create and send a separate Full Backup copy to Customer on an agreed upon interval. The TrueFiling™ System should not be considered the "system of record" or the definitive copy of User Data. Customer is responsible for backing up and protecting their data and the backups created by ImageSoft should not be relied upon as the sole source for either Customer Data or User Data.

9. Technical Support.

ImageSoft shall provide support to the TrueFiling™ system as described in this Agreement, including Exhibit 9 (Maintenance and Support)

10. Additional Consulting Services.

Nothing in this agreement restricts ImageSoft's right to provide products and services to Authorized Users or other third parties.

11. Proprietary Rights Ownership.

Ownership of the Proprietary Rights embodied in the TrueFiling™ system shall remain exclusively vested in and be the sole and exclusive property of ImageSoft and its licensors. The TrueFiling™ internet domain name, product names and logos associated with the system are trademarks of ImageSoft, and no right or license is granted to them, except as follows: Customer may for the purposes of advertising the TrueFiling™ system as provided by ImageSoft or for the purpose of redirecting web users to the TrueFiling™ domain use the then-current TrueFiling™ domain name and logo in printed and Web materials.

12. Termination

Refer to Exhibit 11 for information related to contract termination.

13. Maintenance and Updates.

All maintenance and updates to the TrueFiling™ system shall be performed by ImageSoft. Refer to Exhibit 9 (Maintenance and Support) for additional information related to scheduled maintenance.

14. Support for Third-Party Electronic Filing Service Providers (EFSP) and Case Management Systems (CMS)

ImageSoft reserves the right to charge reasonable fees to third party EFSPs or CMS' that Customer wishes TrueFiling™ to be integrated with. Fees may include, but are not limited to: setup, testing, support, and transaction fees. To integrate with a third-party EFSP or CMS ImageSoft will perform a review of the requirements and then develop a unique Statement of Work.

15. Export.

Customer agrees to not directly or indirectly export or transmit any part of the TrueFiling™ system or related documentation and technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent by ImageSoft and, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission. Customer represents and warrants that you are not located in, under the control of, or a national or resident of any such country.

16. Mandatory eFiling

JBE's that enter into a Participation Agreement with ImageSoft must: a) make e-filing for each case type mandatory no later than 6 months following e-filing go-live for such case type, except for court-authorized indigent or incarcerated filers; b) implement a consistent process for authorizing indigent filers that is consistent with California law; and c) utilize the TrueFiling credit card payment processor, which will charge the filer a 3% credit card processing fee for each paid transaction

END OF EXHIBIT 4

EXHIBIT 5

SPECIFICATIONS

The following attachments, setting forth the Licensed Software's functional requirements and specifications and Contractor's responses thereto, are incorporated into this Exhibit 5 (Specifications):

- RFP Exhibit 1 - EFM Functional Requirements
- RFP Exhibit 2 - EFSP Functional Requirements
- RFP Exhibit 3 – Non-Functional Requirements
- RFP Exhibit 4 – Standards Management
- RFP Exhibit 5 – Implementation and Deployment
- RFP Exhibit 6 – Service Level Standards
- RFP Exhibit 7 – Support and Maintenance

END OF EXHIBIT 5

**Exhibit 6
(MODEL)
ImageSoft Statement of Work (SOW)**

Statement of Work No.	(Model)
Establishing Entity:	Judicial Council of California
Project Name:	E-Filing Services for the Superior Court of California, County of _____
Court Name:	[Court Name]
ImageSoft Contact:	Steve Dale
Contract Type	Per Master Agreement, no-cost to Court

This Statement of Work ("SOW") is made part of and incorporated into the Participation Agreement ("Participation Agreement") between Court and ImageSoft. The Participation Agreement, including this SOW, is governed by and subject to the terms and conditions of the Master Agreement, dated _____, 2018, between the Judicial Council of California ("JCC") and ImageSoft.

Capitalized terms not otherwise defined here are defined in the Master Agreement.

The following are incorporated in and made part of this SOW:

1. Appendix A: Software and Standard Documentation
2. Appendix B: Court Requirements

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[Appendix A: Software and Documentation Deliverables](#)

[Appendix B: Court Requirements](#)

1. Definitions

EFM - “**Electronic Filing Manager**” or “**EFM**” is a major component of an eFiling system, as defined in the OASIS ECF standard (<https://www.oasis-open.org/standards#ecfv4.01>). The EFM primarily provides software components for the Court side of the solution.

EFSP – “**Electronic Filing Service Provider**” or “**EFSP**” is a major component of an eFiling system, as defined in the OASIS ECF standard (<https://www.oasis-open.org/standards#ecfv4.01>). The EFSP primarily provides software components for the Filer side of the solution.

ECF – “**Electronic Case Files**” or “**ECF**” system refers to a standard for content, format and messaging services used by the courts’ automated system to receive and store documents filed in electronic form.

