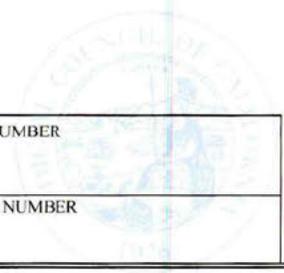


MASTER AGREEMENT COVERSHEET (rev 05-09)



MASTER AGREEMENT NUMBER MA-201303
FEDERAL EMPLOYER ID NUMBER 38-0387840

- In this agreement (the "Master Agreement"), the term "Contractor" refers to **Unisys Corporation** and the term "AOC" refers to the *Judicial Council of California, Administrative Office of the Courts*.
- The discounts reflected in Attachment 3 of this Master Agreement will be held for three years, commencing on **November 14, 2013** (the "Effective Date"). Discounts are applied against the then current list price, which shall be updated by the parties twice annually, or more frequently as mutually agreed.
- The title of this Agreement is: **Master Agreement for Document Management System Software and Support**. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of document management system software and support to the 58 Superior Courts of California, the California Courts of Appeal, including the Supreme Court of California, the Habeas Corpus Resource Center and the AOC (all "Judicial Branch Entities" or "JBEs").

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Master Agreement.
- This Master Agreement does not of itself encumber funds and neither the AOC nor JBEs are obligated to encumber funds as a result of this Master Agreement. This Master Agreement does not obligate the AOC or JBEs to issue orders under this Master Agreement or guarantee that the Contractor will receive a specific volume of business from the JBEs.
- The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following end-user license agreement and any attachments, collectively referred to as "Contract Documents") contains the parties' entire understanding related to the subject matter hereof. Any amendments, starting with the most recent shall take precedence over the existing Contract Documents.

Attachments to Master Agreement

Attachment 1 – Support Services

Attachment 2 – EMC Software Use Rights (included for informational purposes only)

Attachment 3 – Products and Pricing

Attachment 4 – Judicial Branch Contract Law

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Unisys Corporation
BY (Authorized Signature) 	BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Janine Huebner Contracts Manager Unisys Corporation
ADDRESS Attention: Grant Walker 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 801 Lakeview Drive, Suite 100 Blue Bell, PA 19422

MASTER AGREEMENT #MA-201303

This Judicial Council of California, Administrative Office of the Courts Master Agreement No. MA-201303 (the “**Master Agreement**”) is effective from November 14, 2013 (the “**Effective Date**”) until November 15, 2016 between:

Unisys Corporation

(“**Contractor**”)

801 Lakeview Drive, Ste 100

Blue Bell, PA 19422

Email for Legal Notices:

Janine.Huebner@unisys.com

And **Judicial Council of California, Administrative Office of the Courts**

(“**AOC**”)

455 Golden Gate Avenue

San Francisco, CA 94102

Email for Legal Notices:

Grant.Walker@jud.ca.gov

This Master Agreement governs AOC Group's procurement and use of all Products and Services ordered by any AOC Group member from Contractor, an authorized EMC Corporation (“**EMC**”) reseller on or after the Effective Date, subject to the terms set forth in this Agreement and any Attachments hereto. In the event of any conflict between the terms of the Master Agreement and the terms of any Attachment, the Master Agreement shall control except as expressly stated herein.

1. DEFINITIONS.

A. “AOC Data” means all data and information submitted to Contractor by or on behalf of the AOC Group or AOC contractors, including all such data and information relating to the AOC Group and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

B. “AOC Group” means, any or all of the following (a) the Judicial Council/AOC, (b) the Supreme Court, (c) Courts of Appeal, and (d) the Superior Courts of California.

C. “AOC Customer” means the AOC Group member within the Judicial Council/AOC, the Supreme Court, Courts of Appeal, or the Superior Courts of California which may procure and use the Product and/or Services under the Master Agreement and are bound to these terms by the AOC Group.

D. “Applicable Law” means any federal, state and local laws, codes, legislative acts, regulations, ordinances, rules of court and court orders with the force of law, as applicable.

E. “Customer Support Tools” means any software or other tools made available by Contractor (or EMC as applicable) to any member of the AOC Group to enable such member of the AOC Group to perform various self-maintenance activities.

F. “Documentation” means the then-current, generally available, written user manuals and online help and guides for Products provided by Contractor (or EMC, as applicable).

G. “Installation Site” means the address or other location identified on the Contractor quote or other document prepared by Contractor as the site of installation and/or use of a Product, or a subsequent location approved by Contractor.

H. “Maintenance Aids” mean any hardware, software or other tools, other than AOC Group Support Tools, used by Contractor (or EMC, as applicable) to perform diagnostic or remedial activities on Products.

I. “Products” mean the **“Software”** (which is any EMC identified programming code Delivered by Contractor to any member of the AOC Group as a standard product, also including microcode, firmware and operating system software, and Software Releases thereto).

J. “Product Notice” means the notice by which Contractor (via EMC) informs any member of the AOC Group of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (Support Option) terms. Product Notices may be delivered in a Contractor quote, otherwise in writing and/or a posting on the applicable website, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp. The terms of the Product Notice in effect as of the date of the Contractor quote shall be incorporated into and made a part of the relevant AOC Group purchase order. Each Product Notice is dated and is archived when it is superseded by a newer version. Contactor (via EMC) shall not change any Product Notice retroactively nor shall any member of the AOC Group be bound by any proposed retroactive changes made with regard to any Products listed on a Contractor quote issued prior to the date of the applicable Product Notice. Contractor (via EMC) shall provide any member of the AOC Group with a copy of the applicable Product Notice and/or attach it to the relevant Contractor quote upon request.

K. “Services” mean services provided by Contractor or its designee to any member of the AOC Group and may consist of (i) services for the support and maintenance of standard Products (**“Support Services”**); or (ii) installation, implementation, configuration, training, or other Product related services purchased at a pre-established fee and provided under a pre-determined scope (such as a Service Brief) (**“Implementation Services”**); or (iii) any other Product related service that is not part a Support Services or Implementation Service, but which will be separately charged to AOC Group on a time and materials basis and may be made available under a separate, mutually agreed upon set of terms and conditions (**“Time and Materials Service”**).

L. “Software Release” means any subsequent version of Software provided by Contractor (via EMC) after initial Delivery of Software, but does not mean a new Product.

M. “Service Brief” means a short form service description associated with a Contractor model number (which describes pre-set installation, implementation, configuration, training or other activities Contractor (or its subcontractors, as applicable) will perform when that Contractor model number is included in a purchase order.

2. PURCHASING, PRICING AND PAYMENT.

A. Purchasing. Contractor shall be responsible for receipt of all orders, fulfillment of those orders, invoicing to AOC Group, and collections. Contractor agrees to provide Products and Services that are authorized under the Master Agreement and that are specified in individual orders. Contactor agrees to comply with the terms of this Master Agreement including pricing and payment terms. Each AOC Group member’s purchase order shall reference the applicable

quotation provided by Contractor, and becomes binding on both parties when it is signed by the appropriate parties.

B. Pricing. Pricing for the Products and Services shall be as set forth in Attachment 3.

C. Payment. The AOC Group member shall pay Contractor's invoices in full within forty-five (45) days after the date of invoice. In addition to the charges due hereunder, the AOC Group member shall pay or reimburse to Contractor for all, sales tax (unless exempt from sales tax because of electronic download), resulting from a AOC Group member purchase order.

3. DELIVERY AND INSTALLATION.

A. Product Delivery. Title and risk of loss for Products sold (i.e. physical media containing Software) shall transfer to AOC Group upon Contractor's delivery to a carrier at Contractor's designated point of shipment ("**Delivery**") identified in the purchase order received by Contractor. Unless otherwise agreed, a common carrier shall be specified by Contractor. Notwithstanding the foregoing, Software Delivery shall occur when provided by electronic means (unless unavailable, in which case software shall be provided on physical media).

