

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET (rev 04-16)

AGREEMENT NUMBER
MA-202101
FEDERAL EMPLOYER ID NUMBER
33-0888748

1. In this agreement (the “Master Agreement”), the term “Contractor” refers to **GovernmentJobs.com, Inc. dba NeoGov** and the term “Judicial Council” refers to the **Judicial Council of California**.
2. This Master Agreement becomes effective as of **July 1, 2021** (the “Effective Date”) and expires on **June 30, 2024**.
3. The title of this Master Agreement is: **Internet-Based Employment Recruitment Software Application & Maintenance Services**
4. The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
5. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.

Exhibit A – Statement of Work

Exhibit B – Pricing and Payment

Exhibit C – Master Agreement Terms and Conditions

Exhibit D – Attachments

Attachment No. 1 – Work Order Form

Attachment No. 2 – Acceptance and Signoff Form

Attachment No. 3 – Purchasing Group Member Location Listing

Attachment No. 4 – NeoGov Addendum to Master Agreement Terms and Conditions

Attachment No. 5 – NeoGov Service Level Warranty

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	GovernmentJobs.com, Inc. dba Neogov
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) <i>John Closs</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Contracts Supervisor	PRINTED NAME AND TITLE OF PERSON SIGNING John Closs, Controller
DATE EXECUTED 6/9/2021	DATE EXECUTED 6/7/2021
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Dr. #300, Sacramento, CA 95833	ADDRESS 300 Continental Blvd., Suite 565 El Segundo, CA 90245

EXHIBIT A – STATEMENT OF WORK

1. General Description

Contractor will provide an internet-based employment recruitment software application as a means of publicizing job openings and receiving, storing, and processing applications for the fifty-eight (58) Superior Courts of California (as needed per court) (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”). All functions, features, reports, etc., will be accessed via the Internet. The individual Purchasing Group members will submit all required information online. Contractor will publicize and post the Purchasing Group member’s recruitments, collect and retain applications and make them available to the appropriate Purchasing Group member.

2. General Requirements

Contractor’s internet-based employment recruitment software application will provide the following functionality:

A. Recruitment

- Customized online job application.
- Each applicant can complete the online application.
- Ability to upload application materials received outside of the system.
- Job posting on external sites will link and integrate with court website.
- Online job announcements and descriptions can be posted on internal and external sites.
- Ability to save job posting templates for various types of jobs such as professional, hourly, temporary and contractors.
- Attract “passive” applicants by requiring them to fill generic application with a desired position.
- Court employees have access to and can proactively search applicant database.
- Real-time database of all applicant information.
- Ability for the recruiter or the court staff to move applicants throughout the recruitment process steps such as “route,” “reject,” “interviews,” “references,” “offer” and “hired.”
- Update applicants on the status of their application, provide interview reminders, alert them to any next steps in the process via email or text message notifications.
- Central repository for court applicants statewide.
- Ability to upload historical data from existing HRIS or applicant tracking system.
- Ability to define security levels and access for hiring managers, directors, and Human Resources department.
- Ability to print or share application material with other interested parties.
- Ability to notify managers once the job is closed.
- Ability to enter notes for each applicant.
- Ability to link applicant’s application material to other jobs.
- Ability to send emails or messages to the applicants through the application.
- Ability to schedule or enter interviews in the application.
- Generate recruitment letters and emails (e.g. application acknowledgement, exam/interview appointments, letter of employment, regrets, etc.).

B. Selection

- Create, store, and re-use customized supplemental questions.
- Screen applicants automatically as they apply.
- Provide scoring plan options per recruitment or copy existing scoring plans.
- Automatic test processing.
- Test analysis and passpoint setting.
- Score, rank, and refer applicants.
- Create and maintain certification/eligibility lists.
- Ability to save old or new examination material.

C. Applicant Tracking

- Automatic notification to the applicants confirming their application has been received.
- Track applicants based on their skillset/education/experience and match them with the associated classification and salary range.
- Track applicant status throughout the steps of the recruitment process.
- Track completion of written and oral exams.
- Track interview logistics.
- Detailed applicant history record.
- Track background check authorization and results.
- Track new hire orientation, on-boarding and I-9 form completion for all associated new hires.
- Send confirmation emails to the courts and the applicants when new hire orientation, on-boarding and I-9 forms are completed.
- Ability to track all messages sent to the applicants.

D. Reporting and Analysis

- Collect and report on Equal Employment Opportunity (EEO) data
- Analyze and report on applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Operational reporting

E. Internal Human Resource Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

F. Software Application Updates

Software application Updates to purchased features and functionality are required. Updates must be automatic and available upon the next login following an Update rollout.

G. Implementation

Prior to a Purchasing Group member's implementation of the internet-based employment recruitment software application, Contractor will provide an implementation plan that includes, but is not limited to, kick off/program meetings, identification of court responsibilities, pre-implementation activities, and follow-on training and support.

Completion of each court's implementation will occur within ninety (90) days of receipt of the court's order unless otherwise noted in the court's order.

H. Technical Requirements

- Contractor must provide secured access and a controlled environment.
- Contractor must use the most up to date secure authentication application.
- Application must require minimal local information technology (IT) support.
- Contractor must host the application.
- Application must be compatible with SAP (file exportable into SAP) and other HRIS systems (please provide names of compatible systems).
- Application must be fully web-based.
- Contractor must be able to provide all technical support.
- Data back-up must use a multifaceted disaster recovery model.
- Web pages must be customizable.
- Application must be compatible with multiple browsers.
- Contractor must provide a separate environment for testing so that live data is not manipulated.
- Application must operate on a multi-tiered load balanced architecture and modular design to add new users and products without interruption.

