JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER	AMENDMENT NUMBER
MA-2017-11	**2**
	FEDERAL EMPLOYER ID NUMBER
	87-0626854

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

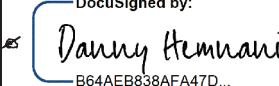2. This Amendment becomes effective on: **August 14, 2024**.

3. The parties hereby agree to reinstate the Agreement, the term of which expired on **June 26, 2024**.

4. The parties hereby agree to amend the Agreement as follows:

   a. **Exhibit 3, General Terms and Conditions** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 3, General Terms and Conditions – Revision 1** attached hereto and incorporated herein.

   b. Pursuant to **Exhibit 3, General Terms and Conditions**, Paragraph 26, Termination; Term of Agreement, Section F, Term and Termination, the Judicial Council hereby exercises its option to extend the Agreement for the **First** Option Term period beginning **June 27, 2024** and ending **June 26, 2027**. The expiration date of the Agreement is hereby changed from **June 26, 2024** to **June 26, 2027**.

   c. **Exhibit 4, Licensed Software And Additional Terms** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 4, Licensed Software And Additional Terms – Revision 1** attached hereto and incorporated herein.

   d. **Exhibit 6, Statement Of Work (Model)** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 6, Statement Of Work (Model) – Revision 1** attached hereto and incorporated herein.

   e. **Exhibit 8, Fees, Pricing and Payment Terms** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 8, Fees, Pricing and Payment Terms – Revision 1** attached hereto and incorporated herein.

   f. **Exhibit 10, Maintenance And Support** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 10, Maintenance And Support – Revision 1** attached hereto and incorporated herein.

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

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
	CONTRACTOR'S NAME (*if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.*)
Judicial Council of California	**Journal Technologies, Inc.**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
Tracy Matthews	DocuSigned by: *Danny Hemnani* B64AEB838AFA47D...
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Tracy Matthews Supervisor, Contracts	Danny Hemnani CEO
DATE EXECUTED 08/27/2024	DATE EXECUTED 8/21/2024
ADDRESS Attn: Branch Accounting and Procurement | Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 915 E. 1st Street Los Angeles, CA 90012

EXHIBIT 3 – Revision 1

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall include the following preliminary items which will be finalized by the project managers following commencement of the Project:

i. itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
ii. any projected milestone schedule for the completion of the services, Deliverables, and Work;
iii. any acceptance criteria in addition to the acceptance criteria herein;
iv. the personnel to be assigned, along with their job classification, if applicable;
v. the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
vi. the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
vii. a draft project plan that addresses the scope and detail of services to be performed;
viii. and to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

B. Acceptance.

B.1. All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work. Acceptance or non-acceptance of the Work related to implementation of the eCourt system must be determined by the JBE's Project Manager prior to the go-live of Contractor's eCourt system.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 7 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

B.3. If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have fifteen business days from receipt of Acceptance and Sign-Off Form (or such other time period as may be mutually agreed by Contractor and JBE's Project Manager) to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, subject to the provisions of Section 27 below.

C. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement; provided that in no event shall Contractor be liable or responsible in any manner whatsoever for any such Work performed by any JBE or others. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

2. Changes in Work; Stop Work.

A. Changes in Work.

A.1. The JBEs reserve the right, exercisable in accordance with the provisions of this Section 2.A., to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by a JBE or Contractor, Contractor will submit in writing:

   a) a description of the proposed change and the reasons for the change;
   b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
   c) a statement of the expected impact on schedule.

A.3. If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE shall make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE shall allow reasonable costs resulting from the Stop Work Order.

B.5. The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights.

A.1. Contractor grants to the JBE a non-exclusive license to: (i) install and use the Licensed Software, including for the purpose of conducting the JBE's business; and (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE's rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or

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portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (i) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) with the prior written consent of Contractor, third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (iv) with the prior written consent of Contractor, the JBE's service providers, but only in connection with their provision of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility. For the avoidance of doubt, all rights granted to the JBEs in this Section 3 are subject to the JBEs payment of the applicable fees (including annual license, maintenance and support fees) to Contractor as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A.2. Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may, solely with the prior written consent of Contractor, and subject to payment of the applicable fees set forth in Exhibit 8 (Fees, Pricing and Payment Terms): (i) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors ; (ii) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (iii) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (iv) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

B. **License Restrictions; Additional Terms**

B.1. **License Restrictions.** The JBE shall in no event (other than as expressly provided under the Source Code Escrow Agreement) (a) transfer, rent or lease the Licensed Software or its usage without Contractor's prior written consent, or (b) reverse engineer, decompile, or disassemble any portion of the Licensed Software. The JBE shall keep the Licensed Software confidential and utilize its best efforts to prevent the unauthorized disclosure or use of the Licensed Software and shall require its employees and third-party Contractors to comply with such obligation.

B.2. **Additional License Terms.** The JBE and Contractor agree to the license terms set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to the terms of this Section 3.B. In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict

with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

4. Maintenance and Support Services.

A. Maintenance. Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, Upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other JBE, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; and (iii) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall also include those new modules, improvements, enhancements, Upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed by Contractor free of charge to its customers; (b) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed to or developed by Contractor for any other JBE; (c) if Contractor requires the JBE to install such new module, improvement, enhancement, Upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software; or (d) if such modules, improvements, enhancements, Upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. Installation of Maintenance Releases. The JBE shall have a reasonable right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's case management system to a new platform or operating system, (iii) significant reprogramming or reconfiguration of the Licensed Software, or (iv) undesired functionality. During the term of this Agreement, the JBE may reasonably request that Contractor provide, pursuant to a separate agreement for professional services at a cost to be mutually agreed by the parties, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such a reasonably requested Maintenance Release for a database platform or operating system compatible with the Licensed Software (as maintained and supported by Contractor for another customer) within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participating Addendum in accordance with Section 26.

C. Support Services. Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 of Exhibit 10 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 10 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 10 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 10 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 10 (Maintenance and Support).

E. Suspension of Maintenance. As long as the JBE has paid any undisputed amounts of the license, maintenance and support fees for the Licensed Software, the JBE shall be entitled to receive Maintenance and Support Services from Contractor. Contractor shall not suspend or terminate Maintenance and/or Support Services without first obtaining either the JBE's prior written consent or an order of a court of competent jurisdiction (from which no appeal has been or can be taken) affirmatively authorizing such suspension or termination.

5. Configuration. Contractor shall provide updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law (including the California Rules of Court), as and when such law may change from time to time during the term; provided that any such updates to the Licensed Software made pursuant to this Section 5 shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work). Notwithstanding any provision to the contrary in this Agreement, in the event that one Participating Entity under this Agreement pays for any updates or upgrades pursuant to a new or separate Statement of Work or change order, Contractor will provide or make available such updates and upgrades to all other Participating Entities at no additional cost, other than costs of installation and implementation of such updates and upgrades.

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

    A. Audit. Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit, all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

    B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Assignment. No party may assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, without the prior written consent of the Establishing JBE (in the event of an assignment by Contractor), or Contractor (in the event of an assignment by any JBE). Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

9. Choice of Law; Jurisdiction and Venue.

    A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

    B. Jurisdiction and Venue. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification for the following paragraphs in this Section 10.

    A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

    B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, §

12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 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 certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

> "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

H. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to

Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.
Contractor certifies that it is in compliance with: (i) PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

J. Expatriate Corporation. Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

a) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

b) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

N. Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a)   It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b)   This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

(c)   The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds, with an equitable reduction in the Work to be performed under the Agreement.