B. Product Installation and Acceptance. Products shall be deemed accepted upon Delivery, unless Implementation Services are purchased contemporaneously. In such event, the Products shall be deemed accepted when Contractor demonstrates that the Product operates in substantial conformity to the Product's Documentation and/or the Service Brief, as applicable. Notwithstanding acceptance of Products, AOC Group retains all rights and remedies set forth in the section entitled "Product Warranty."

4. LICENSE TERMS.

A. General License Grant. Contractor (via EMC) grants to AOC Group a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) the Software for AOC Group's internal business purposes; and (ii) the Documentation related to Software for the purpose of supporting AOC Group's use of the Software. Licenses granted to AOC Group shall, unless otherwise indicated on the Contractor quote, be perpetual and commence on Delivery of the physical media or the date AOC Group is notified of electronic availability, as applicable.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Product Notice and/or Contractor quote. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with a certain hardware operating environment, platform, host system, or hardware processor (to the extent applicable, if at all, to the Products purchased under the Master Agreement); and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software required to enable the equipment with which it is shipped to perform its basic functions, is licensed for use solely on such equipment. See the Product Notice (specifically <http://www.emc.com/collateral/software/warranty-maintenance/h2483-sw-use-rights.pdf>, a copy of which is attached hereto for informational purposes as Attachment 2) for descriptions of available licensing models.

C. License Restrictions. All Software licenses granted herein are for use of object code only. AOC Group is permitted to copy the Software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. AOC Group may copy Documentation

insofar as reasonably necessary in connection with AOC Group's authorized internal use of the Software. AOC Group shall not, without prior written consent (i) use Software in a service bureau, application service provider or similar capacity (as further described at the end of this provision); or (ii) disclose any trade secrets or other Confidential Information (as further described in Section 12 – Confidentiality); (iii) make available Software in any form to anyone other than AOC Group's employees or contractors; or (iv) transfer Software to a third party. For clarity, the parties agree that it shall not be considered a violation of Section (C)(i) above when Software is used in a hosted environment, such as a data center, provided that such usage is solely in support of AOC Group, and the third party operating/maintaining the hosted environment is authorized under an outsourcing agreement or similar terms to utilize the Software on AOC Group's behalf. Notwithstanding the foregoing, AOC Group shall remain responsible for the third party's compliance with the terms of this Master Agreement.

D. Software Releases. Software Releases shall be subject to the license terms applicable to Software.

E. Audit Rights Regarding Use of Software. Upon request by Contractor, the AOC Customer shall promptly (i) provide a written statement certifying the extent of AOC Customer's use of the Software, or (ii) allow Contractor to conduct a reasonable audit of the applicable AOC Customer facilities and/or records to determine whether the use of the Software is in conformance with the license granted under the Master Agreement. AOC Customer shall reasonably cooperate with and assist in any such audit, which shall be conducted with prior written notice during AOC Customer's normal business hours and shall not unreasonably interfere with AOC Customer's business activities. Use shall be determined by Contractor or a third party auditor (at Contractor's expense, if any). AOC Customer (or its contractors, as applicable) will, at AOC Customer's expense (if any) provide to Contractor (or its third party auditor, as applicable) copies or extracts of all records or data requested as part of the software audit in a form and format of AOC Customer's choosing. To the extent that the AOC Customer is unable to provide any of the foregoing access or information in support of Contractor's audit, the AOC Group shall cooperate with and assist in any such audit. Contractor (or its third party auditor, as applicable) shall review the license rights granted hereunder and assess through the data collected whether AOC Customer's usage is in compliance. Results of the audit may be in the form of a deployment summary or an entitlement report. Should such an audit or certification statement indicate usage in excess of that for which AOC Customer is licensed, the AOC Customer that procured the Software shall be liable for any usage of the Software in excess of the licenses purchased hereunder, and the parties shall work in good faith to determine the applicable fees owed, if any.

F. Termination. Contractor may terminate Software licenses for cause, if AOC Group breaches the terms governing use of the Software under Section 4 of this Master Agreement or fails to make any undisputed payment owed to Contractor for the Software, and fails to cure within thirty (30) days after receipt of Contractor's written notice thereof. Upon termination of a Software license, AOC Group shall cease all use and return or certify destruction of the applicable Software (including copies) to Contractor.

G. Reserved Rights. All rights not expressly granted to AOC Group are reserved by Contractor. In particular, no title to, or ownership of, the Software is transferred to AOC Group. AOC Group shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, AOC Group shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer,

decompile or otherwise reduce to human readable form the Software without prior written consent, nor shall AOC Group permit any third party to do the same.

H. Other License Terms. If a particular Product is provided with a "clickwrap" or "clickthrough" agreement included as part of the installation and/or download process, or a "shrinkwrap" agreement included in the packaging for the Product, the terms of such clickwrap, clickthrough, or shrinkwrap agreement shall, in case of conflict with the terms of the Master Agreement, (i) prevail with regard to Products for which Contractor is not the licensor, as further described in Section 8 – EMC Select or Brokerage Products; and (ii) not prevail over the Master Agreement with regard to Products for which Contractor is the licensor.

5. PRODUCT WARRANTY.

A. Software Warranty. Contractor (via EMC) warrants that Software will substantially conform to the applicable Documentation for such Software and that any media will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period set forth in the Product Notice. Contractor does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets AOC Group's requirements, except if expressly warranted by Contractor in its quote. Support Services for Software are available for separate purchase and the Support options are identified at the Product Notice.

B. Warranty Duration. Unless otherwise stated on the Contractor quote, the warranty period for Products shall be as set forth at the Product Notice, or one (1) year, whichever is greater. Software warranty commences upon Delivery of the media or the date AOC Group is notified of electronic availability, as applicable.

C. Anti-Virus Warranty. Contractor (via EMC) warrants that it shall use reasonable technical means to detect computer viruses. Provided AOC Group uses the Software in accordance with the Master Agreement, Contractor further warrants that the Software as delivered by Contractor does not contain any virus or computer software code, routines or devices designed to disable, damage, impair, erase, deactivate, or electronically repossess the Software or other software or data. In the event that Contractor breaches the aforesaid warranty, then AOC Group must report in writing such breach of this warranty to Contractor promptly and AOC Group's sole and exclusive remedy and Contractor's sole liability for breach of this warranty shall be the immediate replacement of all copies of the affected Software rightfully in the possession of AOC Group with a copy that does not contain such virus. Notwithstanding the foregoing warranty: (i) the Software may include software routines designed to permit Contractor (or other person acting by authority of Contractor) to obtain access for purposes of providing Support Services; or (ii) AOC Group may require a valid Software license key/authorization code provided by Contractor in order to enable use of some of the Software either now or in the future dependent upon Contractor's license management technology. Subparts (i) and (ii) shall not be a violation of the warranty stated in this section.

D. AOC Group Remedies. Except as otherwise expressly provided in subsection (C) above, Contractor's entire liability and AOC Group's exclusive remedies under the warranties described in this section shall be for Contractor at its option, to remedy the non-compliance or to replace the affected Product. If Contractor is unable to effect such within a reasonable time, then Contractor shall refund the amount paid by AOC Group for the Product concerned as depreciated on a straight line basis over a five (5) year period, upon return of such Product to Contractor. All

replaced Products or portions thereof shall be returned to and become the property of Contractor. If such replacement is not so returned, AOC Group shall pay Contractor's then current spare parts price therefore. Contractor shall have no liability hereunder after expiration of the applicable warranty period.