I. Customer Support

- Provide call in help desk support Monday through Friday, 7:00 a.m. through 6:00 p.m. Pacific Standard Time.
- Provide on-line help desk capabilities for logging issues 24/7.
- Issue tracking system capabilities.
- Acknowledgement to initiator < 20 minutes of logging issue electronically.
- Resolve or update, as applicable, logged issues within seventy-two (72) business hours.
- Prior notification of scheduled system down time.
- Notification including estimated resolution time for unplanned system outages within thirty (30) minutes of occurrence.
- The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:
 - Customer service organizational structure.
 - Contact process and contact person identified by position in the company (phone, email, fax, etc.).

- Follow up process.
- Internal procedures to track customer service contact and resolution.
- Escalation process to resolve outstanding customer service issues.

J. Training

- Contractor will provide instructor lead on-site or web-based training, tutorials and other training resources including but not limited to, e-mails, reference manuals, conference calls, seminars, etc.

K. Security

- Applications will be password protected with user level permissions.
- On-site internet security and systems personnel to manage firewalls and servers 24/7.
- Contractor will have no ownership rights to data provided by the Purchasing Group member and must be exportable by its members.

3. Certifications and Verifications

All solutions provided by Contractor to the Purchasing Group members under this Master Agreement must be compliant with all standards and regulations required by all federal agencies and state and local governmental entities.

4. Ordering Process

- Orders against this Master Agreement will be made using a Work Order substantially in the form of Attachment No. 1 – Work Order Form.
- Contractor will establish an individual customer account for any member of the Purchasing Group that makes an order under this Master Agreement.
- Contractor will coordinate the implementation dates for all aspects of the specifications with the Purchasing Group member prior to finalizing the order.
- Contractor will provide the Purchasing Group member with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, implementation (see above) dates, and contact information.
- Contractor is required to maintain a toll-free number for ordering, inquiries, and customer service.

5. [Intentionally Omitted]

6. Reports

Contractor shall provide monthly reports to the designated Judicial Council Project Manager no later than thirty (30) days after the end of each quarter and shall include a list

of Purchasing Group members along with the names and addresses of the locations serviced. The report will also contain a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues. Additionally, the monthly report will provide a summary containing a breakdown of the number of Purchasing Groups and locations added during the month reported.

I. Estimated Volumes

No minimum ordering estimate is stated in this Agreement. The Purchasing Group members will not be required to use any Master Agreement. Purchasing decisions will be based on what is in the best interest of the Purchasing Group member.

II. Procurement Process – Use of Master Agreement

After award of a Master Agreement or Master Agreements, requests for implementation of an internet-based employment recruitment application will be made by the Purchasing Group member through the issuance of a Work Order or Purchase Order. The Work Order or Purchase Order will reference the Master Agreement number and will list and describe all the requested services. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order or Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

END OF EXHIBIT A

EXHIBIT B – PRICING AND PAYMENT

1. Pricing

The price schedule is set forth below:

Requirement	Description	Pricing Software Price:	
		Court Size (# of EE's)	Governmentjobs.com Subscription Annual License
Online Employment Recruitment Software and Support	Software Application	0-49	\$525.00
		50-150	\$1,270.50
		151-300	\$1,270.50
		301-499	\$1,270.50
		500-749	\$1,981.98
		750-999	\$1,981.98
		1000-1999	\$2,998.38
		2000-4499	\$5,031.18
		4500+	\$5,031.18
		Court Size (# of EE's)	Insight Annual License
		0-49	\$2,993.49
		50-150	\$3,847.51
		151-300	\$6,457.63
		301-499	\$8,962.83
		500-749	11,025.82
		750-999	12,600.51
		1000-1999	19,841.57
		2000-4499	29,613.31
		4500+	31,188.99
		Court Size (# of EE's)	Onboard Annual License
		0-49	\$2,619.31
		50-150	3,366.58
		151-300	5,650.42
		301-499	7,842.47
		500-749	9,647.59
		750-999	11,025.45

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		1000-1999	17,361.37
		2000-4499	25,911.65
		4500+	27,290.37
	Implementation:	Implementation Process: (One-Time Cost)	
		Court Size (# of EE's)	Insight Setup
		0-49	\$1,500.00
		50-150	\$2,000.00
		151-300	\$2,500.00
		301-499	\$2,500.00
		500-749	\$3,500.00
		750-999	\$3,500.00
		1000-1999	\$5,000.00
		2000-4499	\$7,500.00
		4500+	\$7,500.00
		Court Size (# of EE's)	Onboard Setup
		0-49	\$1,500.00
		50-150	\$1,500.00
		151-300	\$1,500.00
		301-499	\$1,500.00
		500-749	\$2,000.00
		750-999	\$2,000.00
		1000-1999	\$4,000.00
		2000-4499	\$5,000.00
		4500+	\$5,000.00
	Training:	Training price (if applicable): (One-Time Cost)	
		Court Size (# of EE's)	Insight Online Training
		0-49	\$1,500.00
		50-150	\$2,000.00
		151-300	\$2,500.00
		301-499	\$2,500.00
		500-749	\$2,500.00
		750-999	\$2,500.00
		1000-1999	\$2,500.00
		2000-4499	\$5,000.00
		4500+	\$5,000.00

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		Court Size (# of EE's)	Onboard Online Training
		0-49	\$1,000.00
		50-150	\$1,500.00
		151-300	\$1,500.00
		301-499	\$1,500.00
		500-749	\$2,000.00
		750-999	\$2,000.00
		1000-1999	\$2,000.00
		2000-4499	\$3,000.00
		4500+	\$3,000.00
	Software Maintenance/Support:	Software Maintenance/Support: Included in Annual License Cost	
	Other Applicable Costs: Indicate whether or not there are any other applicable costs (please itemize)	Other applicable costs: N/A	
<u>Other features available at additional cost above and beyond the core software application</u>	<u>Description</u>	<u>Pricing</u>	
<u>Background check services</u>	<u>Employment background check for selected applicants</u>	Background check cost: <u>Pricing will vary based on selected background check vendor.</u>	

<u>Text Messaging Services</u>	<u>Text messaging to support recruitment activities:</u>	Text Messaging App Cost:	
		Court Size (# of EE's)	CTM Annual License
		0--49	\$ 149.67
		50--150	\$ 192.38
		151--300	\$ 322.88
		301--499	\$ 448.14
		500--749	\$ 551.29
		750--999	\$ 630.03
		1000--1999	\$ 992.08
		2000--4499	\$ 1,480.67
	4500+	\$ 1,559.45	
<u>Supplemental On-site Training*</u>	Supplemental on-site training following Go-Live <u>*On-site training offerings only to be provided if conditions permit.</u>	\$5,000 for one day \$2,500/day for additional, sequential days	

Please see the **NEOGOV Price Book - Judicial Council of California** for full tiers breakdown.