2. Executive Summary

The purpose of this Statement of Work (SOW) is for ImageSoft to assist Court in implementing eFiling services within the constraints of the Master Agreement. ImageSoft’s eFiling system is called TrueFiling™.

ImageSoft will undertake the following major tasks as part of this SOW:

- Provide proposed project approach for the implementation of a TrueFiling solutions for a Superior Court. The project approach will describe the tasks and schedule for implementation for a single court. Including the following:
 - Estimated schedule for implementation of the TrueFiling solution.
 - The tasks, resources, and work products required for Court to ensure on-time implementation. This will include the timeframe in which the Court must perform tasks and provide resources and work products.
 - The factors that would cause variation in the schedule for implementation.
 - The type, quantity, and time commitment of ImageSoft staff involved in the implementation.
 - If applicable, the approach and capacity of ImageSoft to successfully execute multiple concurrent implementations of the TrueFiling solution for other courts.
- The construction of the TrueFiling solution, which consists of the Electronic Filing Manager (EFM) and the Electronic Filing Service Provider (EFSP).
- Development of an interface between TrueFiling and the following ECF-conformant court applications (Interfaces):
 - [remove applications which do not apply]*
 - Core CMS [provide name of CMS]
 - California ECF-conformant installations of the SunGard ONESolution CMS
 - California ECF-conformant EFSP [provide name of EFSP]
- Testing and certification of the operation of TrueFiling and the specified Interfaces.
- For Courts with a CMS that does not comply with the California ECF standards ImageSoft will provide an eDelivery (email) solution at no additional cost to the Court. Additionally, if requested ImageSoft can provide an approach for developing, testing, implementing, and deploying integration between the CMS and the TrueFiling solution. Such unique customization shall be contracted for separately from this SOW and the Master Agreement.

This SOW provides scope information for installing, configuring, testing, and training of the standard eFiling system based on the initial discovery efforts documented and information provided by the Court. Due to the Master Agreement not allowing charges to Court the initial discovery process is intended to detect and

document changes to configuration and not to cover additional software features that require new software development.

The solution and implementation services proposed within this SOW were defined and estimated based upon information gathered from the Court and the JCC as well as the JCC RFP named '**E-FILING SERVICES FOR THE SUPERIOR COURTS OF CA - BAP-2017-01-PC**'. Because the Master Agreement does not allow additional charges to Court any deviations in scope will be rejected or they must be handled in an agreement separate from this SOW and the Master Agreement.

3. Proposed Solution

This section provides details required for the implementation of TrueFiling for Court.

Construction of TrueFiling

TrueFiling is designed to be conformant to the ECF industry standard practices for e-filing. This standards-based approach allows the system to more easily communicate to other conformant systems and to incorporate new and/or updated protocols or design elements as needed. Where applicable, ImageSoft will ensure that the changes required to support this implementation will be standards-based.

Appendix B (Court Requirements) sets forth specific configurations for the Court that are unique to this SOW and not specifically set forth in the Master Agreement. Contractor agrees to provide the configurations set forth in Appendix B at no additional cost.

CMS Integration

Integration from TrueFiling to the Court's CMS is crucial to the success of e-filing. TrueFiling provides an ECF conformant API, to enable integration between TrueFiling and the selected court case management systems as defined by Court.

For CMS systems that are ECF conformant:

1. ImageSoft will supply IEPD, which will include access to payment, and any other extensions to ECF required
2. ImageSoft will supply a test harness for the EFM to submit filing and docketing information to the CMS
3. CMS providers supply a test harness for the EFM to receive responses back from the CMS
4. Certified for production

For CMS systems that are non-ECF conformant

5. Review CMS to determine integration capabilities (web service, import/export, etc.)
6. ImageSoft will work with Court and the CMS provider to determine appropriate development activities
7. ImageSoft will supply a test harness for the EFM to submit filing and docketing information to the CMS
8. CMS providers supply a test harness for the EFM to receive responses back from the CMS
9. Certified for production

As part of our approach, ImageSoft will provide third party EFSPs and CMS vendors with documentation, access to the test system, sample .NET code, test .NET applications and technical support. The TrueFiling EFM expects NIEM and LegalXML ECF conforming messages and our first choice is to communicate per the specification.

Due to the Master Agreement not allowing additional charges to Court, unique interfaces to third-party CMS that require customer programming are not within the scope of this SOW. Any such changes that are required would have to be contracted separate from this SOW and the Master Agreement.

ECF Standard Integration

ImageSoft will provide a portal that houses documentation and technical interface information. The portal will describe the resulting IEPD based on the agreed upon ECF standards. The portal will allow EFSP providers and CMS vendors access to resources to help build integrations into TrueFiling.

In addition to the portal, ImageSoft will provide sample implementation scripts, sample code snippets and test harnesses for connecting and validating to the EFM. The test harnesses will allow EFSP providers and CMS vendors to test connectivity and simulate submission of filings through creation to final docketing and storage.