E. Warranty Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by AOC Group or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Contractor's control; (iii) installation, operation or use not in accordance with Contractor's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; or (v) modification, alteration or repair by anyone other than Contractor or its authorized representatives. Contractor has no obligation whatsoever for Software installed or used beyond the licensed use, or whose original identification marks have been altered or removed.

F. No Further Warranties. Except as expressly stated in the applicable warranty set forth in this Master Agreement, and except as expressly provided in Section 6 (Indemnity) below, Contractor (including its suppliers) provides the Products and Services "AS IS" and makes no other express or implied warranties, written or oral, and EXCEPT AS SPECIFIED IN THIS AGREEMENT, NEITHER THE AOC GROUP NOR CONTRACTOR MAKES ANY WARRANTIES HEREUNDER WITH RESPECT TO THE SERVICES, LICENSED SOFTWARE, DELIVERABLES OR IT INFRASTRUCTURE OF THE AOC GROUP, OR ANY PART THEREOF, AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A SPECIFIC PURPOSE, AND ANY WARRANTY ARISING BY THE STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

6. INDEMNITY.

Contractor shall defend and indemnify AOC Group against any third party claims of personal injury (including death) or damage to any tangible personal or real property to the extent caused by Contractor's negligence or willful acts or omissions during the performance of the Services by Contractor under this Agreement and pay the resulting costs and damages finally awarded against AOC Group by a court of competent jurisdiction or the amount stated in a written settlement negotiated by Contractor.

Contractor shall defend and indemnify AOC Group against any third party claims that a Product or Service infringes any third party intellectual property rights, including any patent or copyright enforceable in a country that is a signatory to the Berne Convention. With respect to third-party claims alleging infringement, should any such Product or Service become, or in Contractor's opinion be likely to become, the subject of such a claim, Contractor may, at its option and expense, (1) procure for AOC Group the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; (3) request return of the affected Product and, upon receipt thereof; refund the price paid by AOC Group less a straight line depreciation based on a four(4) year useful life for the affected Product; or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. Contractor shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of a Product or Service with third party products or services; (B) use for a purpose or in a manner for which the Product or Service was not designed;

(C) any modification made by any person other than Contractor or its authorized representatives; (D) any technology owned or licensed by AOC Group from third parties; or (E) use of any older version of the Software when use of a newer Software Release to AOC Group would have avoided the infringement, and such newer Software Release had been made available to AOC Group avoid the infringement; or (F) any modifications to a Product or Service resulting from a Time and Materials Service made by Contractor at the direction of the AOC Group under. THIS SECTION STATES AOC GROUP'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

The foregoing indemnity obligations are subject to the following: AOC Group (a) notifies Contractor promptly in writing of such claim; (b) grants Contractor sole control over the defense and settlement thereof; (c) reasonably cooperates in response to a Contractor request for assistance; and (d) is not in material breach of this Master Agreement.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT AS SET FORTH IN SECTION 7(C) BELOW, IN NO EVENT WILL EITHER PARTY'S (OR THEIR CONTRACTOR'S) AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR BOTH (i) THE RIGHTS OF EQUITABLE INDEMNITY AND/OR CONTRIBUTION SPECIFIED IN THE LAST SENTENCE OF SECTION 7(C), AND (ii) DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, EXCEED TWO TIMES THE PURCHASE PRICE. PURCHASE PRICE WILL MEAN THE TOTAL PRICE OF THE PURCHASE ORDER FOR THE PRODUCTS AND SERVICES THAT GAVE RISE TO THE LOSS SUCH THAT CONTRACTOR WILL HAVE A SEPARATE LIMITATION OF LIABILITY FOR EACH PURCHASE ORDER .

B. No Indirect Damages. EXCEPT AS SET FORTH IN SECTION 7(C) BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INCLUDING WITHOUT LIMITATION LOST DATA (except as expressly set forth in Article (D) below), PROFITS, AND REVENUES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Defined Exceptions. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 7 WILL NOT APPLY WITH RESPECT TO CLAIMS FOR DAMAGES OCCASIONED BY THE BAD FAITH, FRAUD, WILLFUL MISCONDUCT OR RECKLESSNESS OF CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, OR AOC GROUP OR AOC'S CONTRACTORS WHICH GIVE RISE TO (i) THE MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY OR (ii) THE BREACH CONFIDENTIALITY OBLIGATIONS AS APPLICABLE (COLLECTIVELY, "DEFINED EXCEPTIONS"). IN NO EVENT WILL ANY LIMITATION OF LIABILITY IN THIS AGREEMENT LIMIT OR RESTRICT EITHER PARTY'S RIGHTS TO SEEK CONTRIBUTION AND/OR EQUITABLE INDEMNITY (AS AVAILABLE AT LAW) FROM THE OTHER PARTY OR ITS CONTRACTORS, SUBCONTRACTORS OR SUPPLIERS FOR CLAIMS BASED IN TORT (EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 7(A) ABOVE).

D. Regular Back-ups. AOC Group shall take reasonable data back-up measures. In particular, AOC Group shall provide for a daily back-up process and back-up the relevant data before Contractor performs any remedial, upgrade or other work on AOC Group's production systems. To the extent Contractor's liability for loss of data is not in any way excluded under the Master Agreement, Contractor shall in case of data losses only be liable for the effort to recover the data which would have accrued if AOC Group had appropriately backed up its data.

E. Limitation Period. The limitations period for claims or other legal actions under this Agreement shall be four (4) years after the cause of action accrues.

F. Suppliers. The foregoing limitations shall also apply in favor of Contractor's suppliers.

8. EMC SELECT OR BROKERAGE PRODUCTS.

Periodically, Contractor (via EMC) may offer to supply or license certain products that are made by a third party manufacturer/supplier and not EMC. Some of such products are specifically identified as "**EMC Select Products**" (or a similar descriptor) in Attachment 3 – Products and Pricing, and also may additionally be listed at <http://www.emc.com/partnersalliances/programs/select.jsp>. Other such third party manufacturer/supplier products may be provided by Contractor on a case-by-case basis in response to an AOC Group request ("**Brokerage Products**"), and will be identified on the Contractor quote using "Brokerage" or a similar descriptor. The applicable third party manufacturer/supplier terms applicable to the EMC Select or Brokerage Products shall be provided to AOC Group upon request, for AOC Group's review. AOC Group shall only submit a purchase order to Contractor if such third party manufacturer/supplier terms are acceptable to AOC Group. Notwithstanding any other provisions of the Master Agreement, EMC Select Products and Brokerage Products are subject to the standard license, warranty, indemnity and support terms of the third party manufacturer/supplier (or an applicable agreement between AOC Group and such manufacturer/supplier), to which AOC Group shall adhere. Even if support fees are invoiced through Contractor, EMC Select Products and Brokerage Products are not supported by Contractor or EMC, and AOC Group must contact such third party directly for support services. Any warranty or indemnity claims against Contractor in relation to EMC Select Products or Brokerage Products are expressly excluded. In no event shall Contractor be liable to AOC Group for any damages that in any way arise out of or relate to any EMC Select Products or Brokerage Products. EMC Select Products and Brokerage Products are provided by Contractor "AS IS."

9. Escrow.

Within ninety (90) days after first shipment to AOC Group of object code Software under this Master Agreement, Contractor shall require EMC to place the related source code into escrow, if it has not already done so, with a third party escrow agent.