Pricing model based on individual Purchasing Group member employee count.

*EE = Employee count which includes the annual total of full-time, part-time, seasonal, and temporary staff.

The prices schedules set forth above are valid for the initial term of this Master Agreement, as set forth in Exhibit C, paragraph 1 (Term). If the Judicial Council elects to extend the term of this Master Agreement, pursuant to Exhibit C, paragraph 1 (Term), the Judicial Council may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.

2. **Payment Schedule**

A. **Non-Recurring Costs**

Non-recurring costs for implementation (Provisioning) and training are due and payable after successful delivery and acceptance of the agency web

pages by the Purchasing Group member pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).

B. Software Subscription License ([TBD])

Software Subscription License ([TBD]) fees are due and payable as set forth below:

- Initial Annual License Fee (After Installation and Acceptance) - One hundred percent of the annual license fee is due and payable after successful delivery and acceptance of agency web pages by the Purchasing Group member, pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).
 - Subsequent Annual License Fees – The annual license fee is due each year on the anniversary date of the initial license fee. Contractor will invoice the Purchasing Group member for the annual license fee (see Exhibit C, paragraph 11, Invoices, Payment and Setoff).
3. Payment will be provided to Contractor by the Purchasing Group member within 45 days of receipt of a correct invoice as described in Exhibit C, paragraph 11 (Invoices, Payment and Setoff).
 4. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Contractor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.

END OF EXHIBIT B

EXHIBIT C - MASTER AGREEMENT TERMS AND CONDITIONS

1. TERM

The initial term of this Master Agreement is three (3) years, commencing on the Effective Date with two (2) one-year options to extend the term, which options may be exercised by the Judicial Council in its sole discretion any time prior to the expiration of the initial term. If the Judicial Council elects to extend the term of this Master Agreement, any agreed upon price adjustment (whether an increase or decrease) may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths

Consumer Price Index - All Urban Consumers
12-Month Percent Change
Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

2. OBLIGATION

This Master Agreement does not obligate the Judicial Council or any member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement.

3. RELATIONSHIP OF PARTIES

The Judicial Council has the authority to enter into master agreements on behalf of the Purchasing Group. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders. Every member of the Purchasing Group is, and is intended to be, a third-party beneficiary of this Master Agreement.

4. SCOPE OF WORK AND PRICE

(a) Contractor shall provide and/or perform products and/or services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibits A and B to this Master Agreement.

(b) Prices set forth in Exhibit B to this Master Agreement, include all charges, including but not limited to, cost of labor, licenses, overhead, profits, and other costs or

expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.

(c) Contractor shall not be allowed or paid travel expenses or reimbursement unless set forth in this Agreement.

5. ORDERING

- (a) Individual members of the Purchasing Group may place individual orders (Work Orders) for an internet-based recruitment software application and support pursuant to this Master Agreement. A “Work Order” is defined as an ordering document (substantially in the form of Attachment No. 1- Work Order Form) used by a Purchasing Group member to place an order for Work under this Master Agreement. The Work Order will reference this Master Agreement No. MA-202101. The terms and conditions of this Master Agreement No. MA-202101 are applicable to all Work Orders, regardless of the ordering document or the ordering process selected. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order, purchase order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.
- (b) A Work Order placed by the Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of Work, subject to the following limitation. Any additional or supplemental terms contained in the Work Order or in any invoice or confirmation of the Work Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Work Order will not be deemed part of such contract.
- (c) The individual Purchasing Group member will be responsible for the acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.
- (d) Each Purchasing Group member placing a Work Order will provide the name of its contact person (“Work Order Project Manager”). Contractor shall contact the Work Order Project Manager regarding questions on any Work Order or payment status of any Work Order.
- (e) After a Work Order has been placed by any Purchasing Group member, Contractor shall provide that Purchasing Group member with the lead time required for the Work ordered. The total cost will itemize the cost of each of the components of the Work, including any training. Contractor shall coordinate the training date(s) with the Work Order Project Manager. Contractor shall provide the Purchasing Group member with an immediate acknowledgement of the Work Order. The acknowledgement will be submitted by facsimile or email to the Work Order

Project Manager for the Purchasing Group member, regardless of what method is used to place the Work Order, and will include: the components of Work ordered, training dates, and contact information. The Work Order is not binding until Contractor provides acknowledgement of the Work Order, including the Work ordered, training dates, and contact information.

(f) Contractor shall maintain a toll-free number for inquiries and customer service.

6. RECRUITMENT DATA; LIMITED LICENSE

- (a) The Purchasing Group member that ordered the Work, retains ownership of any graphics, text, data or content materials or other information supplied by such Purchasing Group member to Contractor under this Master Agreement or a Work Order for incorporation into or delivery through Contractor's internet-based recruitment software application (collectively, "Recruitment Data"). As of the Effective Date, Contractor will be granted a limited, nonexclusive royalty-free license during the term of this Master Agreement to use, access, copy, maintain, modify, enhance and create derivative works of Recruitment Data solely as necessary for, and for the sole purpose of, providing and performing the Work. Upon termination or expiration of this Master Agreement, Contractor shall cease use of all Recruitment Data.
- (b) Contractor grants the Judicial Council and the Purchasing Group members who place Work Orders a limited, nonexclusive license during the term of this Master Agreement and any applicable Work Order to use and access the internet-based recruitment software application furnished and hosted by Contractor as part of the Work.