Court Implementation Schedule

The following chart provides an estimated schedule of tasks required for implementing TrueFiling for Court. **[FILL IN ESTIMATED DURATION]**

Task Name	Work Days	Week >	1	2	3	4	5	6	7	8
Planning and Discovery										
Project Kickoff										
Technical Overview										
Determine CMS Output Requirements										
Create Gap Analysis										
Review Gap with JCC										
Determine TrueFiling Modifications										
Execute Vendor Readiness Strategy										
Finalize Court Rollout Plan										
Build in Dev Environment										
Configuration of Hosting Environment										
Confirm End-to-end CMS Integration										
End to End System Testing										

The following chart provides an estimated schedule of tasks required for bringing TrueFiling into production for Court. **[FILL IN ESTIMATED DURATION]**

Task Name	Work Days	Week >							
Migrate to Pre-Training/QA									
Deliver Documentation to Hosting									
Perform Migration to Pre-Training/QA									
ImageSoft Hosting QA									
Migrate to UAT									
Perform Migration to UAT									
Create UAT Documentation									

UAT Onsite Kickoff and Support								
Update Environments								
UAT Signoff								
Migrate to Production								
Perform Migration to Production								
Smoke Test Migration in Client								
Go Live Onsite Support								

Construction and Build Factors

The following factors will impact the schedule for implementing TrueFiling for Court:

1. Court CMS ease of integration and conformance to ECF standards.
2. Court CMS technical expertise and programming experience.
3. Court technical readiness: IT infrastructure and connection to the Internet.
4. Court's change readiness: acceptance of change and acceptance of technology.

Court Tasks and Resources

ImageSoft requires participation by Court and, if applicable, the Court's CMS vendor to ensure TrueFiling is appropriately integrated to the CMS.

The following chart provides an estimate of the Court's resource requirements.

Task Name	Role	Commitment / Work Products
Project Kickoff	IT, Clerk, Court Admin, Judge	Day meeting
Determine CMS Output Requirements	IT, Clerk, Court Admin	Technical Review Meetings, Documentation Reviews
Review Gap with JCC	IT, Clerk, Court Admin	Technical Review Meetings, Documentation Reviews
Execute Vendor Readiness Strategy	IT, Court Admin	Contact with CMS Vendor, Coordinate Meetings
Finalize Court Rollout Plan	IT, Court Admin	Day meeting, Documentation Review
UAT Onsite Kickoff and Support	IT, Clerk, Court Admin, Judge	Training, User Acceptance Testing
UAT Signoff	IT, Court Admin	Day meeting
Smoke Test Migration in Client	IT, Clerk, Court Admin, Judge	Testing
Go Live Onsite Support	IT, Clerk, Court Admin	On demand support

The court resources will be assigned their specific tasks and work products in the agreed-to project schedule. Both the ImageSoft and Court Project Managers will monitor and control the project work. Each task and work product (deliverable) will be assigned a time to complete.

Multiple Concurrent Implementations

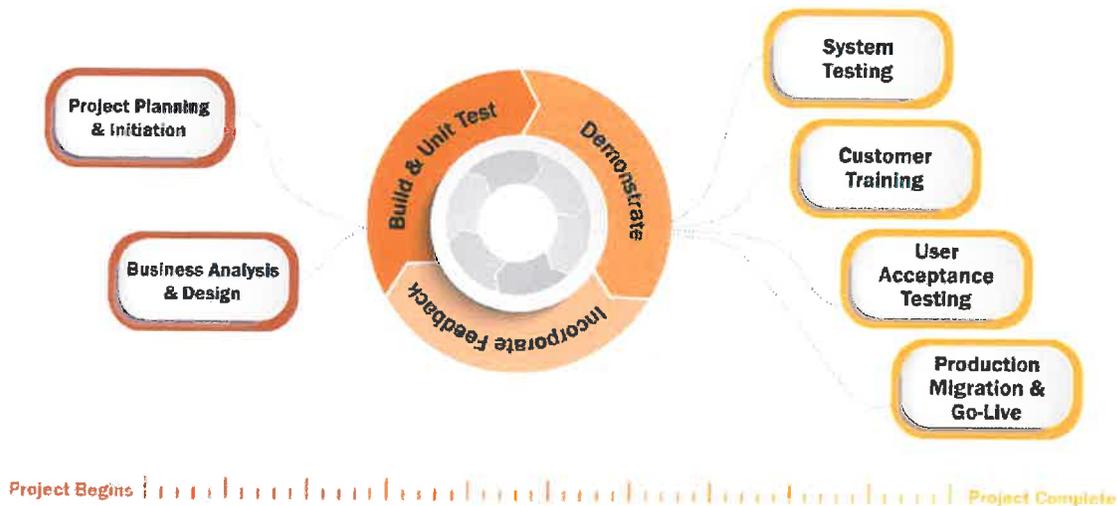
The TrueFiling solution is architected to support multiple courts as a highly scalable, multi-tenant solution. ImageSoft's approach and capacity to successfully execute multiple concurrent implementations of the

TrueFiling solution is achieved by having a standard infrastructure and common configuration solution based on the California e-filing standards. This approach will enable smoother implementations and plug-in-play court connectivity.