The agreement between the escrow agent and EMC currently specifies the following conditions for release of the source code to customers: (i) the customer must have a valid license for the object code of the applicable item; (ii) the object code must be covered by a then current EMC warranty or valid maintenance contract with EMC; (iii) the customer must provide written notice to the escrow agent and EMC that EMC has ceased to perform its warranty/maintenance obligations to customer; (iv) EMC must not have filed, within thirty (30) days after receipt of the notice from customer, a written notice with the escrow agent, with a copy to the customer,

stating that the conditions for release have not been met; and (v) customer must pay the escrow agent's then current standard fees for the release to customer of the applicable source code. EMC reserves the right to change the escrow agent or revise the agreement with the escrow agent, provided such actions do not materially and adversely impact customer's rights under this paragraph. Upon such release of the source code, customer is granted a license to use the source code solely for purpose of maintaining its existing object code licenses in a manner substantially similar to that which was required of EMC under the applicable EMC warranty or maintenance agreement. Customer shall make no other use of the source code and shall not disclose all or any portion of it to any third party.

The terms of this paragraph shall not apply to those portions of Software, if any, that consist of, or are derived from, object code that EMC licenses from a third party licensor ("Third Party Code") except to the extent that EMC's agreement with the third party licensor authorizes EMC to place the source code for the Third Party Code into an escrow arrangement that conforms to the terms of this paragraph.

10. Insurance and Risk of Loss.

When performing work on property in the care, custody or control of the AOC Group, Contractor shall maintain the following insurance:

- A. Commercial general liability insurance, including bodily injury, property damage and products/completed operations coverage in the amount of not less than five million dollars (\$5,000,000) each occurrence or aggregate where applicable;
- B. Workers' Compensation coverage providing statutory benefits, and employer's liability insurance with minimum limits of one million dollars (\$1,000,000) each accident/each employee covering all employee;
- C. Business auto liability, including coverage for all owned, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than one million dollars (\$1,000,000) each accident; and
- D. Professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) in aggregate.
- E. Contractor shall furnish a memorandum of insurance or a certificate of insurance, and shall include the insurance requirements in this Section 10 in any subcontract agreement for Services delivered for each Contractor subcontractor (if applicable). Insurance coverages provided by Contractor subcontractors as evidence of compliance with the insurance requirements of this Section 10 shall be subject to all of the requirements stated herein except for professional errors and omissions liability insurance.
- F. All insurance which Contractor is obligated to carry pursuant to the Master Agreement, shall (i) with respect to commercial general liability insurance, name the AOC Group as additional insureds to the extent of the liabilities assumed by Contractor as set forth in the Indemnification section of this Master Agreement, and (ii) require the insurer to endeavor to provide at least thirty (30) calendar days prior written notice to the AOC Group of cancellation. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. Contractor shall cause its insurers to issue to the AOC on or before the

Effective Date a memorandum of insurance or certificates of insurance evidencing that the coverages required under this Agreement are maintained in force. The insurers selected by Contractor shall be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A- / VII" category (or any future equivalent).

G. Risk of Loss. Each Party will be responsible for the risk of loss of, and damage to, any equipment, software, facilities and other materials while in its possession or under its control.

11. EVALUATION TRANSACTIONS.

AOC Group may from time to time request Evaluation Products, under terms separate and apart from this Master Agreement. "**Evaluation Products**" are the Products made available by EMC Corporation directly to AOC Group for a limited period of time, for non-production use, at no charge to enable AOC Group to evaluate such Products prior to making a final decision on licensing or purchasing such from Contractor under the terms of this Master Agreement. The Products, period of use, installation site and other transaction-specific conditions applicable to the Evaluation Products shall be mutually agreed between EMC and AOC Group.

12. CONFIDENTIALITY.

"**Confidential Information**" means any information that is marked "confidential" or "proprietary" or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information.

Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with the Master Agreement or any purchase order hereunder; and (ii) protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to:

- (a) AOC Group data to which Contractor may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies;
- (b) trade secrets or other Product technical information which may include but is not limited to results of any comparative or competitive analyses, benchmark testing or analyses of the Products, which shall remain Confidential Information until (i) one of the exceptions stated in the above definition of Confidential Information applies; or (ii) until such information is redacted by Contractor (and/or EMC as applicable) to the degree it determines is appropriate in its sole discretion, prior to disclosure to a third party.

Notwithstanding the foregoing, either party may disclose Confidential Information (i) to a contractor, subcontractor, or agent for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such contractor, subcontractor, or agent complies with the foregoing; and (ii) if required by law provided the receiving party has given the disclosing party prompt notice.

13. EXPORT CONTROL. The Products, Services and the technology included therein provided under this Master Agreement are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Products and technology included therein may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Products and technology included therein outside of the United States or other countries (collectively, "**Export Laws**"). AOC Group shall comply with all Export Laws and Contractor export policies to the extent such policies are made available to AOC Group by Contractor. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

14. TERM AND TERMINATION.

A. Termination for Convenience.

The AOC Group may terminate the Master Agreement for convenience, in whole or in part, upon thirty (30) calendar days prior written notice to Contractor specifying the extent of termination and the effective date thereof ("Notice of Termination for Convenience"). The AOC Group's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the AOC Group. Contractor agrees that, as to the terminated portion of the Services under this Master Agreement, this Master Agreement will be deemed to remain in effect until such time as the termination settlement, if any, is concluded and this Master Agreement will not be void.

After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the AOC Group, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this Master Agreement. Contractor shall: (1) stop work as specified in the Notice of Termination for Convenience; (2) place no further subcontracts, except as necessary to complete the continued portion of this Master Agreement; (3) terminate all subcontracts to the extent they related to the work terminated; and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of the subcontracts or portion thereof., the approval or ratification of which will be final.

Upon termination for convenience, the AOC Group shall pay Contractor amounts due for (1) all Products or Services that have been Delivered to the AOC Group, (2) the reasonable and necessary non-cancelable costs incurred by Contractor in winding-down contract performance, as mutually agreed in advance in writing by the Parties, and (3) the reasonable and necessary non-cancelable costs incurred by Contractor in performing Services prior to the effective date of termination other than on Products that have been Delivered to the AOC Group, Contractor shall submit a termination settlement proposal with a complete statement of all such costs, including the costs of terminating any subcontracts.

B. Termination for Cause.

1. The AOC Group may terminate the Master Agreement, in whole or in part, if Contractor materially breaches any provision of this Master Agreement, and does not cure such breach within thirty (30) calendar days after receipt of a notice of breach stating the AOC Group's intent to terminate.

2. Contractor may, by written notice of breach to the AOC Group, terminate the Master Agreement for cause if the AOC Group materially breaches any provision of Master Agreement which includes but is not limited to misuse of Contractor's (or EMC's as applicable) Intellectual

Property Rights with respect to misuse or unauthorized disclosure of Confidential Information and does not cure such breach within sixty (60) calendar days after receipt of a notice of breach stating Contractor's intent to terminate.

3. Contractor shall have no other right to terminate this Master Agreement. With respect to breaches of this Master Agreement that relate solely to the inability of the AOC Group to provide the resources (such as subject matter experts, hardware, personnel and facilities). Contractor shall not have the right to file any claim, action or proceeding for such breaches and, instead, will rely solely upon its right to receive equitable adjustments.

4. If the AOC Group terminates this Master Agreement, in whole or in part, for its convenience, the AOC Group shall pay Contractor amounts due for all Products or Services, that have been Delivered to the AOC Group. Contractor shall submit a termination settlement proposal, with a complete statement of all applicable costs. If, after termination for cause by the AOC Group for Contractor's breach, it is determined that Contractor was not in breach, or that the breach was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the AOC Group. Except as expressly provided in this Section, the AOC Group and shall incur no liability by virtue of terminating for Contractor's breach in accordance with the termination provisions of the Master Agreement.