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(d) The parties may amend the Agreement to reflect any reduction in funds, with an equitable reduction in the Work to be performed under the Agreement.

O. Iran Contracting Act

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

P. Conflict Minerals

Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) use of an official position with the government for private gain;
b) preferential treatment to any particular person associated with this Work or Agreement;
c) impairment of a JBE's independence or impartiality;
d) a decision made outside official channels; or
e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work that has not been accepted by the JBE in accordance with the acceptance criteria set forth in this Agreement and the applicable Statement of Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE. The parties acknowledge and agree that Work that is delivered and accepted in accordance with the agreed upon Project Plan and Statement of Work as defined in the planning phase of the Project shall be, and shall for all purposes be deemed to be, satisfactory for purposes of this provision.

13. Contractor Status.

A. Independent Contractor.

A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

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A.3. If any governmental entity concludes in a final written order, judgment or similar report or statement of findings that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4. Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement; provided that updates to the Licensed Software if and as required to cause the Licensed Software to comply with all applicable laws, rules (including the

California Rules of Court) and regulations shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work). Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

D.2. Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1. Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participating Addendum. Notwithstanding the foregoing, each JBE hereby consents to Contractor's use of consultants who, individually or through small companies, act as regular staff enhancements to Contractor.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will incorporate this Agreement and any applicable Participating Addendum as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;
b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;
c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
e) If the negotiations do not result in resolution of the dispute within forty- five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

15. INTENTIONALLY OMITTED.

16. Indemnification.

A. To the fullest extent permitted by law, but subject to the provisions of Section 27 below, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) each JBE and its respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from: (i) the negligence or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement and the affected JBE's Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement

or misappropriation by Contractor in the performance of its obligations under this Agreement or the Licensed Software of any trade secret, patent, copyright or other third party intellectual property; provided that Contractor's indemnification obligations under this clause (iii) shall not extend to claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from the affected JBE's modification or unauthorized use of any Work provided by Contractor to such JBE under this Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement and the affected JBE's Participating Addendum, and acceptance of any services and Work. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

B. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

C. For Contractor's acts, errors, or omissions which are covered by Contractor's professional liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its subcontractors, but not for a JBE's proportionate share of liability, if any.

17. Insurance Requirements.

17.1   The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

A.   *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

B.   *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

    C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.

    D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, subject to the policy's terms, conditions, limits and exclusions, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

17.2 **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

17.3 **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

17.4 **Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed $100,000 (or, with respect to the professional liability policy only, $250,000) per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 (or, with respect to the professional liability policy only, $250,000) per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

17.5 **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

17.6 **Certificates of Insurance.** Before Contractor begins performing services and Work, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled-without thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of nonpayment of premium) to Contractor, who shall then provide such notice to the Establishing JBE and any Participating Entity; provided that the foregoing requirement regarding notice of cancellation shall not apply to Contractor's Workers Compensation and Employer's Liability policy.

17.7 **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A- or better that is approved to do business in the State of California.

17.8 **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

17.9 **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

17.10 **Consequence of Lapse.** If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the

extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information. The JBE will be responsible for the security of Data (including JBE Data) and the JBE's Confidential Information stored on the JBE's systems.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality, Non-Disclosure, and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

"**JBE Data**" means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. Unauthorized access to or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor shall take all reasonable actions necessary to secure and keep confidential the JBE Data that Contractor receives or has access to. JBE owns and retains all rights and title to JBE Data and has the exclusive right to control its use.

Contractor shall implement and maintain the highest industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of JBE Data, and Contractor shall comply with privacy and data security requirements required by applicable laws, this Agreement, or in the JBE's policies and procedures which have been previously disclosed to and agreed to by Contractor. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing Work at a JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

If Contractor provides Hosted Services, Contractor shall:
- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the continental United States;
- ensure that Contractor's employees and any Subcontractors personnel potentially having access to the JBE Data have been background-checked, must be authorized to work in the United States and is based in the United States;
- provide periodic full backup of all JBE Data;
- provide periodic incremental backup of all JBE Data;
- have the capability to recover data from the JBE Data backup copy up to 30 days of most current revision history;
- have the capability to restore any service outage within 2 hours of a hosted computer system failure or within 8 hours of a catastrophic disaster event;
- have adequate data protection in place to minimize data loss within 1 hour of a hosted computer system failure or within 2 hours of a catastrophic disaster event;
- have the capability to export JBE's raw data in machine-readable format MS SQL Backup format and have the capability to promptly provide JBE Data to JBE upon its request (which requests shall not be made more frequently than monthly);
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter.

No services (including Hosted Services) or Licensed Software (and related Work) shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data housed in the Licensed Software shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year, except for downtime pursuant

to this Agreement.   Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within twenty four (24) to forty eight (48) hours after Contractor's personnel's actual discovery (or reasonable belief) of the Data Breach. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.G. A "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach that results from a breach by Contractor of Section 18.F, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

H. Security Assessments

Upon advance written request by a JBE, Contractor agrees that a JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to the data security of the JBE Data. Contractor performs, at its

own expense, regular assessments of its compliance with its privacy and data security obligations. Upon the JBE's written request therefore, Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. If a JBE requires additional or different assessments of such compliance, then upon such JBE's request, Contractor shall, at such JBE's expense, perform, or cause to have performed such additional or different assessment of Contractor's compliance with its data security obligations.

I. Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.I. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Materials and Work created in whole or in part by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum that does not incorporate any of Contractor's proprietary software or intellectual property shall be treated as if it were "work for hire" for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made by the Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary software or intellectual property. For the avoidance of doubt, the JBE will not own (or receive any grant of ownership of), and the term "Creations" shall in no event include, any of Contractor's pre-existing or independently developed software or other intellectual property (or any improvements or modifications to Contractor's proprietary software or intellectual property created or developed pursuant to the Agreement or Contractor's performance thereunder, including any derivative works thereof), which will be licensed to the JBE pursuant to the provisions of Section 3 hereof and Exhibit 4 hereto.

B. All ownership and control of Creations, Data, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, created by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary

software or intellectual property shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.

C. Intentionally Omitted.

D. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software, in any of Contractor's intellectual property or proprietary materials in existence prior to the effective date of this Agreement or developed independently after the effective date of this Agreement, or in any improvements or modifications to Contractor's Licensed Software, intellectual property or proprietary materials created or developed pursuant to this Agreement, including any derivative works thereof).

E. The JBEs hereby grant to Contractor a perpetual, irrevocable, transferable, sublicensable, royalty free, non-exclusive license to use, reproduce, modify, prepare derivative works, and distribute any Creations, Data, Materials or Work created as a result of this Agreement pursuant to this Section 19 for the purpose of incorporating such work product and intellectual property into products Contractor prepares for other customers.

20. Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other

related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties.

B.1. **Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participating Addendum in all material respects, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design in all material respects. The JBE's approval of design or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2. **Licensed Software Warranty.** Contractor hereby warrants and represents that during the term of the applicable Participating Addendum: (i) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material respects, and (ii) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing database software program as installed as of the effective date of the Participating Addendum.

B.3. **Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software, Hosted Services or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

B.4. **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

B.5. **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software, Hosted Services or any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with

applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) Contractor's performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

B.6. **Warranty of Title.** Contractor warrants and represents that (i) it has good title to the Licensed Software; (ii) it has the absolute right to grant to the JBE the licenses granted hereunder; (iii) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty").

B.7. **Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

B.8. **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty and shall include if applicable the information required pursuant to Exhibit 10 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 10 (Maintenance and Support). If the breach relates to Section 22.B.5 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.6 (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participating Addendum as hereinafter provided in this section. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall

promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26.A (Termination for Cause), subject to the transition provisions of Exhibit 12 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

B.9. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participating Addendum for cause.

24. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

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C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: License Restrictions; Additional Terms (Section 3.B), Assignment (Section 8), Audit; Retention of Records (Section 7), Confidentiality, Non-Disclosure, and Data Security (Section 18), Indemnification (Section 16), Limitation of Liability (Section 27), Warranties (Section 22.B) and Transition services (Section 26.D.3). Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 12. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

26. Termination; Term of Agreement.

A. Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default; (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading in any material respect when made.

B. Termination for Convenience.

B.1. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause pursuant to Section 26.A, the JBE will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

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C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon twenty (20) days prior Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

D. Effect of Termination.

> D.1. Intentionally Omitted.

> D.2. Intentionally Omitted.

> D.3. **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 12 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. Escrow of Source Code. Concurrently with or within a reasonable time after the execution of each Participating Addendum, the Participating Entity and Contractor agree to execute, and to abide by and comply with, an escrow agreement for the Licensed Software Source Code (the "**Source Code Escrow Agreement**") with an escrow agent to be selected and/or approved by the Participating Entity. The terms of the Source Code Escrow Agreement shall include, without limitation, provisions whereby: (1) Contractor would deposit the Source Code for the Licensed Software and the related source documentation (the "**Deposit Materials**") and (2) such Deposit Materials would be released to the JBE immediately upon the occurrence of an Event of Release. An "**Event of Release**" means one or more of the following events: (a) Contractor has materially breached an obligation to provide Maintenance and Support for the Licensed Software as provided in this Agreement and/or fails to provide such support through another appropriate source and (i) such material breach will cause the JBE to incur immediate and substantial injury for which money damages, or such other remedies provided by this Agreement, would be inadequate, (ii) the JBE is not in breach of the terms of this Agreement and (iii) the JBE has terminated this Agreement in accordance with the terms of this Agreement; (b) Contractor's duly appointed trustee in a bankruptcy or dissolution proceeding of Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (c) Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (d) Contractor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence

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of Contractor and the liquidation by Contractor of its assets; or (e) a court of competent jurisdiction or an arbitrator, if applicable, issues an order or judgment directing the escrow agent to release the Deposit Materials to the JBE. Unless otherwise agreed between the parties, Contractor shall bear the escrow fees due under such escrow agreement; provided that if such escrow agreement is not Contractor's existing escrow agreement with InnovaSafe, Inc., the JBE shall bear the escrow fees due under such escrow agreement. In the event of a release of the Deposit Materials to the JBE, Contractor hereby grants to the JBE a non-exclusive, perpetual, fully paid-up license to reproduce and use such Deposit Materials for the sole and exclusive purpose of providing support and maintenance for the Licensed Software. Notwithstanding any provision in the Source Code Escrow Agreement, in the event that the Source Code is released pursuant to such Source Code Escrow Agreement, the JBE shall have the right to approach, negotiate or contract directly or indirectly with any party, including without limitation any subcontractor to or affiliate of Contractor, for the purpose of procuring ongoing maintenance and support services for the Licensed Software Source Code.

F. Term and Termination.
(a) The term ("**Term**") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 26, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement for one 3-year option and an additional 2-year option in accordance with the cover page of this Agreement (each an "Option Term"). In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

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

27. Limitation of Liability.

   a. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.**
   b. **EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR'S TOTAL LIABILITY TO ANY JBE WITH RESPECT TO CLAIMS ARISING OUT OF**

THE SUBJECT MATTER OF THIS AGREEMENT AND/OR SUCH JBE'S PARTICIPATING ADDENDUM SHALL NOT EXCEED, IN THE AGGREGATE, ONE AND A HALF (1.5) TIMES THE AMOUNT OF FEES PAYABLE TO CONTRACTOR BY SUCH JBE UNDER THIS AGREEMENT AND SUCH JBE'S PARTICIPATING ADDENDUM FOR THE FIRST FIVE YEARS OF SUCH JBE'S PARTICIPATING ADDENDUM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 27(b) SHALL NOT APPLY TO CLAIMS, LOSSES, AND EXPENSES ARISING OUT OF THE FOLLOWING: (I) DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR; (II) CONTRACTOR'S VIOLATION OF ANY APPLICABLE STATUTE, RULE, REGULATION OR ORDER; AND (III) CONTRACTOR'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.

28. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

29. Waiver; Severability.

A. Waiver of Rights. JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

30. Loss Leader. Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

31. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to

receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

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

32. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

33. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

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

35. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

36. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE's prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

37. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

38. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to "including" means "including, without limitation."

39. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

40. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Journal Technologies, Inc. 915 East First Street Los Angeles, CA 90012 Attention: President With a copy to: Munger, Tolles & Olson LLP 350 South Grand Avenue, 50th Floor Los Angeles, CA 90071 Attention: Brett Rodda	Judicial Council of California Attn: Tracy Matthews, Supervisor – Contracts Branch Accounting and Procurement 2850 Gateway Oaks Drive, Ste # 300 Sacramento, CA 95833

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service

41. Hosted Services. Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor's obligations regarding the Hosted Services, the Contractor's obligations regarding the Licensed Software (including without limitation, support services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

END OF EXHIBIT 3 – Revision 1

EXHIBIT 4 – Revision 1

LICENSED SOFTWARE AND ADDITIONAL TERMS

This EXHIBIT 4 and its Attachments B, C and D -- SOFTWARE LICENSE, MAINTENANCE AND SUPPORT TERMS AND CONDITIONS (this "**Exhibit**") is incorporated into and made a part of the Master Agreement (the **"Master Agreement"**), effective as of **July 1, 2019** (the "**Effective Date**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and the Judicial Council of California (hereinafter "**Licensee**") for the benefit of the Judicial Council of California and the California Superior Courts who become Participating Entities under the Master Agreement. Each such California Superior Court that becomes a Participating Entity under the Master Agreement shall, upon execution of its respective Participating Addendum, also become a "Licensee" hereunder and be subject to the terms and conditions set forth in this Exhibit 4. Capitalized terms used and not otherwise defined herein shall have the respective meanings given them in the Master Agreement.

1.   DEFINITIONS

        1.1   **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

        1.2   **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

        1.3   **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

        1.4   **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

        1.5   **Licensed Software** means the proprietary computer software program or programs identified in **EXHIBIT 8** ("**FEES, PRICING AND PAYMENT TERMS**"), together with all related Documentation.

        1.6   **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

        1.7   **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

                (1) a data security breach involving Customer Data;

                (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

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(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

> (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
>
> (b) take appropriate steps to ensure the accuracy of Customer Data;
>
> (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
>
> (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.10 **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.11 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through an interface or its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2.   LICENSE

2.1   Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Exhibit and the Master Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Exhibit or the Master Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and neither the Master Agreement nor this Exhibit grants to Licensee any title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2   License Term and License, Maintenance and Support Fees.

2.2.1   License Term. The License Term of a particular Participating Addendum shall commence on the date of Go Live for such JBE; provided that the License, Maintenance and Support Fees for the first year of the License Term must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). Provided that the applicable Participating Entity has paid the applicable License, Maintenance and Support Fees, the License Term shall continue for so long as such Participating Entity's Participating Addendum remains in effect.

2.2.2   License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**, in advance of each applicable year of the License Term, including each year of the original License Term and each year of any extension thereof; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid immediately prior to Go Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3   Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, (d) permit any party access to the Licensed Software for purposes of programming against it, or (e) enable, allow or cause access to the Licensed Software by any artificial intelligence or automated program not provided by or expressly authorized by Licensor. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee (or by any third-party

artificial intelligence or automated program enabled by Licensee to access to the Licensed Software) to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee or by any third-party artificial intelligence or automated program enabled by Licensee to access the Licensed Software. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors).