ImageSoft will identify and mitigate resource constraints caused by concurrent implementations as quickly as possible.

4. Project Implementation Methodology

This section describes the project implementation methodology, "The ImageSoft Way," which consists of Services and the Deliverables to be provided by ImageSoft. ImageSoft responsibilities, Court responsibilities, completion criteria and initial anticipated project schedule are detailed. The ImageSoft Way provides customers inclusive insight into their solutions as they are being developed on time and within scope by using an iterative mode of development, demonstration and feedback cycles. The ImageSoft Way relies on traditional project phases but uses an iterative feedback cycle during the build phase which allows ImageSoft to demonstrate the solution to the customer, receive immediate feedback, and make adjustments to the solution. In turn, the customer doesn't wait until the start of their testing period to see their solution for the first time; they can collaborate through the entire build process. This results in business requirements being clarified, missed requirements being identified, and ensures the best solution for the customer is delivered.



The first phase is our Planning and Initiation phase. This phase ensures that both teams are in agreement as to the project scope and expectation. During this phase, the Project Manager builds an initial draft of the project schedule. The project kickoff meeting is scheduled and conducted and discovery is scheduled.

Our second phase, Business Analysis and Design, is often called discovery. We send one or more experienced team members, usually the Solution Architect and a Systems Engineer, to your location to work with the users and walk through their business process which are relevant to the project. The goal of this phase is to ensure that we understand and uncover any unique requirements and have the right information to build a solution that will meet expectations. After onsite meeting ImageSoft will document the solution in a draft document called the Solution Requirements Document (SRD). In this document, we write Use Cases to identify the steps required to complete your business process within the new solution. Once internally vetted and reviewed, we send you this draft and schedule a review with you and your business Subject Matter Experts. We review the document live with you, making corrections to the

process to ensure all parties agree on what the solution will include. The Business Analysis and Design phase completes once the Solution Requirements Document is approved.

With the SRD agreed to, the Build phase begins. While we collaborate consistently through the entire project, the Build phase is the most iterative in terms of solution reviews and feedback loops. We will establish a regular cadence with you to demonstrate the solution as it is being built. Your feedback is critical in this phase. If we can catch a misunderstanding early in the project, we can update the design and estimate early to avoid overages later in the project. Seeing the solution often also helps your users and IT team understand the solution well before it is released to test and support.

Before we release a solution for user testing, we perform system testing within ImageSoft to ensure everything works as designed within the Solution Requirements Document. After this is complete, we train your users to test the solution. We provide and consult on a sample training plan that you can customize for your team, as well as provide training manuals for your solution. We follow a checklist of steps that include other templates and documents that we share with your team to make sure training is successful.

During the User Acceptance Testing (UAT) phase, we setup your project in our web-based issue tracking software called Jira. Jira is used by the team to log and track issues and enhancements. We meet with your team on a regular basis to review the issues, work with you to prioritize, resolve, and release for retest. At the end of UAT, your signoff permits the solution to be promoted to Production.

The last phase is the Production Migration and Go Live. While it seems like we are at the end of the project lifecycle, this is a critical phase and we treat it as such. Our team will collaborate with your IT staff well in advance of migration day to review the infrastructure, install all software, and prep the environment. We build a migration checklist with your IT team with tasks, assignees, and dates to make sure nothing is missed. We are available outside of business hours so that there can be as little impact as possible to your end users. The project team is allocated post go live to provide the continued support of your solution in Production for up to 30 days. After the 30-day production runoff the project team completes a checklist for our Court Care team that evaluates whether the solution is ready to be transitioned. The ImageSoft Court Care team has product and development experts available for quick issue resolution and will escalate back to the project team as necessary.

Through all phases, you will have a dedicated Project Manager working to ensure your project stays on track. Whether tracking budget, challenging design decisions that compromise scope, removing roadblocks to allow the project team to meet dates, the Project Manager is your project advocate. They also provide you status reports, identify and mitigate risks, and maintain the project plan.

Regardless of which team is working on your solution, the ImageSoft Way is to be collaborative, open to feedback, and quick to respond.

ImageSoft Responsibilities

ImageSoft Project Management

ImageSoft will provide the necessary project management services to manage ImageSoft project responsibilities defined in this SOW. The purpose of this activity is to provide direction and control of ImageSoft project personnel and to work cooperatively with the Court Project Manager on project planning, communications, and contractual activity. ImageSoft Project Manager will conduct project status meetings at least once per week with the Court Project Manager and key project stakeholders.