C. Termination for Non-Appropriation of Funds.

Contractor acknowledges that funding for the Master Agreement beyond the current appropriation year is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in the Master Agreement. Without limiting the foregoing, the AOC Group may terminate the Master Agreement upon written notice to Contractor without prejudice to any right or remedy of the AOC Group for lack of legislative appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration or other termination of the Master Agreement, the AOC Group may terminate the Master Agreement in whole or in part by written notice to Contractor. Such termination shall be in addition to the AOC Group's rights to terminate for convenience or cause. If the Master Agreement is terminated for non-appropriation, (i) the AOC Group will be liable as if it had terminated for convenience; and (ii) Contractor shall be released from any obligation to provide further Products or Services pursuant to this Master Agreement to the extent affected by such termination.

15. AUDIT OF RECORDS.

- A. Contractor agrees that, upon the AOC Group's reasonable prior notice and request, no more than once a year, the AOC Group or its designated representative shall have the right to audit and copy any records and supporting documentation pertaining to performance under this Agreement in accordance with California Government Code Section 77206(c) (but excluding any cost information or internal financial audit reports except to the extent necessary to confirm the accuracy of payments made under this Agreement). All auditors shall comply with Contractor's confidentiality and security policies and procedures and shall not disrupt Contractor's normal operations. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated by Applicable Law. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably

have information related to such records. Further, Contractor agrees to include a similar right of the AOC Group to audit records and interview staff in any subcontract related to performance of this Agreement.

- B. If, as a result of an audit hereunder, the AOC Group determines that Contractor has overcharged the AOC Group, it shall notify Contractor of the amount of such overcharge and Contractor shall promptly pay to the AOC Group the amount of the overcharge, plus interest, calculated from the date of receipt by Contractor of the overcharged amount until the date of payment to the AOC.
- C. In addition to the AOC Group's rights set forth in subsection (b) above, in the event any such audit correctly identifies an overcharge due to Contractor's negligence to the AOC Group of five percent (5%) or more for the Products or Services provided during the time period subject to audit, Contractor shall, at the AOC's option, issue to the AOC Group a credit against the fees, or reimburse the AOC Group, in an amount equal to the cost of such audit.

16. MISCELLANEOUS.

A. Customer References. Contractor may identify AOC Group for reference purposes following the authorized written consent of the applicable entity within the AOC Group.

B. Notices. Any notices hereunder shall be in writing.

C. Entire Agreement. The Master Agreement, together with any other attachment thereto, and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in writing. All terms of any purchase order or similar document provided by AOC Group, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with the Master Agreement and/or the applicable quote, shall be null and void and of no legal force or effect, unless expressly accepted by Contractor in writing in an order acknowledgement or similar document.

D. Force Majeure. Except for payment of fees, neither party shall be liable under this Master Agreement because of a failure or delay in performing its obligations due to any force majeure event, including strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

E. Assignment. AOC Group shall not assign this Master Agreement or a purchase order or any right herein or delegate any performance without Contractor's prior written consent, which consent shall not be unreasonably withheld. Contractor may use EMC or other sufficiently qualified subcontractors to provide Services to AOC Group, provided that Contractor shall remain responsible to AOC Group for the performance thereof.

F. Governing Law; Jurisdiction; Venue. This Master Agreement is governed by the laws of the State of California, including any Applicable Laws (including but not limited to the Judicial Branch Contract Law identified in Attachment 5). To the extent permitted by law, the courts of the State of California shall be exclusively competent to rule on disputes arising out of or in connection with this Master Agreement and all purchase orders. The U.N. Convention on Contracts for the International Sale of Goods does not apply. In the event that any action under or relating to this Agreement is filed by a party hereto in court, the parties agree that such action shall be brought in the Superior Court of California, City and County of San Francisco,

California, unless the matter involves federal jurisdiction, in which case the parties agree that the action shall be brought in the United States District Court for the Northern District of California. Neither party shall contest jurisdiction or venue in such courts in the City and County of San Francisco, California, and both parties consent thereto.

G. Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

H. Severability/Partial Invalidity. If any part of the Master Agreement, a purchase order or a Contractor quote is held unenforceable, the validity of the remaining provisions shall not be affected.

I. Attachments. The following Attachments form part of this Master Agreement.

Attachment 1 – Support Services

Attachment 2 – EMC Software Use Rights (*included for informational purposes only*)

Attachment 3 – Products and Pricing

Attachment 4 - Judicial Branch Contract Law

J. Dispute Resolution.

(i) *Project Managers Negotiations.* The respective Project Managers of the parties shall attempt in good faith to informally and promptly resolve any disagreement that arises (“Dispute”) that can be settled within the limits of authority granted them under the Master Agreement.

(ii) *Senior Level Negotiations.* If the settlement of a disagreement is beyond the authority allowed the Project Managers under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this Section 4.15 to resolve the Dispute (“Dispute Notice”). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party’s position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party’s position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute Notice is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.

(iii) *Dispute Notice Response.* Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party’s Dispute Notice (“Dispute Notice Response”). The Dispute Notice Response shall include: (A) detailed factual information and supporting documentation in support of the receiving Party’s position; and (B) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party’s position.

(iv) *Senior Level Negotiations.* If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties (“Senior Level Negotiations Notice”). The senior level negotiators shall meet in person

or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) days after the Senior Level Negotiations Notice is given to the other Party.

(v) *Litigation*. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.

(vi) *Confidentiality*. All negotiations conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code Section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code Sections 703.5 and 1115 through 1128.

(vii) *Continuation of Work*. Pending the final resolution of any dispute arising under, related to or involving the Master Agreement, Contractor agrees to diligently proceed with the performance of the Master Agreement, including the delivery of Services or providing of Products in accordance with the requirements of the Master Agreement. Contractor's failure to diligently proceed in accordance with the requirements of the Master Agreement will be considered a material breach of the Master Agreement. The foregoing provisions of this Section shall be subject to each Party's rights of termination under Section 15 of this Master Agreement.

K. Licenses, Approvals, Permits and Authorizations Required by Applicable

Law. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws for the performance of the Services and provision of the Products. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations. Contractor shall be responsible for any fines and penalties arising from its noncompliance with any Applicable Law, to the extent such noncompliance was not caused by the AOC.

L. Agreement and Exhibit References. In the Master Agreement and the Attachments:

(i) the Attachments, including any other attachments thereto, shall be incorporated into and deemed part of the Master Agreement and all references to the Master Agreement shall include the Attachments;

(ii) references to any Applicable Law (including but not limited to the Judicial Branch Contract Law identified in Attachment 5 means references to such Applicable Law in changed or supplemented form or to a newly adopted Applicable Law replacing a previous Applicable Law; and

(iii) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation."

M. Headings The Section headings and any Table of Contents are for reference and convenience only and shall not be considered in the interpretation of the Master Agreement.

N. Interpretation of Documents. In the event of a conflict between this Master Agreement and the terms of any of the Attachments, the terms of this Master Agreement shall prevail.

O. National Labor Relations Board Certification. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to

comply with an order of the National Labor Relations Board. This provision is required by, and will be construed in accordance with California Public Contract Code (PCC) Section 10296.

P. Nondiscrimination Clause. During the performance of this Agreement, Contractor and Contractor Contractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, or request for family care leave. Contractor and Contractor's contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. During the performance of this Agreement, Contractor and Contractor's contractors: (i) shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or any of Contractor's contractors interacts in the performance of this Agreement; and (ii) shall take all reasonable steps to prevent such harassment from occurring. Contractor and Contractor's contractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990(a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations is incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and Contractor's contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Q. Americans with Disabilities Act. Contractor shall assure the AOC Group that it complies with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) ("ADA") which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

R. Union Organizing. Contractor acknowledges the applicability of California Government Code Section 16645 through Section 16649 to this Agreement:

(i) Contractor shall not assist, promote or deter union organizing by employees performing work on an AOC Group service contract, including a public works contract.