       2.2.4   <u>E-Commerce Functionality Fees</u>. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

       2.2.5   <u>Source Code Escrow</u>. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as <u>Attachment B to this Exhibit 4</u> ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form and Licensor shall pay the required annual escrow fees directly to InnovaSafe.

MAINTENANCE AND SUPPORT

       2.3   <u>Maintenance</u>. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Exhibit and the Master Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor. For the avoidance of doubt, Licensee elects when it wishes to apply provided Maintenance to the Licensed Software. If Licensee elects not to apply Maintenance such that Licensee is not using one of the two (2) most recent generally available versions of the Licensed Software, and then Licensee requires assistance from Licensor in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work.

       2.4   <u>Support</u>. Support for eCourt and Public Portal is available by telephone, e-mail, or internet support forum from 4:00 am to 6:00 pm Pacific time, Monday through Friday, except for federal holidays. Support for interfaces using eCourt API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live (and thereafter pursuant to a mutually agreed Statement of Work); it being understood and agreed that such Support shall in no event include (or be deemed to include) changes to the interface(s). Go-Live for an interface may differ from the Go-Live date of the Licensed Software at which time the 90-day support period for that interface would be calculated from the interface Go-Live date. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the generally-available current version (i.e., annual major release) and the most recent previous version. Licensor shall not be

responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

    2.5   <u>Conditions to Receive Support</u>.

    2.5.1   Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

    2.5.2   During all periods for which Support is needed or requested by Licensee, Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

    2.5.3   Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as <u>Attachment C</u> to this Exhibit 4 ("MINIMUM SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

    2.5.4   Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

    2.6   <u>Other Support</u>. Services that go beyond routine Support set forth in Section 2.4 may be provided under the terms of a professional services agreement upon agreement of the parties.

3.   WARRANTY

    3.1   <u>Licensed Software Warranty</u>. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides and the provisions of the Master Agreement. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) unapproved modification of the Licensed Software by the JBE, (d) any use of the Licensed Software in breach of this Exhibit or the Master Agreement or (e) any failure to satisfy the conditions to receive Support under Section 2.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and its Participating Addendum (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired), in addition to any other rights that Licensee may have under the Master Agreement.

    3.2   <u>Warranty of Law</u>. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with

respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into the Master Agreement and to consummate the transactions contemplated hereby; and (iv) the Master Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.3   Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Exhibit and the Master Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.4   No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS EXHIBIT AND THE MASTER AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.   TERMINATION

4.1   Termination by Licensor.

4.1.1   Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any failure of such Licensee to make payments of undisputed moneys due for license and maintenance and support fees when the same are due, and such failure continues for a period of thirty (30) days after written notice of such failure to pay by Licensor to such Licensee.

4.1.2   Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees") and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any other material breach by such Licensee which breach continues for a period of thirty (30) days after written notice thereof (and opportunity to cure) by Licensor to such Licensee.

4.2   Actions Upon and Following Termination. Termination of the Master Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon the effective date of termination as set forth in the applicable termination notice delivered in accordance with the provisions hereof, and must remove and return the Licensed

Software and all other products and information received by Licensee from Licensor within thirty (30) days after the effective date of termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software.

ATTACHMENT B TO EXHIBIT 4

<u>SOURCE CODE ESCROW AGREEMENT</u>

INNOVASAFE, INC.®
Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.

- Beneficiary specific terms and conditions may be required.

- Modifiable Agreement is required

- Services include:
  - Complete client service
  - Fees Locked for the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement ("Agreement"), number 2738, <u>effective</u> as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1.   DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement.   A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement.   Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

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2. DEPOSIT PROCEDURES

2.1   Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2   Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3   Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4   Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5   Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1   Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2   Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4.   DEPOSIT RELEASE PROCEDURES

4.1   Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2   Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has breached a material obligation under the License Agreement for which the License Agreement provides for the release of the Deposit to Beneficiary as a remedy, and such breach has not been cured by Depositor as provided in the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3   Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to

the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary; or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

      4.4   <u>Rights in Bankruptcy and Effect of Release</u>: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5.   FEES AND PAYMENTS

      5.1   <u>Fee Schedule, Payments and Suspension of Performance</u>: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6.   TERM AND TERMINATION

      6.1   <u>Term</u>: This Agreement shall have an initial term of _____ from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

      6.2   <u>Termination for Cause</u>: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with

the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor,

or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2   Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8.   RECORDS, REPORTS, ADMINISTRATION

8.1   Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2   Intentionally Omitted

8.3   Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9.   DISPUTE RESOLUTION AND CLAIMS

9.1   Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and

any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

   9.2   Intentionally Omitted

   9.3   <u>Indemnification</u> :

   Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

   9.4   <u>Mediation and Arbitration</u>: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

   9.5   (a) <u>Disclaimer of Warranties</u>: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) <u>Limitations of Claims and Consequential Damages Limitation</u>: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after

the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10.   NOTICES

10.1   Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing.   Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address:	28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address:	PO Box 800256, Valencia, California 91380-0256 USA
Phone:	USA Direct: 1-800-239-3989
	International Direct: 1-661-310-1810
Facsimile:	1-661-295-5515
eMail:	clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11.   MISCELLANEOUS PROVISIONS

11.1   <u>Independent Contractors</u>: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2   <u>Complete Statement, Interpretation and Modification of Agreement</u>: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3   <u>Waiver</u>: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4   <u>Attorneys' Fees</u>: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5   <u>Force Majeure</u>: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6   <u>Due Authorization, No Third Party Rights, Partial Invalidity, Headings:</u> (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The

headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

   11.7 <u>Governing Law</u>: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

   11.8 <u>Instructions to InnovaSafe</u>: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

   11.9 <u>Authorization to Copy</u>: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

   11.10 <u>Counterparts, Facsimile and Scanned Copy</u>: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

<u>DEPOSITOR</u>	**<u>INNOVASAFE.</u>**
BY: _____	**BY:** _____
Signature	**Signature**
Name:	**Name**:
Title:	**Title**:
Date:	**Date**:

EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc.…):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return   OR   ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary**:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary**:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	**No Fee**	
Traditional Escrow Annual Deposit Fee*		
▪ **1st Product**	**$675**	
▪ **Additional Products** – per product	**$350**	
▪ **Included Benefits and Services**		
o 4 Free Updates/Replacements		
o Physical or Electronic Deposits		
o Deposit Notification – all parties		
Annual Beneficiary Fee	**$200**	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	**$995**	☐ Yes ☒ No
▪ Basic Report	**No Fee**	☐ Yes ☒ No
▪ Detailed Report	**$95 per report**	☐ Yes ☒ No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	**$200**	☐ Yes ☒ No
▪ Dual Vaulting	**$200**	☐ Yes ☒ No
▪ Account Status Reports - Quarterly	**$200**	☐ Yes ☒ No
▪ Deposit Tracking - Quarterly	**$200**	☐ Yes ☒ No
▪ SafeAccess (24/7) Online Deposit History Only	**$200**	☐ Yes ☒ No
▪ FullAccess (24/7) Online Comprehensive	**$200**	☐ Yes ☒ No
▪ L1 Deposit Verification – Limited Only	**$200**	☐ Yes ☒ No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	**Quote Only**	
▪ L3 Verification – Comprehensive – per check	**Quote Only**	
Release Request Fee – per request	**$200**	

*One product deposit and one beneficiary fee will always be invoiced

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20__ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