This activity includes the following tasks:

1. Drive to completion of the deliverables and other contractual responsibilities of ImageSoft, working cooperatively with the Court Project Manager.

2. Coordinate and manage the implementation activities of ImageSoft project personnel to maintain project scope, schedule and budget.
3. Actively communicate with Court on issue identification and escalation.
4. Manage project risks as they arise.
5. Coordinate with Court Project Manager the establishment of the project environment.
6. Establish documentation and procedural standards for Deliverables outlined in Appendix A of this SOW.
7. Maintain the ImageSoft project plan for performance of this SOW which lists the activities, tasks, assignments, milestones, and estimates.
8. Measure and evaluate progress against the ImageSoft project plan with the Court Project Manager. Work with the Court Project Manager to address and resolve deviations from the ImageSoft project plan.
9. Conduct project status meeting every two weeks with the Court Project Manager and key project stakeholders.
10. Prepare and submit status reports every two weeks to the Court Project Manager.

Project Planning & Initiation

The purpose of this activity is to define roles and responsibilities of the ImageSoft and Court team members, review the SOW, prepare and deliver high level project schedule, and conduct a project kick-off meeting.

This activity consists of the following subtasks:

1. Prepare and deliver the initial ImageSoft project plan.
2. Gather and review preliminary background and project related information.
3. Prepare and deliver Communication Plan.
4. Schedule discovery sessions with assistance from Court Project Manager.
5. Schedule and conduct a project kick-off meeting with Court and ImageSoft project teams including key stakeholders.

Business Analysis and Design

The objective of this activity is to define the functional and technical requirements for the solution and create a design for the solution. Court's business and IT Subject Matter Experts will participate in discovery, design, and review sessions.

This activity consists of the following subtasks:

1. Conduct up to [DAYS] days of onsite discovery meetings (2 ImageSoft resources)
2. Conduct follow up sessions as needed.
3. Document functional design information into a Solution Requirements Document (SRD) using Use Case language.
4. Perform internal review of Solution Requirements Document.
5. Review the Solution Requirements Document with Court.
6. Deliver and receive sign-off for Solution Requirements Document.
7. Perform Work Breakdown Structure to validate scope, estimates and schedule.
8. Revise the project plan based on the results of Discovery.

Build & Unit Test

The objective of this activity is to install and configure the system and to develop any agreed upon customizations as defined in the Solution Requirements Document. Build and Unit Test will be performed in a single DEV environment and migrated to a PROD environment. ImageSoft will schedule and perform functional demonstrations at regular intervals as determined by the project plan.

This activity includes the following subtasks:

1. Confirm system access.

2. Perform Court environment review.
3. Install and configure software in accordance to the Solution Requirements Document.
4. Develop solution in one environment in accordance to the Solution Requirements Document.
5. Perform bi-weekly internal planning activities to ensure build is progressing in accordance to the project plan.
6. Perform internal reviews of system at regular intervals.
7. Schedule and perform Court demonstrations at regular intervals as determined by the project plan.
8. Perform internal Unit Testing.

System Testing

The objective of this activity is to test the system and ensure it is working as designed in accordance to the Solution Requirements Document and associated test cases.

This activity consists of the following subtasks:

1. Create Test Cases from Solution Requirements Document.
2. Conduct system testing.
3. Fix identified problems.
4. Retest as required.

Conduct User Training

The objective of this activity is to train up to **[USERS]** users on the system. Training will be performed remotely over the Web unless otherwise specified.

The following Training Courses will be provided in accordance to this SOW:

1. User (Filer) Training
2. Clerk Training

System Administrator Knowledge Transfer

Because this system is managed by ImageSoft on ImageSoft servers, the amount of Court System Administration tasks required is minimal. However, ImageSoft will meet with the Court System Administrator through a remote Webinar meeting and provide knowledge transfer training that will allow the Court to provide the limited administration required.

The standard TrueFiling documentation, along with the site-specific documentation will be referenced during this training.

Support User Acceptance Testing

The purpose of User Acceptance Testing (UAT) is for Court to test the solution to ensure that it meets what was defined in the Solution Requirements Document. The UAT process is a cooperative effort facilitated by ImageSoft.

UAT requires heavy involvement from both the ImageSoft and Court teams; preparation for the UAT process starts early on in the project and culminates with the testing period. The duration of the testing period for this SOW is X (1 – 4) weeks. A Project Change Request will be required for additional UAT duration.

ImageSoft will perform the following tasks as part of the UAT process:

1. Provide Test Cases to Court based off the SRD with test results to be completed by Court. ImageSoft will consult with Court throughout UAT to ensure tests are completed successfully.
2. Provide UAT Issue Tracking system for Court to log defects.