(ii) No AOC Group funds received under this Agreement will be used to assist, promote or deter union organizing.

(iii) Contractor shall not, for any business conducted under this Agreement, use any AOC Group property to hold any meeting(s) with employees or supervisors, if the purpose of any such meeting(s) is to assist, promote or deter union organizing, unless the AOC Group property is equally available to the general public for holding meetings.

(iv) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from AOC funds has been sought for these costs, and Contractor shall provide those records to the State of California Attorney General upon request.

S. Assignment. The Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the AOC Group. Any assignment made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

T. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by registered or certified mail, or (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below:

If to Contractor:	If to the AOC:
<p><u>Unisys Corporation</u> Attention: Office of General Counsel 801 Lakeview Drive, Ste, 100 Blue Bell, PA 19422</p> <p>With a copy to: Unisys Corporation Attention: Bob Von Essen 2150 River Plaza Drive Sacramento, CA 95833</p>	<p>Judicial Council of California Administrative Office of the Courts Attention: <u>Grant Walker, Senior Manager, Business Services, Fiscal Services Office</u> 455 Golden Gate Ave. San Francisco, CA 94102</p> <p>With a copy to: Judicial Council of California Administrative Office of the Courts Attention: Mark Yuan, Information Systems Manager, Information Technology Services Office 455 Golden Gate Ave. San Francisco, CA 94102</p>

Either Party may change its address for notification purposes by giving the other Party written 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) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

U. Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

V. Third Party Beneficiaries. Except as otherwise provided by this Agreement with respect to the AOC Group and AOC Contractors, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

W. Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

X. Amendments. Except as provided in Section 17(H) – Severability/Partial Invalidity, alteration or variation of the terms of this Agreement shall not be valid unless made pursuant to an amendment on the AOC Group’s standard form signed by the Parties, and any oral understanding or agreement that is not so incorporated shall not be binding on any of the Parties. To be effective, proposed changes or amendments to this Agreement must be (i) submitted in writing, (ii) accompanied by a narrative description of the proposed change and the reasons for the change, and (iii) approved in writing by both Parties pursuant to an amendment on the AOC Group’s standard form.

Attachment 1 to Master Agreement

Support Services

This Support Services Attachment (“Attachment”) sets forth the terms governing the provision of Support Services resold by Contractor (and performed by EMC) to AOC Group.

1. SUPPORT SERVICES.

A. Scope of Support Services. The content of Support Services for each Product are set forth in the Product Notice, and unless otherwise indicated in the Product Notice, consist of (i) using commercially reasonable efforts to remedy failures of Products to perform substantially in accordance with EMC’s applicable specifications; (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); and (iii) providing, or enabling AOC Group to download, Software Releases and Documentation updates made generally available by EMC at no additional charge to other purchasers of Support Service for the applicable Product. EMC reserves the right to change the scope of the Support Services on sixty (60) days’ prior written notice to Customer, which change shall become applicable upon the next Support Service purchase or renewal.

B. Additional Support. Time and Materials Services are not included within the scope of Support Services, but may be provided where the additional activities are required by AOC Group to support of the initial use of the Product (ie. in furtherance of installation, implementation, configuration, or training). However Contractor (and/or EMC as applicable) reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service, including but not limited to Section 3(E) below.

C. Support Services Exclusions. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to EMC’s then-current “End-of-Service-Life” policy for the respective Product. EMC shall have no obligation to provide Support Services for Software problems that cannot be reproduced at EMC’s facility or via remote access to AOC Group’s facility. Support Services do not include equipment upgrades, if any, needed to utilize new features or functionality in a Software Release. Support Services do not cover any problem that would also have been excluded from coverage pursuant to Section 5E (Warranty Exclusions) of the Master Agreement had the problem arisen during the warranty period of the affected Product.

D. Re-Instatement of Support. If AOC Group wishes to re-instate support for Product that is not then currently under Support Services, then Support Services shall commence upon payment to EMC of (i) the amount EMC would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (ii) the charge for the next twelve (12) months of the newly commenced Support Services; and (iii) a lapse reinstatement charge, which shall be calculated as 10% of the next twelve (12) months of the newly commenced Support Services.

2. AOC GROUP RESPONSIBILITIES.

A. Cooperation. AOC Group shall (i) promptly notify EMC when Products fail and provide EMC with sufficient details of the failure such that the failure can be reproduced by EMC; (ii) allow EMC remote and on-site (when determined necessary by EMC) access to the Products to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software and equipment reasonably required by EMC), information and assistance required to provide the Support Services.

B. Support Contacts. Unless a specific number of authorized contacts are indicated on the Product Notice, AOC Group shall designate in writing a reasonable number of authorized contacts, as determined by AOC Group and EMC, who shall initially report problems and receive Support Services from EMC. Each AOC Group representative shall be familiar with AOC Group's requirements and shall have the

expertise and capabilities necessary to permit EMC to fulfill its obligations. A change to the authorized support contacts by AOC Group shall be submitted to EMC in writing.

3. ADDITIONAL TERMS.

A. Customer Support Tools. EMC may choose to make various Customer Support Tools available to assist AOC Group in performing various maintenance or support related tasks. AOC Group shall use Customer Support Tools only in accordance with terms under which EMC makes such available.

B. Proactive Product Changes. EMC may, at its expense, implement changes to the Products upon reasonable notice to the AOC Group (i) when such changes, in EMC's sole determination, do not adversely affect interchangeability, functionality (unless such functionality is equivalent), or performance of the Products; (ii) when EMC in its discretion determines such changes are required for purposes of safety or reliability; or (iii) when EMC is required by law to do so. AOC Group shall give EMC reasonable access to the Products for such purpose.

C. Software Releases. Upon production use of a Software Release, AOC Group shall remove and (1) destroy all copies thereof; or (2) make no further use of all prior Software Releases, and protect such prior Software Releases from disclosure or use by any third party. AOC Group is authorized to retain a copy of each Software Release properly obtained by AOC Group for AOC Group's archive purposes and use such as a temporary back-up if the current Software Release becomes inoperable. AOC Group shall use and deploy Software Releases strictly in accordance with terms of the original license for the Software.

D. Movement of Software. If AOC Group is current in the payment of the applicable Support Services fee, AOC Group may, to the extent technologically compatible, discontinue all use of the Software on the hardware or network environment for which it was originally licensed and begin the corresponding use thereof on a different AOC Group owned or controlled hardware or network environment provided that AOC Group (i) provides EMC with advance, written notice of such move; and (ii) pays the applicable transfer and/or upgrade fees assessed by EMC for such a move (if any).

E. Remote Support Capability. As part of the Support Services, EMC makes various remote support capabilities available for certain Products in accordance with its then current policies and procedures. EMC's Support Services fees are based on the availability and use of such remote support capabilities. AOC Group has the option to activate or disable remote support capabilities, but it shall notify Contractor (or EMC, as applicable) thereof without undue delay. If AOC Group chooses to disable the remote support features, the AOC Group acknowledges that any Support Option response objectives specified in EMC's Product Notice may no longer apply, and furthermore that EMC may assess a Support Services surcharge in accordance with EMC's then current Time and Materials Services standard rates for the provision of such Services.

F. Software Support Services affected by Change in Equipment Status. AOC Group acknowledges that maintaining Support Services on both equipment and Software contemporaneously is integral to the operation of an EMC system, and that discontinuance of warranty or Support Services on equipment may impact EMC's ability to provide warranty or Support Services on Software. For Software used on or operated in connection with equipment that ceases to be covered by Support Services or warranty, EMC reserves the right to send AOC Group written notice that EMC has either chosen to discontinue or change the price for Support Services for such Software (with such price change effective as of the date the applicable equipment ceases to be so covered). If EMC sends a discontinuation notice, or if AOC Group rejects or does not respond to the notice of a proposed price change within thirty (30) days after receipt, AOC Group will be deemed to have terminated the Software Support Services for its convenience and the terms of subsection 7 (B)(2) below shall apply.