ATTACHMENT C TO EXHIBIT 4

MINIMUM SYSTEM REQUIREMENTS
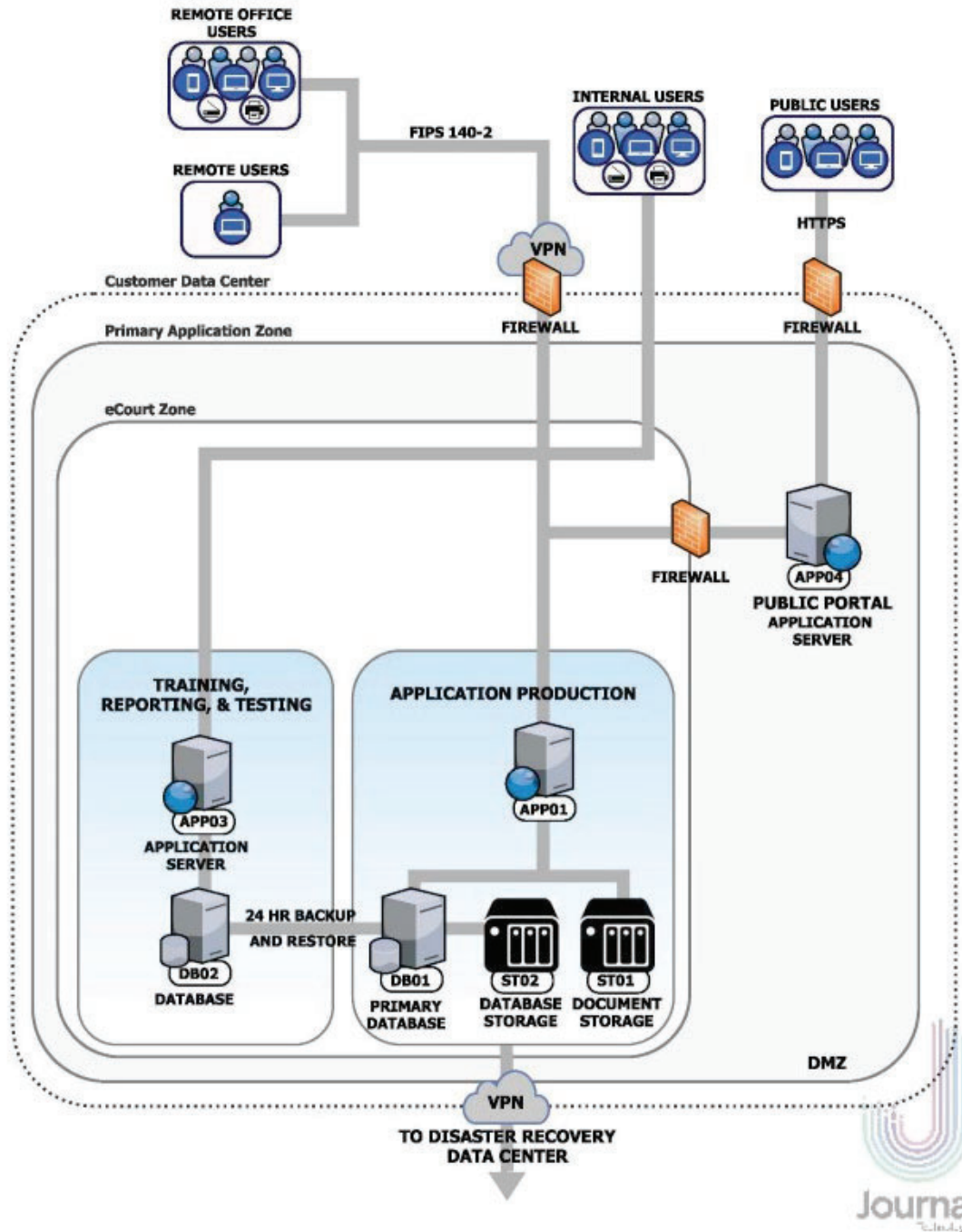
Customer On-Premise - Disaster Recovery   (Off-site)
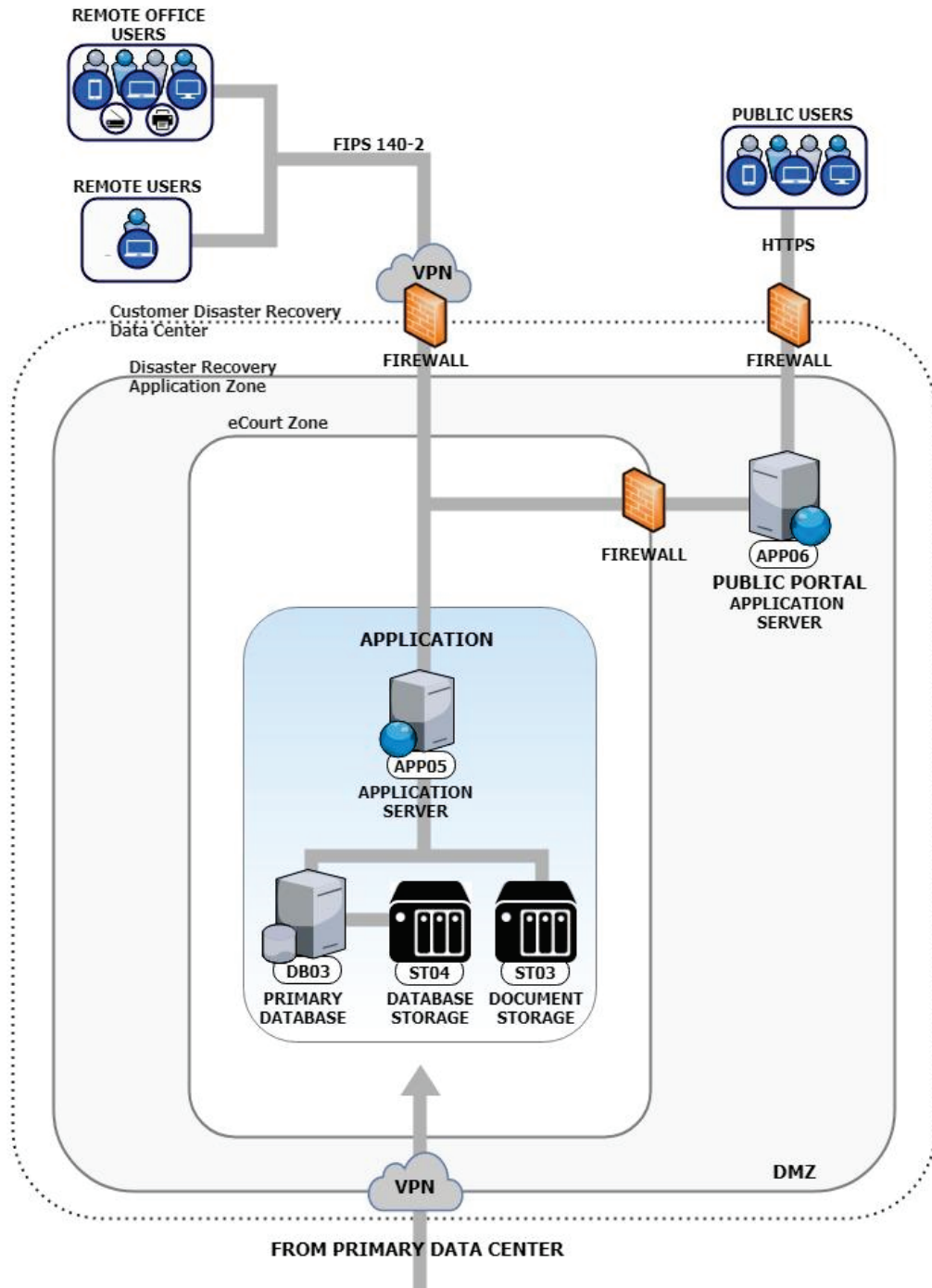
Customer On-Premise - Primary (51-500 user)