3. Discuss testing best practices and Test Plan with the customer.
4. Work on-site with Court during a pre-defined period of time to guide UAT.
5. Provide onsite support for UAT Kickoff.
6. Conduct regular (at least 2x per week) status meetings during testing to assess test results and progress.
7. Assess reported issues and discuss, provide scope details, and estimate completion time frame.
8. Correct defects which Court demonstrates are behaving contrary to what was defined in the Solution Requirements Document.

Court will perform the following tasks as part of the UAT process:

1. Provide at least one (1) resource to perform a minimum of twenty (20) hours per week of testing during the testing period. Report results and issues to ImageSoft.
2. Identify a single point of contact for internal testers to report defects.
3. Identify a single point of contact to report defects and communicate with ImageSoft.
4. Participate in regular UAT status meetings (at least 2x per week).
5. Court System Administration shall verify user reported defects are behaving contrary to the Solution Requirements Document prior to submitting defects to ImageSoft. Enter defects into the ImageSoft-provided Issue Tracking system. Details to be entered include a minimum of:
 1. Detailed description of the problem (include screenshot(s) if applicable)
 2. Steps needed to reproduce the issue
 3. Troubleshooting steps which have already been taken to solve the issue
6. Perform regular retest of ImageSoft resolved defects (at least every other day) and communicate resolutions to end users.
7. Work with ImageSoft to prioritize issues that arise during UAT.

Assist Production Cutover (Go-Live)

ImageSoft will assist Court in the rollout of the final system into production. Production Rollout is a joint effort, and will require significant effort from Court.

This activity consists of the following subtasks:

1. Create Production cutover plan and communicate plan and status with Court.
2. Coordinate with Court on Production cutover schedule and activities, including any required system outages.
3. Promote configuration to Production (single environment only)
4. Perform smoke test of Production system after promotion.

Post Go-Live Support

ImageSoft will provide a comprehensive Maintenance and Support program for the system after it goes into live-production as required by the provisions of the Master Agreement. As part of such services, ImageSoft will transition from implementation mode to production support mode. This transition includes internal ImageSoft meetings and knowledge transfer and notification of updated contact procedures to Court users through the Court Project Manager.

Court Project Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Court management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to ImageSoft.

1. Prior to the start of this SOW, Court will designate a Project Manager, who will be the focal point for ImageSoft communications relative to this project and who will have the authority to act on behalf of Court. The Project Manager will: attend all status meetings; provide access to Subject

- Matter Experts, Project Sponsors, and other Stakeholders; ensure communication is timely across Court organization, and support issue escalation and resolution.
5. Court will respond in a timely manner (within 3 business days) to questions and other requests from the ImageSoft project team.
 6. Court is responsible to select and provide knowledgeable personnel to manage the system after rollout. This includes both IT and business process skills transfer.
 7. Court will ensure that appropriate personnel are available to attend the scheduled trainings.
 8. Court is responsible for providing updated standards and procedures. Step by step user documentation on user processes will not be provided by ImageSoft as a part of this Statement of Work.
 9. Court will provide adequate access to all systems (servers and workstations) required by the project on-site and/or remote via the Internet.
 10. Court will ensure its staff is available to provide such assistance as ImageSoft reasonably requires. ImageSoft is given reasonable access to Court's Senior Management team, as well as any members of its staff to enable ImageSoft to provide Services. If any Court staff fails to perform as required, Court will make suitable additional or alternative staff available.
 11. Court will provide relevant information and documentation required for the engagement.
 12. Court will ensure it has appropriate agreements in place with third parties to enable ImageSoft to perform the services under this SOW. This includes Court using or providing ImageSoft with third party information, software, support or materials for the project including but not limited to, where Court is employing other suppliers whose work may affect ImageSoft's ability to provide the services. Unless specifically agreed to in writing, Court will be responsible for the management of the third parties and the quality of their input and work.
 13. Court is responsible for obtaining and installing the required hardware and software infrastructure in a timeframe consistent with the deployment schedule established jointly by Court and ImageSoft. Except to the extent ImageSoft specifically agrees otherwise in this SOW, Court is solely responsible for the selection and management of all third-party hardware, software or communications equipment used on Court premises. ImageSoft cannot guarantee compatibility with all third-party products, however ImageSoft will assist in verifying compatibility with ImageSoft provided products. Products that are not verified by ImageSoft may be used, however extra costs may be incurred for ImageSoft to address issues that arise.
 14. Court, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data on Court computers.
 15. Court is responsible for network performance and troubleshooting assistance including the ability to monitor network traffic and isolate bottlenecks.
 16. Court responsibilities when integrating to Court Systems
 1. Technical expertise and assistance with existing Court systems, which may include engaging third-party vendors for assistance where necessary.
 2. Provide all relevant documentation of their system that are to be integrated.
 3. Unless otherwise described in a SOW, Court is responsible for any programming in legacy systems necessary to provide integration.
 4. Third Party interfaces need to be available PRIOR to starting Design Phase of the project to ensure that we are designing against a stable interface. All documentation, interface access, and SMEs are required to be available to ImageSoft throughout the project lifecycle. ImageSoft will not engage in parallel build of Integration to an interface under development without a special consideration.