7. DISPUTE RESOLUTION:

- (a) Informal Resolution:
 - 1. Contractor and the Judicial Council or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Work Order. If the dispute involves this Master Agreement, Contractor will meet with the Judicial Council Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Work Order, Contractor will meet with the Work Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.
 - 2. If the Work Order Project Manager and Contractor are unable to resolve a Work Order dispute pursuant to paragraph 7(a)(1), then the Human Resources Director (or equivalent) of the Purchasing Group member and

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Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member is one of the parties to the dispute, Contractor must inform the Judicial Council Project Manager and Judicial Council Contract Manager of the dispute with the Purchasing Group member and any planned meetings between the Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Work Order Project Manager or the Human Resources Director, or equivalent), and provide the Judicial Council Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 7(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 7(a)(1) and 7(a)(2) for a dispute under a Work Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a member of the Purchasing Group is a party to the dispute, Contractor shall also provide a copy of such notice to the Judicial Council Contract Manager.

2. If the matter is not resolved as set forth in paragraph 7(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Work Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member, the Chief Executive Officer or another member of the executive management team shall submit the second written notice to Contractor. If a member of the Purchasing Group is a party to the dispute, Contractor shall submit the second written notice to the Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the Judicial Council Contract Manager.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

- (c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.
- (d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with Work will be considered a material breach of the Master Agreement.

8. FORCE MAJEURE

- (a) Force Majeure events include, but are not limited to:
 - 1. catastrophic acts of nature, or public enemy;
 - 2. civil disorder;
 - 3. fire or other casualty for which a party is not responsible; and
 - 4. quarantine or epidemic.

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

- (b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

9. WORK REPRESENTATIONS AND WARRANTIES

(a) Contractor represents and warrants it can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing products and services similar to the Work and all applicable industry standards.

(b) Contractor represents and warrants that it is either the owner of, or is authorized to use, the Work for its own benefit and the benefit of the Judicial Council and the Purchasing Group members, and that the Work does not and will not infringe any patent, trademark, copyright or other intellectual property right of a third party. This representation and warranty does not extend or apply to Recruitment Data provided by the Judicial Council or a Purchasing Group member as described in paragraph 6 (Recruitment Data; Limited License).

(c) Contractor warrants that the Work is and will be compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

(d) Except for the warranties set forth in this paragraph 9 and in paragraph 20 (Contractor's Obligations, Representations and Warranties), Contractor does not make, and hereby disclaims, any express or implied warranty with respect to any Work provided or performed under this Master Agreement or any Work Order.

10. SCOPE OF WORK; ACCEPTANCE

(a) Scope of Work: Contractor will perform and complete all Work described in Exhibit A—Statement of Work in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Work Order.

(b) Acceptance:

1. All Work provided by Contractor under this Master Agreement is subject to written acceptance by the Work Order Project Manager for the Purchasing Group member. The Work Order Project Manager of the Purchasing Group member will apply the acceptance criteria set forth in Exhibit A—Statement of Work and any additional acceptance criteria set forth in the Work Order to determine acceptance or non-acceptance of the Work.

2. The Work Order Project Manager of the Purchasing Group member shall use Attachment No. 2 - Acceptance and Signoff Form to notify Contractor of acceptance or non-acceptance.

3. If the Work is not acceptable, the Work Order Project Manager for the Purchasing Group member shall provide detail to the Contractor why the Work does not meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the acceptance criteria. Contractor will redo or resubmit the Work and the Work Order Project Manager of the Purchasing Group member will re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this subparagraph 3 until Contractor's receipt of written acceptance of such corrected Work; provided, however, that if the Work is rejected on at least two (2) occasions, the Purchasing Group member may, at its option, terminate all or that portion of the Work Order which relates to the rejected Work at no expense to the Purchasing Group member or the Judicial Council.

(c) Non-Exclusivity: This is a non-exclusive agreement. The Judicial Council and the members of the Purchasing Group reserve the right to perform, or have others perform the Work of this Master Agreement. The Judicial Council and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

11. INVOICES, PAYMENT AND SETOFF

A member of the Purchasing Group placing a Work Order under this Master Agreement shall have no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The invoice must be sent to the address shown on the Work Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Work Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Work Order or any other transaction or occurrence.

12. REPORTS

Contractor will provide to the Judicial Council Project Manager quarterly reports which include a list of all Purchasing Group members that have placed a Work Order under this Master Agreement. The report will also contain a cumulative listing of all issues reported by a Purchasing Group member, date of resolution, date of resolution and/or status of all pending issues. Additionally, the quarterly report will provide a summary containing a breakdown of the number of Purchasing Group members and locations added to the list during the quarter reported.

13. AUDIT RIGHTS

Contractor agrees to maintain records relating to Work and billing by Contractor under this Master Agreement and any Work Order for a period of four (4) years after final payment of any Work Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the Judicial Council Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to Work.

14. CHANGES AND AMENDMENTS

Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the Judicial Council Contract Manager. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional

funds may not be encumbered under the Master Agreement or any subsequent Work Order due to an act of Force Majeure although the performance period of the Master Agreement or a Work Order, as applicable, may be amended due to an act of Force Majeure. After the Judicial Council Contract Manager reviews the request, a written decision will be provided to the Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the Judicial Council of a State of California Standard Agreement form.

15. AMENDMENT; WAIVER; SEVERABILITY

No amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the Judicial Council. A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

16. TERMINATION

(a) The Judicial Council may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, the Judicial Council and the affected Purchasing Group members will discuss payment and performance of any Work Orders outstanding at the proposed date of termination.