Customer On-Premise - Disaster Recovery　　　　(Off-site)

REMOTE OFFICE USERS

REMOTE USERS

FIPS 140-2

PUBLIC USERS

HTTPS

VPN

Customer Disaster Recovery Data Center

FIREWALL

FIREWALL

Disaster Recovery Application Zone

eCourt Zone

FIREWALL

APP06
PUBLIC PORTAL APPLICATION SERVER

APPLICATION

APP05
APPLICATION SERVER

DB03
PRIMARY DATABASE

ST04
DATABASE STORAGE

ST03
DOCUMENT STORAGE

DMZ

VPN

FROM PRIMARY DATA CENTER
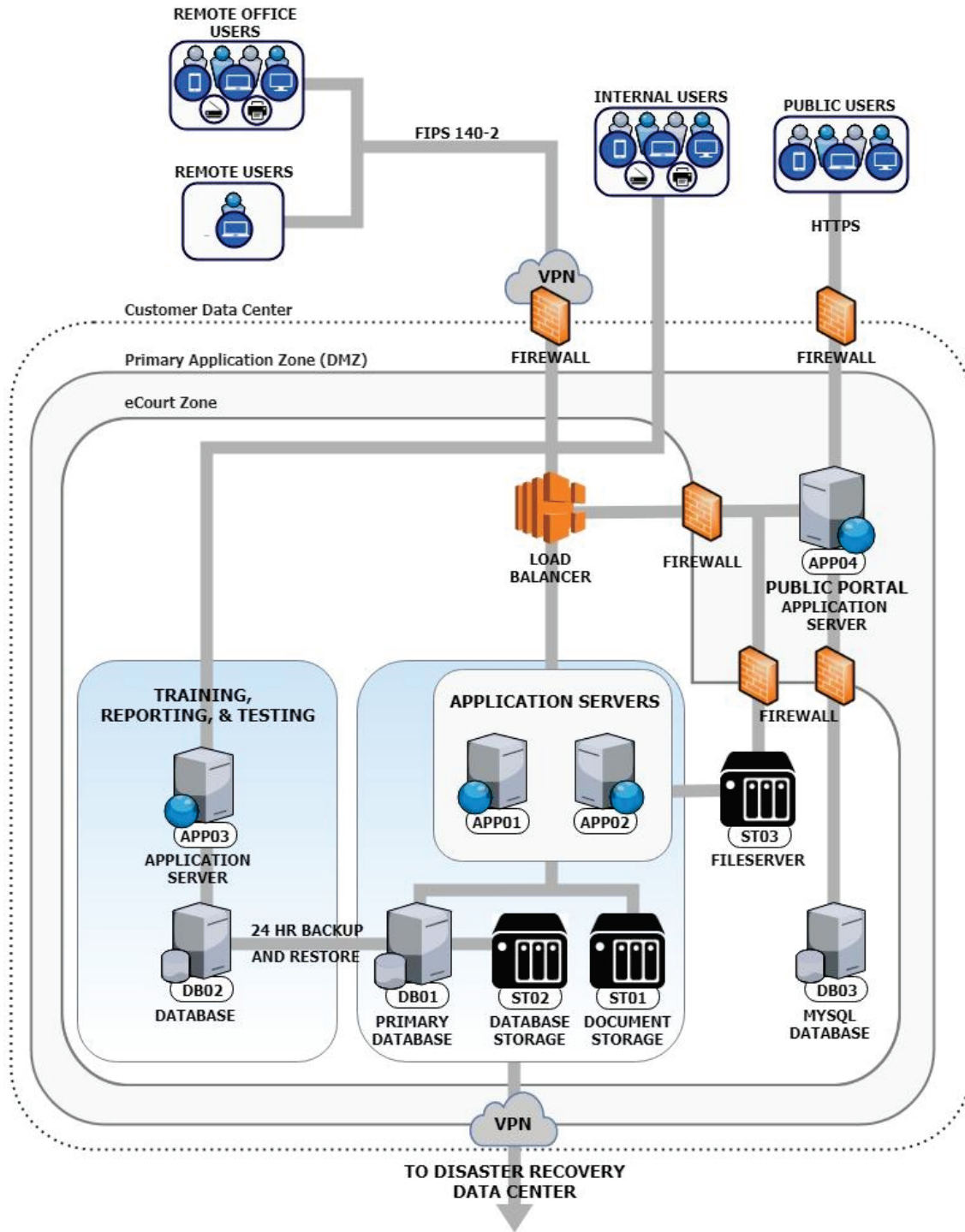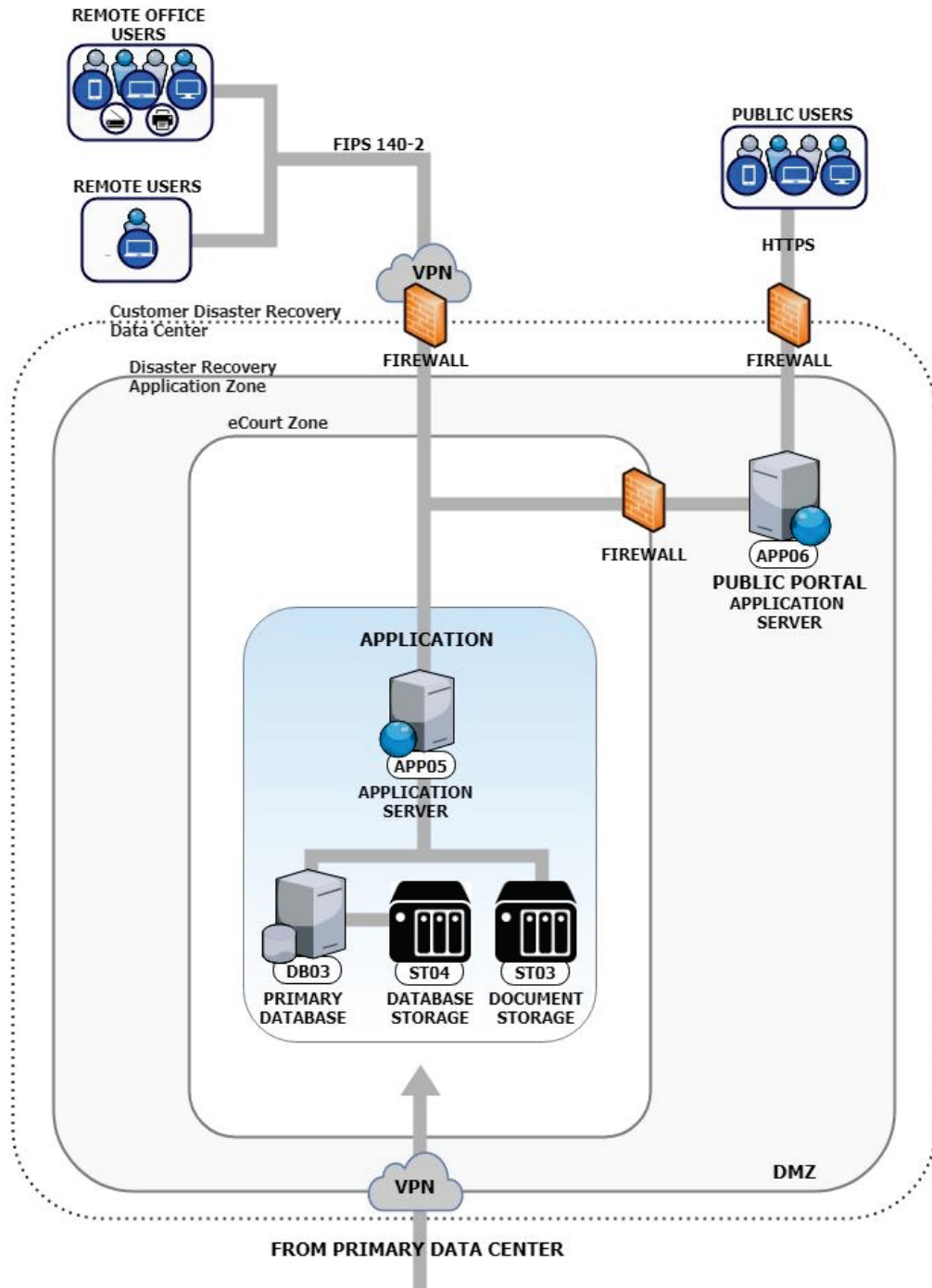
Data Centers
Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data
- ST02 - Database storage device with
  - 1 TB for DB
- ST03 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data