4. PRICING.

The fee for Support Services for Products shall be as set forth on the applicable quote from Contractor. Additions to the Products on the quote may result in additional Support Services fees. Time and Materials Services will be charged and invoiced by Contractor in accordance with terms governing each such Time and Materials Service engagement.

5. SUPPORT SERVICES WARRANTY.

EMC shall perform the Support Services in a workmanlike manner in accordance with accepted industry standards. AOC Group shall notify EMC of any failure to so perform within thirty (30) days after the date on which such failure first occurs. AOC Group's exclusive remedy and EMC's entire liability under the foregoing warranty shall be for EMC to, at its option, (i) use best efforts to (a) re-perform the deficient Support Services within a reasonable time in EMC's sole discretion, or (b) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Support Services, or sixty (60) days after installation thereof, whichever occurs later; and (ii) if, after such efforts, EMC is not able correct such deficiencies, then AOC Group has the right to terminate for breach in accordance with section 7(C) of this Support Services Attachment.

EXCEPT AS EXPRESSLY STATED IN THIS SUPPORT ATTACHMENT, EMC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES IN RELATION TO SUPPORT SERVICES ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES ARISING BY COURSE OF DEALINGS OR USAGE OF TRADE.

6. TERM AND TERMINATION.

A. Software Support Services Term. Software related Support Services that are ordered at the same time as the license for such Software shall commence on the date Software Delivery and continue for the period specified on the quote. Renewals of Software related Support Services shall commence and expire in accordance with the dates on the applicable quote.

B. Termination for Convenience. AOC Group may terminate the Support Services for a Product(s) for its convenience upon thirty (30) days' prior written notice. If AOC Group terminates for its convenience, AOC Group's sole and exclusive remedy and Contractor's sole and exclusive obligation shall be to refund the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period.

C. Termination for Breach. Either party may terminate the Support Services for a specific Product for cause due to a failure of the other party to comply with the terms of this Support Attachment with regard to such Product, provided that the terminating party has given thirty (30) days' written notice specifying the failure and the other party has not remedied such failure within such time. If EMC terminates the Support Services for any Product(s) affected by such a failure by AOC Group, Contractor shall refund any fees already paid. If AOC Group terminates for Contractor's (or EMC's as applicable) breach, AOC Group's sole and exclusive remedy and Contractor's sole and exclusive obligation shall be to grant a refund for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then current Support Services period.

Attachment 2 to Master Agreement

EMC Software Use Rights

This Attachment 2 describes the EMC Software Use Rights set forth in the Product Notice as of the Agreement Effective Date and is subject to change.

EMC SOFTWARE USE RIGHTS

EMC® software products ("Software") are licensed by EMC to customers who order directly from EMC ("Direct End-Users") under a signature bearing agreement between EMC and the Direct End-User or under the terms of an End-User License Agreement ("EULA") that is between EMC and the entity making productive use of the Software. The EULA is either in a hard-copy format that is shrink-wrapped to the software media packaging or stated in an electronic "click-wrap" or click-to-accept format that must be electronically accepted prior to downloading and/or installing the Software. EMC also provides Software to its Channel Partners (organizations that resell the license directly to or through additional tiers of resellers to the organization that makes productive use of the Software ["Indirect End-User"]). Channel Partners are required to obtain a written, signed license with the Indirect End-User in a format that meets EMC license requirements, unless the Software is accompanied by the EMC EULA. The information in this Software Use Rights ("SUR") document is provided to further define the license rights and limitations for Software products.

Software is licensed via a unit of measure ("UOM") that quantifies the scope of the license rights being granted on the basis of the particular licensing model used by EMC for such Software. These licensing models are described in this document. The UOM applicable to the Software being offered pursuant to an EMC Quote may be designated in the Software product description in the EMC Quote by the codes described in the following table:

UOM Code	UOM (Unit of Measure)
CA	Registered Capacity of data measured in terabytes
CB	Raw Capacity of data measured in terabytes
IA	Instance measured per server
IB	Instance measured per virtual machine
IC	Instance measured per storage array
ID	Instance measured per node
MA	Managed Entity measured per device
MB	Managed Entity measured per inbox or mailbox
MC	Managed Entity measured per user
PA	Process Rate measured in pages per year
UA	Named User
UB	Concurrent User
ZA	Central Processing Unit cores (quantity 1-6 cores)
ZB	Central Processing Unit cores (quantity 7-12 cores)

EMC SOFTWARE MODELS

REGISTERED CAPACITY MODEL

Model Description

Licensing and pricing is based upon the Registered Capacity of one or more storage array, Server, or other device(s) on which the Software is licensed for use. The Registered Capacity describes the maximum quantity of data for which the functionality of the Software is authorized for use. The total capacity of the device may exceed the Registered Capacity that the Software is licensed to operate on.

Software that is licensed on the basis of Registered Capacity is typically licensed for use only on a specifically identified storage array or other hardware device. Each storage array or other hardware device requires the purchase of (i) an initial base product (independent of Registered Capacity) and (ii) an additional quantity of add-on products that reflect the amount of Registered Capacity on which the applicable Software is authorized for use. Customers may subsequently determine they need to use the Software in connection with an amount of data that exceeds the current Registered Capacity. In such cases, customers must either purchase an appropriate number of additional licenses to cover the increase in the Registered Capacity, or purchase a new base product plus Software in instances where a capacity limitation has been reached.



Model Specific Terms and Conditions

- The purchase of a base product license plus add-on product licenses (which are measured by Registered Capacity) are both needed to use the Software product(s).

RAW CAPACITY MODEL

Model Description

Licensing and pricing is based upon the total capacity of the storage array or other devices on which the Software is licensed for use. Software licensed on the basis of Raw Capacity is typically licensed for use only on a specifically identified storage array. This model uses a “base plus capacity” approach as described in the Registered Capacity model above, where the customer purchases one base product license and then purchases incremental capacity add-on product licenses to equal the raw capacity of the system on which the Software will operate.

Model Specific Terms and Conditions

- A base product license plus add-on product licenses (which are measured by Raw Capacity) are both needed to use the Software product(s).

INSTANCE MODEL

Model Description

Licensing and pricing is based upon a host machine and is characterized by the nature of the host platform. It includes servers that run a single instance, partition, or virtual machine as well as servers that run multiple instances, partitions, or virtual machines (both physical and virtual machines). (Each partition running the application constitutes an instance.) This model is intended to be used with server-based Software and Software that is licensed to a specific storage array.

Model Specific Terms and Conditions

- Server-based Software licensed in accordance with the Instance model is generally priced for a particular OS type, such as Windows, Solaris, etc.
- An Instance license may provide support for only a single application type, such as Exchange or Oracle.

MANAGED ENTITY LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of entities being managed or inspected by the Software. An entity is defined as any singular item being managed or monitored by the EMC Software and can include third-party hardware, a running instance of a software program, an abstract resource (such as an email inbox), or a user. The Software licensed under this model may be used on or with a specific entity or quantity of entities of a specified type.

Examples of physical devices include, but are not limited to: routers, switches, firewalls, load balancers, storage arrays, NAS data movers, NAS systems, blades, and IP phones.

Examples of instances of a software program include, but are not limited to: databases, volume managers, file systems, operating systems, hypervisors, backup software systems, and CMDB systems. An example of an abstract resource is an email inbox being inspected or managed by the Software product. An example of a user as a managed entity is a user that authenticates to a VPN or some other system using the Software product.