(b) Any Purchasing Group member may terminate a Work Order for cause immediately if (1) the Work is rejected on at least two occasions as described in paragraph 10 (Scope of Work; Acceptance), or (2) Contractor is otherwise in breach of the terms of such Work Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Work Order.

(c) The Judicial Council may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraphs 9 (Work Representations and Warranty) and 20 (Contractor's Obligations, Representations and Warranties) become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the Judicial Council. If necessary, the affected Purchasing Group member, Judicial Council, and Contractor will discuss performance of any Work Orders outstanding at the date of termination.

(d) Contractor may terminate a Work Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Work Order within thirty (30) days after receipt of written notice of delinquency.

(e) A Purchasing Group member's obligation under a Work Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Work Order. Upon written notice, a Purchasing Group member may terminate a Work Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

17. GENERAL INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council, whose consent shall not be unreasonably withheld) and hold the Judicial Council and the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Work Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Work Order.

18. INFRINGEMENT INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council, whose consent shall not be unreasonably withheld) and hold the Judicial Council and the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise out of any claim of infringement, misappropriation, or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Contractor under this Master Agreement or any Work Order.

19. INSURANCE

(a) General Insurance Requirements: Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, the Judicial Council will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants

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continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three (3) years from the date of termination of the Master Agreement.

(b) Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of \$1,000,000.00 for each accident.
3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, and Personal Injury, Product, and Completed Operation coverage.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor.

(d) Endorsements; Additional Insureds: The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.
2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

4. Contractor will provide the Judicial Council (and on request, any other Purchasing Group member) with certificates of insurance satisfactory to the Judicial Council, evidencing all required coverages before Contractor begins any Work, and provide complete copies of each policy upon the Judicial Council's request.

5. If at any time, the foregoing policies become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Judicial Council, Contractor will, upon written notice from the Judicial Council, promptly obtain a new policy, and submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

6. All of Contractor's policies will be endorsed to provide written notice to the Judicial Council of cancellation in coverage within thirty (30) days, mailed to the Judicial Council's Contract Manager. Such notice will reference the relevant project, and contract number. Contractor shall provide Judicial Council with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

(e) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

20. CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

At all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Work Order:

(a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting Work provided or performed under this Master Agreement or any Work Order.

(b) During the performance of this Master Agreement and any Work Order, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with

respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Work Order. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

(c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

(d) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(e) Contractor represents and warrants:

1. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the Judicial Council or of a Purchasing Group member, with a view toward securing this Master Agreement or any Work Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Work Order; and

2. That Contractor will comply with all of the obligations set forth in this paragraph 20 at all times during the term of this Master Agreement.

21. CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information which are designated confidential by Contractor, the Judicial Council, or a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to the other party (or to a Purchasing Group member as a third party beneficiary of this Master Agreement) (each, a “Receiving Party”) in order to carry out this Master Agreement or any Work Order, or which become available to the Receiving Party in carrying out this Master Agreement or any Work Order (“Confidential Information”) will remain the property of the Disclosing Party. The Receiving Party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Receiving Party employs with respect to its own information of a similar nature. Notwithstanding any other provision of this Master Agreement, with respect to disclosures to the Judicial Council or any member of the Purchasing Group, the Judicial Council’s and such Purchasing Group member’s compliance with this paragraph 21 will (a) be subject to compliance with all applicable laws, and (b) only apply if the Judicial Council’s Contract Manager consents in writing in advance, on a disclosure-by-disclosure basis, that the disclosure will be protected as set forth in this paragraph 21, which consent shall not be

unreasonably withheld. The Receiving Party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 21 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the Receiving Party shall endeavor to give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the Receiving Party without violating the Disclosing Party's proprietary rights as shown by the Receiving Party's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the Receiving Party at the time of disclosure, as shown by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between Judicial Council and Contractor, (5) is rightfully received by the Receiving Party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

22. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Contractor is an independent Contractor and while performing work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the Judicial Council, which consent shall not be unreasonably delayed or withheld.

23. REQUESTS; COMMUNICATION; NOTICE

- (a) All requests, communications and notices concerning this Master Agreement must be made through the Judicial Council Project Manager. Notice to the Judicial Council must be in writing and be delivered to the Judicial Council Project Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Atul Bector, Judicial Council Project Manager
Human Resources | Administrative Division
Judicial Council of California
2850 Gateway Oaks Drive, 1st Floor
Sacramento, CA 95833

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- (b) Any notice or information that is required to be delivered to the Judicial Council Project Manager will be delivered to the following address:

Atul Bector, Judicial Council Project Manager
Human Resources | Administrative Division
Judicial Council of California
2850 Gateway Oaks Drive, 1st Floor
Sacramento, CA 95833
Telephone: 916-643-8057

- (c) Notice to Contractor concerning this Master Agreement or any Work Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Name: Accounting Department
CC: Legal Department

Customer Support Team
customersupport@neogov.net

Address:
300 Continental Blvd., Suite 565
El Segundo, CA 90245

Email:
billing@neogov.net
CC: legal@neogov.net

- (d) Notice concerning this Master Agreement or any Work Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.
- (e) Except as otherwise provided in paragraph 7 (Dispute Resolution), all requests, communications and notices concerning a Work Order between Contractor and a Purchasing Group member must be made through the Work Order Project Manager for the Purchasing Group member.

24. ASSIGNMENT

Neither the Judicial Council nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the Judicial Council and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the Judicial Council

is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

25. BACKGROUND CHECKS

Contractor shall cooperate with members of the Purchasing Group if the Purchasing Group member decides to perform background checks on Contractor or any of its officers, employees, agents, or subcontractors, by providing, at no additional cost to the Purchasing Group member, all releases, waivers and permissions requested by the Purchasing Group member.