- ST04 - Database storage device with
  - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.

Workstation Hardware Configuration

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1
Other required software and versions	Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format).

ATTACHMENT D TO EXHIBIT 4

HOSTED SERVICES AND CLOUD HOSTED SERVICES

1. Hosted Services

Licensor Hosting. In consideration for Licensee's (JBE'S) payment to Licensor of the Annual Hosting and Storage Fees (in addition to the Annual License, Maintenance and Support Fees) set forth on **Exhibit 8**, Licensor will provide Licensed Software hosted services (the "**Hosted Services**"), which Licensee may access via a secure Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this **Attachment D to Exhibit 4** shall have the respective meaning given to them in the Agreement.

Licensor Responsibilities. Licensor's responsibilities with respect to the Hosted Services are as follows:

   a. Provide Software as a Service (SaaS) for the hosting of Licensee (JBE) data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
   b. Provide Maintenance of the Hosted Services.
   c. Provide services as described in section 2, Cloud Hosted Services, this **Attachment D** to Exhibit 4.
   d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:
   a. Pay the Annual Hosting and Storage Fees, in addition to the License, Maintenance and Support Fees described in Section 2.2.2 of Exhibit 4.
   b. Provide a secure internet connection between Users and the hosted environment that meets necessary bandwidth requirements.
   c. Licensee is solely responsible for any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.

   d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor's hosted infrastructure (servers, database, file

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storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third-party software.

e. Accept that each hosted instance allows for one (1) terabyte of database storage. Licensee will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will automatically be expanded in accordance with **Exhibit A**. Additional database storage may be pre-purchased at any time.

f. Accept that each hosted instance allows for one (1) production environment and one (1) auxiliary environment. Additional environments requested by Licensee shall be subject to additional costs.

g. Have and maintain the following workstation configuration requirements:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum (8+ GB preferred)
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network	Secure internet connection
Operating system	Supported OS from Microsoft or Apple
Other required software and versions	Supported browser versions of Licensee's choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format)

System Period of Maintenance.

a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM PT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.

b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.

c. *Critical Security Maintenance*. The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched.

2. <u>Cloud Hosted Services</u>

Licensor leverages world class cloud infrastructure provider Amazon Web Service (AWS) to host Licensee data and software. AWS provides state-of-the-art compute power, storage and security. Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

DATABASE STORAGE

One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and both (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in **Exhibit 8**.

Copies of the systems database are available upon request for a transfer fee of $300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

DOCUMENT STORAGE

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensor leverages world-class document storage solution AWS to store documents. Licensees are billed for the storage they use ("pay as you go") with no storage caps. The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: *Frequent Access, Infrequent Access,* and *Archive Access*. Documents that have not been accessed for a minimum 30 days are automatically moved to the *Infrequent Access* tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the *Archive Access* tier. If the Document is requested, it will be moved back to the *Frequent Access* tier and the lifecycle begins again.

Licensees can store any number of documents and are automatically billed according to the rate table in **Exhibit 8**. Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

Copies of the systems complete document file store are available upon request for a transfer fee of $40/Day + $0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier. Transfer fee is subject to price change throughout the course of this agreement upon 60 days prior notice.

SECURITY

Secure Hosted Environment - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at https://aws.amazon.com/govcloud-us/

Data Security – Journal Technologies builds our hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. We also reference *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit - Journal Tech customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJI is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

Security Testing – Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server a named user never uses, accounts running scripts they previously did not, etc.

Licensor undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Security Breach - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Journal Technologies will follow its Security Incident Response Plan. If a verified security breach occurs Journal Technologies will promptly notify client IT representatives or CSO within 24-48 hours.

SOC 2 Type 2

Licensor has completed a System & Organization Control (SOC) 2 Type 2 audit, an independent third-party examination of Licensor's information security controls. Licensor can make available to Licensee SOC reports upon Licensee's reasonable request therefore, subject to the confidentiality provisions of this Agreement and any other procedures Licensor may deem necessary to protect the security of such reports.

DATA OWNERSHIP

All the hosted Customer Data remains Licensee's property during and after the lifetime of the hosting contract. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

DATABASE BACKUPS AND DISASTER RECOVERY

We backup your production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. We maintain fourteen days of archival data backup.

This gives us a Restore Point Objective (RPO) of two hours or less.

We snapshot your running Compute Instances (CI) once every 24 hours and rotate the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should your compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone.

Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less

CLOUD MAINTENANCE

Journal Tech (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

END OF EXHIBIT 4 – Revision 1

EXHIBIT 6 – Revision 1

STATEMENT OF WORK
(MODEL)

1   Statement of Work
    1.1 Scope of Work

1.1.1   The contractor shall provide a working, integrated Case Management System (eCourt) that meets the technical and functional requirements set forth herein. The scope includes case management software, licensing, implementation services, data conversion, network and infrastructure recommendations, maintenance and support required to support the JBE as further described herein. Failure to meet any of the requirements remains the Contractor's responsibility and must be remedied at Contractor's expense.

1.1.2   The contractor is responsible for internal quality control of all deliverables at no additional cost to the JBE. The JBE may engage its own quality assurance consultant to advise Court, and in such event, Contractor shall cooperate with Court's consultant in providing information about the Project.

1.1.3   The general scope of the services to be provided by the contractor under this Agreement includes the provision of all of the work necessary on the part of the contractor and JBE to successfully implement the eCourt Case Management System.

2   TASKS AND ASSOCIATED DELIVERABLES
    2.1 Deliverables
2.1.1   The contractor will work with the JBE to produce the deliverables listed in this Section.
2. The following table summarizes the tasks and deliverables that the Contractor and JBE will be required to perform to successfully complete the implementation.

le	Description and Acceptance Criteria
Project Management and Planning	
1 Project Plan	The Project Plan will describe the implementation approach and the tasks required to complete it. The Project Plan will also include: • Contractor Project Team members • JBE Roles and Responsibilities • Contractor Roles and Responsibilities • Timeline, milestones/deliverables • Change Management Plan • Risk Management Plan • User Acceptance Testing Plan • Training Plan • Communication and Escalation Procedures **Acceptance Criteria:** This is complete when JBE has reviewed and approved the Project Plan.
2 Project Timeline	Using Project Plan components from deliverable 1, Contractor will work with JBE to create a Work Breakdown Structure (WBS) for the project. The WBS will detail tasks, resource assignments, estimated durations, and any task dependencies to analyze critical path and develop a timeline for the project. The JBE will utilize JIRA to develop the project plan and WBS Contractor Project Manager will work with JBE to continually reassess the project's critical path and recommend actions needed to meet the project's scheduled goals. The Contractor Project Manager will update the Project Timeline as needed and as agreed upon throughout the project. **Acceptance Criteria:** The initial Project Timeline is complete when JBE has reviewed and approved the schedule.