Completion Criteria

ImageSoft will have fulfilled its implementation obligations under this SOW when one of the following first occurs:

1. Court agrees that the solution has been delivered pursuant to the terms of the Master Agreement by signing an Acceptance and Signoff Form (Exhibit 7 of the Master Agreement); or
2. 30 days after Court begins using the solution in a live-production mode; or

3. Court or ImageSoft terminates the project in accordance with the provisions of the Master Agreement.

Project Schedule

The Services in this SOW are estimated to be performed over a period of [XX] weeks from the agreed upon start date. A draft project plan will be delivered to the customer early in the project planning phase and updated iteratively.

Note: ImageSoft's professional service team currently has a lead time of up to six to eight (6-8) weeks to ramp-up project resources for a new customer project. Courts should check with their Account Executive for current project lead times. During this time, ImageSoft will assign an ImageSoft Project Manager to perform some of the following Project Planning and Initiation activities defined in Section 3.1.

Investment

Per the Master Agreement, ImageSoft is providing the standard TrueFiling e-filing solution at no direct cost to the Court. ImageSoft will charge to the filer fees on a per-filing basis as defined in the Master Agreement.

Court may contract for unique customizations, to the extent not within the scope of the Master Agreement, in a separate Statement of Work that is independent from this SOW and the Master Agreement.

Project Assumptions

The following assumptions were made by ImageSoft while preparing this SOW for Court. A significant change in any of the below assumptions may directly affect the schedule.

[INSERT PROJECT ASSUMPTIONS]

Appendix A: Software and Documentation Deliverables

A-1: Software Deliverables

The table below provides a short description of each of the software modules being provided. The description provided here is intended to provide a brief overview of the intended purpose. A more comprehensive description of each of the modules is available upon request.

Module Name	Part #	Description
TrueFiling SaaS Subscription		ImageSoft is providing a renewable subscription to the TrueFiling system. TrueFiling will run on ImageSoft servers, accessed by Court over the internet.
TrueFiling integrated OnBase software		Embedded special use version of OnBase for Filing Review
TrueFiling integrated iDocCreator software		Embedded special use version of ImageSoft iDocCreator
TrueFiling integrated iDocConverter software		Embedded special use version of ImageSoft iDocConverter

A-2: Standard Documentation

The standard TrueFiling documentation is as follows:

Court (Court)

- TrueFiling – Filing Review Guide

Appendix B: Court Requirements

[FILL IN CUSTOMER CONFIGURATION REQUIREMENTS]

END OF EXHIBIT 6

**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. 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.

2. EXPENSES.

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

3. 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.

3.1 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	\$0.85	\$0.65
1,000,000 or more Transactions	\$2.00	\$0.75	\$0.55

3.2 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.

4. 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.

END OF EXHIBIT 8

EXHIBIT 9

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 at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.
 - b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, 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 within one (1) calendar day. Contractor shall resolve Service Level 2 Errors within two (2) working days. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) 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.

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 9, 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 (1) 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 Engineering Manager shall notify the JBE at four (4) hour 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 Senior Vice President of Engineering 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 Senior Vice President for Engineering shall contact the JBE at two (2) hour intervals until the situation is resolved.

Escalation Stage 3: If a total of seventy-two (72) hours has elapsed since the initial call of the JBE to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to JBE's satisfaction, JBE shall be entitled to receive \$500.00 for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit 9. After a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 9 for a Service Level 1 or Level 2 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.

II. 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.

END OF EXHIBIT 9

EXHIBIT 10

TRAINING

1. Contractor will provide all necessary training on how to use the system. The training will outline the training required for key users on a “train the trainer” basis so that they may train the rest of the staff. Training shall be “hands-on” using production-ready versions of the EFM and I/GA EFSP.
2. Training will be provided on-site using the JBE’s facilities, equipment and data so that the training environment closely approximates the actual production environment.
3. Contractor will train the JBE’s staff in the development, certification, implementation and maintenance of a court policy file for the EFM.
4. Contractor will train the JBE’s staff to effectively administer the EFM and no-fee EFSP.
5. Contractor will provide instructional videos as well as written help text to support users of their services. Contractor will work with the JBE’s self-help centers and legal aid societies so that these organizations can provide more detailed assistance to filers.