26. PUBLICITY

Following execution of this Master Agreement, Judicial Council and Contractor may issue a press release, the form and substance of which must be mutually agreeable to the parties, announcing the relationship created by this Master Agreement. Except as expressly contemplated by this paragraph 26, neither the Judicial Council nor Contractor shall issue any additional press release which mentions the other party or the transactions contemplated by this Master Agreement without the prior written consent of the other party which consent will not be unreasonably withheld.

27. GOVERNING LAW, VENUE

The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.

28. CONTRACT CONSTRUCTION

Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Work Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Work Order.

29. SURVIVAL

Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.

30. SIGNATURE AUTHORITY

The parties signing this Master Agreement certify that they have proper authorization to do so.

31. JUDICIAL BRANCH CONTRACTING LAW PROVISIONS:

The Judicial 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.

- A. 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.
- i. **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 nondiscrimination.
 - ii. **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.
 - iii. **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.

B. 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.

- i. **Agreements over \$10,000.** This Master Agreement, including Orders, is subject to examinations and audit by the California State Auditor for a period of three years after final payment.
- ii. **Agreements over \$50,000.** No funds received under this Master Agreement or any Order will be used to assist, promote or deter union organizing during the term of this Master Agreement (including Order or any extension or renewal term).
- iii. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors. Contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provisions of benefits on the basis of an employee's or dependent's actual or perceived gender identity. 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. Contractor also certifies that it is not and will not for the term of the Agreement enter into any contract with a contractor whose name appears on a list of the 500 largest tax delinquencies. In addition, Contractor certifies that it does not have any contract with a company that is involved in specified activities in Sudan (i.e., the Darfur Contracting Act).
- iv. **Agreements for Services over \$200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by Orders under this Master Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.
- v. **Agreements of \$1,000,000 or More.** 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 forty-five (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).

- vi. **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.
- vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, 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), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) 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 such goods regardless of whether the goods meet 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.
- viii. **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 a Participating JBE under an Order of this Master 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 Participating JBE.
- ix. **Agreements relating to DVBE Incentive.** This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the

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DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

- x. **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.

- xi. **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

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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, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (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 ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal 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.

- xii. **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.
- xiii. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Master Agreement, qualified to do business and in good standing in California.
- xiv. **Agreements that the Participating JBE Cannot Terminate for Convenience.** The Participating JBE's obligations under this Agreement are subject to the availability of applicable funds. 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, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for

the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

- xv. **Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

32. ENTIRE AGREEMENT

This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of Judicial Council and Contractor.

END OF EXHIBIT C

EXHIBIT D - ATTACHMENTS

Attachment No. 1 – Work Order Form

Attachment No. 2 – Acceptance and Signoff Form

Attachment No. 3 – Purchasing Group Member Location Listing

Attachment No. 4 – NeoGov Addendum to Master Agreement Terms and Conditions

Attachment No. 5 – NeoGov Service Level Warranty

ATTACHMENT NO. 1 – SAMPLE WORK ORDER FORM

Purchasing Group Member:

Bill To:

COURT NAME: _____

NAME: _____

PROJECT MANAGER: _____

AGENCY: _____

Quote Date:

TBD

Revision:

Purchase Order

Number:

Requested Service Date:

TBD

Initial Term:

Order Summary

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	<u>Pricing Model [TBD]</u>		
1.1	<u>Subscription License</u>	<u>See Below¹</u>	
1.2	<u>Provisioning</u>		<u>\$ TBD</u>
1.3	<u>Training</u>		<u>\$ TBD</u>
<u>Sub Total:</u>		<u>\$00.00</u>	<u>\$ TBD</u>
<u>Order Total:</u>			<u>\$00.00</u>

¹Pricing model based on individual Purchasing Group member employee count.

<u>Court Size (# of EE's)</u>	<u>Annual License</u>
0 – 249	<u>\$ TBD</u>
250 – 499	<u>\$ TBD</u>
500 – 999	<u>\$ TBD</u>
1000 – 2499	<u>\$ TBD</u>
2499 - 4999	<u>\$ TBD</u>
5000 +	<u>\$ TBD</u>

Order Detail

The annual license for the Software includes all features, functionality and support as included in the Master Agreement.

Work Order Form Terms and Conditions:

This order is placed pursuant to the Terms and Conditions of Master Agreement MA- 202101

Additional Information:

End of the Work Order Form

ATTACHMENT NO. 2 - ACCEPTANCE AND SIGN-OFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Acceptance status:

- Unacceptable, as noted above.
- Substantial Completion is granted; issues to be addressed in Punch List.
- Acceptance is granted.

Name: _____

Title: _____

Date: _____

End of Acceptance and Signoff Form

ATTACHMENT NO. 3 – PURCHASING GROUP MEMBER LOCATION LISTING

TRIAL COURT LOCATIONS		
Court Name	Address	City
Superior Court of Alameda County		
Alameda County Courthouse	2233 Shore Line Dr.	Alameda
Superior Court of Alpine County		
Alpine County Courthouse	14777 State Route 89	Markleeville
Superior Court of Amador County		
Amador County Courthouse	500 Argonaut Ln	Jackson
Superior Court of Butte County		
Butte County Courthouse	1 Court Street	Oroville
Superior Court of Calaveras County		
Calaveras County Courthouse	400 Government Center Dr	San Andreas
Superior Court of Colusa County		
Courthouse Annex	532 Oak Street	Colusa
Superior Court of Contra Costa County		
Old Court House	725 Court Street	Martinez
Fiscal Unit	649 Main St. Ste 101	Martinez
Superior Court of Del Norte County		
Del Norte County Superior Court	450 'H' Street	Crescent City
Superior Court of El Dorado County		
Main Street Courthouse	495 Main Street	Placerville
Superior Court of Fresno County		
Fresno County Courthouse.	1100 Van Ness Ave.	Fresno
Superior Court of Glenn County		
Historic Courthouse	526 Sycamore Street	Willows
Superior Court of Humboldt County		