Model Specific Terms and Conditions

- **Managed Entity Metric Considerations:** Under this licensing model, some Software will be licensed by the total number of entities the Software is interacting with while other Software will be licensed for specifically identified entities.

PROCESS RATE LICENSING MODEL

Model Description

Licensing and pricing is based upon the cumulative amount of work done by the Software over a specified time period.

Model Specific Terms and Conditions

- Tiered pricing (price per mailbox decreases as the number of email mailboxes purchased increases).
- Licensing for EMC EmailXtender is limited to the sole and exclusive benefit and use of the user. License rights may not be further assigned or sublicensed to any other party for any other purpose.

NAMED USER LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of unique named users or seats accessing the Software, whether such users are actively using the Software, or accessing the Software at any given time. If a named user of the Software leaves the employ of the customer, or moves into a role that doesn't require access to the Software, the seat does not have to be relinquished by the customer, but can be reassigned to a different named user.

CONCURRENT USER LICENSING MODEL

Model Description

This model specifies the maximum number of concurrent users who are accessing the Software at any instance in time.

CENTRAL PROCESSING UNIT ("CPU") MODEL

Model Description

Licensing and pricing is based upon the total number of CPUs present in the computer upon which the Software will operate. A two-tier system is used based on the number of cores present. These two tiers can be combined as needed on CPUs with greater than 12 cores. Neither tier can be split across more than one CPU.

ADDITIONAL INFORMATION

Software Access and Use Requirements

Except as otherwise agreed in writing, licenses are required for each device/user accessing or using the Software, notwithstanding any non-EMC technology used to: (i) reduce the number of devices or users the Software directly manages; (ii) pool connections; or (iii) reduce the number of devices/users accessing or using the Software.

Pure Custom Client

Per-Seat licenses of Pure Custom Client are required for each user of each software application accessing a Content Server repository and deploying full read/write access to the Content Server, including applications providing end-user access via application servers, commerce servers, Web servers, or personalization servers.

Read-Only Client

Per-Seat licenses of Read-Only Client are required for each user of each software application accessing a Content Server repository and deploying read-only access to the Content Server, including applications providing access via application servers, commerce servers, Web servers or personalization servers on your behalf. Use of the Read-Only Client is limited to accessing the following Content Server functionality only: individual login, individualized security, query/search capability, viewing of content and properties, and personalized delivery of content based on user or information and/or security. Access to the following functionality is excluded from the Read-Only Client license: import or creation of new content, editing of existing content or properties (check in/checkout), creation of and participation in workflows, promotion or demotion of content in a lifecycle, creation of lifecycles, or any other operation that changes the content of a Content Server repository.

Captiva InputAccel(IA) and Documentum Reporting Services (DRS)

Each licensed installation of IA and DRS includes a single copy of SAP's Business Objects Crystal Reports Designer, which you may use solely in connection with your licensed use of IA or DRS, and only with data created or used by IA or DRS. You may not install more than one copy of Crystal Reports Designer per licensed installation of IA or DRS.

TEMPORARY TERM EXPIRING LICENSES

Evaluation and Other Non-production Use Licenses

In certain instances and at EMC's discretion, EMC may grant a short-term license for the purpose of demonstration, evaluation, or some other non-production internal use. Such license may be issued as a 30-day license for standalone Software or a 90-day license for array-based systems Software. At the end of the temporary term, the license to use the Software expires and the Software may cease to operate. The temporary term begins once the licenses are made available (e.g., either by making the Software available for download or by delivering the CD to the customer).

Failover Expiring Licenses

Each license entitlement includes the right to run the Software on a separate computer in a failover environment for up to 30 separate days in any given calendar year for purposes of emergency management. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software. License keys for such licenses must be obtained from EMC by making a request through EMC Powerlink®.

Backup Testing Expiring License

For the purpose of testing physical copies of backups, license rights include the capability to run the Software on an unlicensed computer for up to 30 days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software.

Emergency Expiring License

EMC will allow and support the use of emergency licenses for customer critical situations, such as getting back into production in a disaster recovery situation or resolving a situation with an incorrect License Key being delivered. Each license entitlement includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the software.

Service License

EMC will allow the use of service-related licenses for customer situations in conjunction with EMC's support organization when initiated and used by EMC support personnel. The license includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year.

MOVE POLICY

A "move" of a Software license is defined as when the original licensee stops using a Software product on one system or device and begins using it on another of the licensee's own systems or devices.



Software Type	Moveable?	Comments
Operating Environment	No	This Software is licensed solely for use on the hardware device on which it is shipped; therefore, the license is not eligible to be moved to another device.
Platform	Yes	Permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original EMC hardware system; the features, functionality, and price of the Software are the same on the new and old EMC hardware systems; the source EMC hardware system is technologically compatible with the target EMC hardware system; the move is not prohibited by the product support agreement; any applicable move fees are paid to EMC. Given the above constraints, the following additional rules apply: <ul style="list-style-type: none"> • Moves from multiple systems to one system (consolidation) are allowed. • Moves from one system to two or more systems are not allowed, as a software license is indivisible. • Moving a raw capacity license to a second system for use as a registered capacity license is not allowed and vice versa.
Open	Yes	Permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original host system; the features, functionality, and price of the Software are the same on the new and old host systems; the source host system is technologically compatible with the target host system; any applicable move fees are paid to EMC.

TRANSFER POLICY

“Transfer” of a Software license is defined as when the original licensee has stopped using a Software product and wants to sell or otherwise transfer the rights to use the Software to a secondary purchaser. EMC does not allow transfers under any circumstances; in all cases, the secondary purchaser must purchase a new license to run the Software.

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Attention Judicial Branch Entities:

Attachment 3, pages 27 through 34, contains confidential pricing/discounts and will not be disclosed outside of the Judicial Branch.

To obtain confidential pricing/discounts for this contract, please submit your request in an e-mail to solicitations@jud.ca.gov.

Your request must be submitted from your Judicial Branch Entity-assigned e-mail address.

The pricing/discounts must be treated as confidential and must not be disclosed, published or disseminated to any person or entity outside of your Judicial Branch Entity.

Attachment 4 to Master Agreement
Judicial Branch Contract Law (JBCL) Appendix

(rev. 6-28-12)

This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Non-discrimination. 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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 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 non-discrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

1.4. Iran Contracting Act. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2. Independent Contractor Status. Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor or its personnel and the JBE. Nothing Contractor does, or fails to do, in the performance of this Agreement will make Contractor or its personnel an employee of the JBE. The JBE will not provide to Contractor or its personnel the benefits that the JBE provides its employees.

3. Provisions Applicable Only to Certain Agreements. The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

3.1. Agreements over \$10,000. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

3.2. Agreements over \$50,000. No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

3.3. Agreements of \$100,000 or More. Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or

discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) 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 Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.4. Agreements for Services over \$200,000 (Excluding Consulting Services). 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.

3.5. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030. If this Agreement provides for the purchase of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

3.6. Agreements for Printing, Parts Cleaning, Janitorial, and Building Maintenance Services, or for the Purchase of Goods. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in 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.

3.7. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that 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 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. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

3.8. Agreements that are Federally Funded. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 days’ notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds. Exemptions from the above requirements may be granted if the JBE can certify in writing that federal funds are available for the term of this Agreement.

3.9. Agreements for which Contractor Has Committed to Achieve DVBE Participation. Contractor shall within 60 days of receiving final payment under this Agreement certify in a report to the JBE: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) 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.

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

3.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to 10 percent of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

3.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

3.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

3.14. Agreements with Contractors that Have Employees. Contractor must maintain during the term of this Agreement workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease.

3.15. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, for lack of appropriation of funds. Upon termination, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.