END OF EXHIBIT 10

EXHIBIT 11

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall (i) provide a Statement of Work to provide assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable replacement software program (the "Substitute Product") if requested by the JBE, and (ii) once a Statement of Work is accepted 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) excluding Licensed Software 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 authorized under a fully executed Statement of Work, 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 that are fully paid for, in accordance with the provisions of Exhibit 9 (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 11, 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 and per the terms of the agreed Statement of Work 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 11

EXHIBIT 12

PARTICIPATION AGREEMENT

- (1) This Participation Agreement is made and entered into as of [month/day/year] (“Participation Agreement Effective Date”) by and between the _____ *[add full name of the JBE]* (“JBE”) and **ImageSoft, Inc.** (“Contractor”) pursuant to the Master Agreement #MA-2017-02 (“Master Agreement”) dated November 15, 2018 between the Judicial Council of California (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participation Agreement, each capitalized term used in this Participation Agreement shall have the meaning set forth in the Master Agreement.
- (2) This Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participation Agreement shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participation Agreement; (ii) the 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 Work provided for in the Master Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Master Agreement. The Participation Agreement and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) 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. 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.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement. 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 Participation Agreement), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participation Agreement shall be from the Effective Date until: [_____ month/day/year – *may not exceed the Expiration Date of the Master Agreement*].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in the attached Statement of Work.

- (8) Notices regarding this Participation Agreement must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
Scott D. Bade President 25900 W Eleven Mile Road, Suite 100 Southfield, MI 48034	[name, title, address]
<u>With a copy to:</u> Steve Dale	<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.

- (9) This Participation Agreement 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 Participation Agreement.

(10)

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

[JBE]

IMAGESOFT, INC.

By: _____

By: _____

Name: _____

Name: Scott D. Bade

Title: _____

Title: President

END OF EXHIBIT 12

EXHIBIT 13

ACCESSIBILITY

Contractor shall comply with all applicable provisions of the California Code of Civil Procedure (CCP) §1010.6, and all applicable rules adopted by the Judicial Council pursuant to CCP §1010.6 to implement such provisions.

As of June 2017 California, Assembly Bill #103 (AB103) was enacted amending CCP §1010.6, adding subdivision (h), which states in pertinent part:

(h) (1) The Judicial Council shall adopt uniform rules to implement this subdivision as soon as practicable, but no later than June 30, 2019.

(2) Any system for the electronic filing and service of documents, including any information technology applications, Internet Web sites, and Web-based applications, used by an electronic service provider or any other vendor or contractor that provides an electronic filing and service system to a trial court, regardless of the case management system used by the trial court, shall satisfy both of the following requirements:

(A) The system shall be accessible to individuals with disabilities, including parties and attorneys with disabilities, in accordance with Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d), as amended, the regulations implementing that act set forth in Part 1194 of Title 36 of the Code of Federal Regulations and Appendices A, C, and D of that part, and the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).

(B) The system shall comply with the Web Content Accessibility Guidelines 2.0 at a Level AA success criteria.

(3) A vendor or contractor that provides an electronic filing and service system to a trial court shall comply with paragraph (2) as soon as practicable, but no later than June 30, 2019. Commencing on the operative date of this subdivision, the vendor or contractor shall provide an accommodation to an individual with a disability in accordance with subparagraph (D) of paragraph (4).

(4) A trial court that contracts with an entity for the provision of a system for electronic filing and service of documents shall require the entity, in the trial court's contract with the entity, to do all of the following:

(A) Test and verify that the entity's system complies with this subdivision and provide the verification to the Judicial Council no later than June 30, 2019.

(B) Respond to, and resolve, any complaints regarding the accessibility of the system that are brought to the attention of the entity.

(C) Designate a lead individual to whom any complaints concerning accessibility may be addressed and post the individual's name and contact information on the entity's Internet Web site.

(D) Provide to an individual with a disability, upon request, an accommodation to enable the individual to file and serve documents electronically at no additional charge for any time period that the entity is not

compliant with paragraph (2) of this subdivision. Exempting an individual with a disability from mandatory electronic filing and service of documents shall not be deemed an accommodation unless the person chooses that as an accommodation. The vendor or contractor shall clearly state in its Internet Web site that an individual with a disability may request an accommodation and the process for submitting a request for an accommodation.

(5) A trial court that provides electronic filing and service of documents directly to the public shall comply with this subdivision to the same extent as a vendor or contractor that provides electronic filing and services to a trial court.

(6) (A) The Judicial Council shall submit four reports to the appropriate committees of the Legislature relating to the trial courts that have implemented a system of electronic filing and service of documents. The first report is due by June 30, 2018; the second report is due by December 31, 2019; the third report is due by December 31, 2021; and the fourth report is due by December 31, 2023.

(B) The Judicial Council's reports shall include all of the following information:

(i) The name of each court that has implemented a system of electronic filing and service of documents.

(ii) A description of the system of electronic filing and service.

(iii) The name of the entity or entities providing the system.

(iv) A statement as to whether the system complies with this subdivision and, if the system is not fully compliant, a description of the actions that have been taken to make the system compliant.

(7) An entity that contracts with a trial court to provide a system for electronic filing and service of documents shall cooperate with the Judicial Council by providing all information, and by permitting all testing, necessary for the Judicial Council to prepare its reports to the Legislature in a complete and timely manner.

END OF EXHIBIT 13