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Humboldt County Courthouse (Eureka)	825 Fifth Street	Eureka
Superior Court of Imperial County		
Imperial County Courthouse	939 West Main Street	El Centro
Superior Court of Inyo County		
Independence Superior Court	168 N. Edwards Street	Independence
Superior Court of Kern County		
Main Courthouse	1415 Truxtun Ave.	Bakersfield
Superior Court of Kings County		
Hanford Courthouse	1640 Kings County Drive	Hanford
Superior Court of Lake County		
Courthouse	255 North Forbes Street, 4 th Floor	Lakeport
Superior Court of Lassen County		
Lassen County Courthouse	2610 Riverside Drive	Susanville
Superior Court of Los Angeles County		
Los Angeles County Superior/Municipal Court	11701 S. La Cienega	Los Angeles
Superior Court of Madera County		
Madera Courthouse	200 South "G" Street	Madera
Superior Court of Marin County		
Civic Center Courthouse	3501 Civic Center Drive	San Rafael
Superior Court of Mariposa County		
Mariposa Courthouse	5088 Bullion Street	Mariposa
Superior Court of Mendocino County		
County Courthouse	100 N. State Street	Ukiah
Superior Court of Merced County		
New Merced Courthouse	2260 N Street	Merced
Adobe Building (Old Merced Courthouse)	627 West 24th Street	Merced

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Superior Court of Modoc County		
Barkley Justice Center	205 East Street	Alturas
Superior Court of Mono County		
Mono Superior Courthouse	100 Thompson Way	Mammoth Lakes
Superior Court of Monterey County		
Main	240 Church St.	Salinas
Superior Court of Napa County		
Historical Courthouse	825 Brown Street	Napa
Superior Court of Nevada County		
Courthouse	201 Church Street	Nevada City
Superior Court of Orange County		
Central Justice Center	700 Civic Center Drive	Santa Ana
Superior Court of Placer County		
Superior Court in Roseville	10820 Justice Center Drive	Roseville
Superior Court of Plumas County		
Courthouse	520 Main Street	Quincy
Superior Court of Riverside County		
1903/33 Courthouse	311 E. Ramsey Street	Banning
Superior Court of Sacramento County		
Gordon D. Schaber Courthouse	720 9th Street	Sacramento
Superior Court of San Benito County		
San Benito Courthouse	450 Fifth Street	Hollister
Superior Court of San Bernardino County		
San Bernardino Courthouse	247 W. Third Street, 1st Floor	San Bernardino
Superior Court of San Diego County		
Hall of Justice	1100 Union Street	San Diego
Superior Court of San Francisco County		
Civic Center Courthouse	400 McAllister Street	San Francisco

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Superior Court of San Joaquin County		
Main Courthouse	180 East Weber Avenue	Stockton
Superior Court of San Luis Obispo County		
San Luis Obispo Government Center	1050 Monterey Street, RM 220	San Luis Obispo
Superior Court of San Mateo County		
Hall of Justice	400 County Center	Redwood City
Superior Court of Santa Barbara County		
Santa Barbara County Courthouse	1100 Anacapa Street	Santa Barbara
Superior Court of Santa Clara County		
Downtown Superior Courthouse	191 North First Street	San Jose
Superior Court of Santa Cruz County		
County Administration Building (Level 1)	701 Ocean Street	Santa Cruz
Superior Court of Shasta County		
Main Courthouse	1500 Court Street	Redding
Superior Court of Sierra County		
Courthouse/Sheriff Station-Jail	100 Courthouse Square	Downieville
Superior Court of Siskiyou County		
Siskiyou (Yreka)	311-4th Street	Yreka
Superior Court of Solano County		
Hall of Justice - Fairfield	600 Union Avenue	Fairfield
Superior Court of Sonoma County		
Hall of Justice	600 Administration Dr.	Santa Rosa
Superior Court of Stanislaus County		
Courthouse	800 11th Street	Modesto
Superior Court of Sutter County		
Sutter County Courthouse	1175 Civic Center Blvd.	Yuba City
Superior Court of Tehama County		
Historic Courthouse	1740 Walnut Street	Red Bluff

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Superior Court of Trinity County		
Trinity County Courthouse	11 Court Street	Weaverville
Superior Court of Tulare County		
Visalia Superior Court	221 S. Mooney Blvd	Visalia
Superior Court of Tuolumne County		
Historic Courthouse	41 W Yaney Avenue	Sonora
Superior Court of Ventura County		
Hall of Justice	800 South Victoria Avenue	Ventura
Superior Court of Yolo County		
Courthouse	1000 Main Street	Woodland
Superior Court of Yuba County		
Yuba County Courthouse	215 5th Street	Marysville

End of Purchasing Group Member Location Listing

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ATTACHMENT NO. 4 – ADDENDUM TO MASTER AGREEMENT TERMS AND CONDITIONS

1. Provision of Services. Subject to the terms of this Addendum to Master Agreement Terms and Conditions (“Addendum”) NEOGOV hereby agrees to provide Customer with, and/or access to its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Addendum entered into as of the date of your signature on an applicable Ordering Document (the “Effective Date”). In the event of any conflicting provisions, the Agreement supersedes this Addendum. This Addendum is incorporated by reference into the Agreement.

2. SaaS Subscription Grant.
 - a) SaaS Subscription. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer’s internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
 - b) Delivery and Subscription Term. NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Term”). NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) Content License. Should Customer purchase access to SaaS Applications containing audio-visual content (“Licensed Content”), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
 - d) Program Documentation. Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
 - e) Prohibited Access. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Professional Services. “Professional Services” shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs

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must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

4. Segmentation. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
5. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Ordering Document. Subscription Fees are based upon the Customer’s employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. Term and Termination.
 - a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party’s written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer’s use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
 - c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Service Specifications. “Service Specifications” means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies and Service Level Warranties if applicable. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Addendum. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
8. Maintenance, Modifications and Support Services.
 - a) Maintenance. NEOGOV maintains NEOGOV’s hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.

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- b) Modifications, Updates, and Upgrades. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - c) Training Materials. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - d) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
 - e) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
 - f) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGO Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGO Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
 - b) Platform Data. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as

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defined in NEOGOV's Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

NEOGOVS shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes.

- c) Privacy. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
 - d) Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
 - f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
 - g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in anyway for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three

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(3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

12. Representations, Warranties, and Disclaimers.

- a) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.
- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRDPARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) No Control of HR Practices. You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all

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liability arising from your human resource and/or personnel recruitment decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.

- g) Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>.

13. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.

14. Limitations of Liability.

- a) Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING

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OUT OF: (1) LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, (2) CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, (3) NEOGOV'S ACTIONS OR OMISSIONS PERFORMED ON ANY PURCHASING GROUP MEMBER'S PHYSICAL PREMISES, OR (4) LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE PARTIES' INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.
15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.
16. E-Signatures.
- a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
- c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
- d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER

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LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.
18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any action taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.

ATTACHMENT NO. 5 - NEOGOV SERVICE LEVEL WARRANTY

A. Application Service Levels.

The hosted solution must meet the response time and availability standards described in this section. If response time and/or system availability degrades to a level of non-compliance during the periods specified, The Customer may request a Service Credit for each occurrence and NEOGOV must take the necessary steps to bring the system back to the required level unless The Customer determines that factors outside NEOGOV's control, such as The Customer's infrastructure, are the cause.

(1) Response Times.

Average response times of less than five (5) seconds for screen-to-screen for 95% of all transactions and less than three (3) seconds average for field-to-field activity is required.

(2) Standard Service Levels/Warranty.

In the event that The Customer experiences any of the service performance issues defined in this section as a result of NEOGOV's failure to provide services, NEOGOV will, upon The Customer's request in accordance with Section A.(2)(vi) below, credit The Customer's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to any services other than system availability, and shall not apply to performance issues (i) caused by factors outside of NEOGOV's reasonable control; (ii) that resulted from any actions or inactions of The Customer or any third parties; or (iii) that resulted from The Customer's equipment and/or third party equipment (not within the sole control of NEOGOV).

i. Service Warranty Definitions.

For purposes of this Contract, the following definitions shall apply:

(a) "Downtime" shall mean sustained System unavailability in excess of three (3) consecutive hours due to the failure of NEOGOV to provide Service(s) for such period. System unavailability is defined as inability to login to NEOGOV's systems (this does not include slow performance and/or intermittent system errors). Downtime shall not include any System unavailability during NEOGOV's Scheduled Maintenance of the System, and Services, as described herein.

(b) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to The Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

(c) "Service Credit" shall mean an amount equal to the pro-rata annual recurring service charges (i.e., all annual recurring charges) for one (1) day of Service.

ii. Downtime Period.

In the event The Customer experiences Downtime, The Customer shall be eligible to receive from NEOGOV a Service Credit for each Downtime period. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If The Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If The Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

iii. Remedy for Downtime.

If the source of the Downtime is within the sole control of NEOGOV, NEOGOV will remedy the Downtime as soon as possible. If the source of the Downtime resides outside of NEOGOV's System, NEOGOV will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon as possible.

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iv. *Failure to Determine Source and/or Remedy.*

In the event that NEOGOV (A) is unable to determine the source of the Downtime within the time periods described herein and/or, (B) along with any hosting service on which NEOGOV's system resides is the sole source of the Downtime and is unable to remedy such Downtime within time period described herein, NEOGOV will deliver a Service Credit to The Customer according to Section A. (2)(ii).

v. *The Customer Must Request Service Credit.*

In order to receive any of the Service Credits described herein, The Customer must notify NEOGOV within seven (7) days from the time The Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit The Customer's right to receive a Service Credit.

vi. *Maximum Service Credit.*

The aggregate maximum number of Service Credits to be issued by NEOGOV to The Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in NEOGOV's invoice in the year following the Downtime, unless the Service Credit is due in The Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to The Customer.

B. Customer Service Response.

The Customer requires Contractor to be available for telephone customer support from 6:00 am to 6:00 pm Pacific time, Monday through Friday excluding NEOGOV holidays. Priority assignments, definitions and responses are defined as:

NEOGOV System Functionality

Priority 1 - System down. Acknowledgement response and resolution is ASAP and work is started immediately.

Priority 2 - Inability to conduct daily business - Acknowledgement Online and or via phone within eight (8) Contractor business hours

Priority 3 - Daily process is able to be completed, but not efficient - Acknowledgement Online and or via phone within sixteen (16) Contractor business hours

NEOGOV Standard Integrations

Inbound/Outbound - Identification of Failed/Missing Data Interface: 4 business hours

Outbound (NEOGOV) Files - Missing Data Integration File Resolution: Within 8 business hours

Inbound (Customer) - Missing Data Integration File Resolution: Within 16 business hours of NEOGOV's acknowledged receipt of corrected inbound file(s) from Customer.

Additionally, Customer shall experience no more than 2 occurrences of failed integrations (regardless of the number of files that failed to import or export) due to any action on behalf of, or within direct control, of NEOGOV.

Failure to meet these standards shall result in The Customer receiving a Service Credit.

C. Service Credit.

A Service Credit is defined as an amount equal to the annual amount paid by The Customer to NEOGOV divided by 365. This daily imputed amount is equal to the Service Credit amount. In no case will the Service Credits due to The Customer for a month exceed the amounts paid by The Customer to NEOGOV. In the event The Customer terminates this contract with Service Credits still owed to The Customer, NEOGOV shall compensate The Customer for the monetary value of these Service Credits.