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Project Tracks		

3	Project Tracks	The project tracks will follow Contractor's methodology for implementing the System:
		
		● CMS Deployment
		   • Case Structure
		   • Financial Structure
		   • Document Templates
		   • Document Management
		   • Workflow Processes
		   • Searches and Reports
		● Data Migration
		● Interfaces
		● eFiling Deployment
		● User Acceptance Testing
		● Knowledge Transfer
		● Go Live

CMS Deployment		
4	Case Structure	We will focus on case structure first. The purpose is to ensure the JBE can capture all the case data it requires in the system. We ignore JBE processes at this point on purpose: we will not be discussing courtroom processes, FTA/FTP processes, cashiering processes, etc. Our whole focus is: do we have a place for every piece of data JBE requires, and if we don't then we either make a place or justify why we should not. When this phase is complete, JBE will have successfully entered enough case files representing each case type, including from initiation to disposition, to ensure all data is being tracked. To avoid confusion, it is critical at this stage for JBE to verify that the system provides a place for and a way to enter and update every piece of data. 1. Case Initiation, Insert Screens, Update Screens ● The contractor will provide JBE with an overview of the starting point configuration. ● JBE will pull files and enter cases into the configuration. JBE will thus review the configuration and provide the Contractor with any necessary changes for each of the Case Initiation, Insert Forms and Update Forms. JBE will enter requested changes into Contractor's web-based Jira system. ● The contractor will update the configuration (this includes discussions with JBE to justify changes). ● JBE will test and either approve or request updates; repeat until complete. 2. Document Codes ● Contractor will provide the JBE with the current inventory of documents in the California Configuration. ● JBE will review and request additional documents. ● Contractor will determine if there is a reporting impact and configure additional documents.

3. Directory
   - Contractor will provide directory load spreadsheet (for judges, staff, rooms, attorneys, officers, etc.)
   - JBE will complete the spreadsheet.
   - Contractor will load the directory with JBE's directory values
   - JBE will thereafter maintain in its System directory.
   - JBE will test and either approve or request updates; repeat until complete.

4. Statute Table
   - Contractor will provide statute table spreadsheet containing the existing California statutes, to JBE personnel.
   - JBE will add additional statutes such as local ordinances, as needed into the statute table spreadsheet.
   - Contractor review statute table spreadsheet with JBE, and JBE will update as needed.
   - Contractor will update the baseline system statutes with the updates provided by JBE.
   - JBE will thereafter maintain in its statute table.

Acceptance Criteria:

This activity is complete when JBE has tested, validated, and accepted as complete.

5	Financial Structure	We will next focus on financial structure. The purpose is to ensure that JBE's fines and fees are set up to distribute according to statute, and for JBE to test to verify that all fines and fees are distributing correctly.

		1. Financials
		• The California Configuration contains all of the California specific financials. The contractor will provide a financial template requesting the following information:
		  • Verify Criminal GL Accounts
		  • Verify Civil GL Accounts
		  • Provide Local Distributions
		  • Provide Trust Accounts
		  • Provide Payment Methods
		  • Provide Till Groups
		  • Provide Bank Accounts
		  • Provide Void Reasons
		  • Provide Subsequent Offense Priors Amounts
		• Contractor will configure financials based on the information returned from JBE.
		• Contractor will provide financial overview.
		• JBE will test configured financials.
		
		Acceptance Criteria:
		
		This activity is complete when JBE has tested, validated, and accepted as complete.

6	Document Templates	1. JBE will review its current document templates (forms) and determine which are required in eCourt. 2. JBE will provide list of document templates, including samples 3. Contractor will train the JBE on how to configure document templates. 4. JBE will configure document templates. JBE will test document templates **Acceptance Criteria:** This activity is complete when the JBE project teams have tested, validated, and accepted as complete.

7	eCourt Document Management	Contractor will meet with JBE to determine and configure the document management requirements to include:
		
		   1. Document storage and retrieval folder structure
		   2. Scanning
		   3. Stamps
		
		Acceptance Criteria:
		
		This activity is complete when JBE has tested, validated, and accepted as complete.

8	Workflow Processes	1. Contractor will provide the JBE with the baseline workflow diagrams and automation documentation. 2. Contractor and JBE work together to review the baseline workflows and determine if any changes are needed. 3. Contractor and will identify changes (the gap between baseline and JBE's processes) and will determine if additional processes will be required; Contractor will document the changes and provide the JBE with updated workflow diagrams. 4. JBE will approve the updated workflow diagrams. 5. Contractor will update the workflow configuration. 6. JBE will test and approve the updated workflow configuration. 7. Contractor will provide the JBE with the baseline minutes codes and attributes in a template. 8. Contractor will demonstrate the minutes configuration to JBE. 9. JBE will review and update the provided minutes template. 10. Contractor will update the configuration. 11. JBE will test and approve the minutes configuration. **Acceptance Criteria:** This activity is complete when JBE has tested, validated, and accepted as complete.
9	Searches and Reports	1. Contractor will review existing searches and reports with JBE. 2. JBE will determine additional searches and reports it needs, plus detailed requirements. 3. Contractor will configure the additional searches and reports. 4. JBE will test and either approve or request updates; repeat until complete. **Acceptance Criteria:** This activity is complete when JBE has tested, validated, and accepted as complete.

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| 10 | ePay-it (Optional Component: JBE may choose other 3rd party payment vendors) | JTI's ePayIt solution is out of scope for this project as the JBE desires to utilize their own public portal and payment gateway solution will utilize their own public portal solution.

1. The JBE may decide to evaluate the ePayIt solution at which time the Contractor will demonstrate the functionality to the JBE.
2. If JBE opts to use the ePayIt solution
3. Contractor will provide the JBE with the ePayIt template containing the allowed options and wording for the ePayIt website.
4. JBE will complete the template.
5. Contractor will set up and configure the ePayIt website and connect it to the JBE's CMS.
6. Once Contractor completes the configuration the JBE will test and approve. Issues will be reported to Contractor and the appropriate configuration changes will be made.

Acceptance Criteria:

This activity is complete when JBE has tested, validated, and accepted as complete. |

Data Migration		
11	Data Migration	**Data Migration Plan** 1. Contractor will provide the JBE with the data conversion plan. 2. JBE will review and approve the data conversion plan **Data Mapping** 3. The Contractor and JBE will work together to map the data. 4. The Contractor and JBE will work together to map the documents. 5. The Contractor and JBE will work together to determine the logic for financials. **Data Migration Scripting** 6. Contractor will develop data conversion logic . 7. Contractor will convert data. 8. Contractor will complete initial conversion testing. **Data Migration Test** 9. JBE will test the converted case data in eCourt, including comparing with the legacy source database 10. JBE will verify that remaining balances on invoices are distributed correctly. 11. There will be a maximum of three (3) iterations of data conversion. **Acceptance Criteria:** This activity is complete when JBE has reviewed and approved the Data Conversion for the final production run.
Interfaces		
12	In Scope Interfaces	The following interfaces are in-scope and will be delivered by the Contractor: a. DMV b. DOJ c. JBSIS d. FTBCOD e. CUBS

13	Interface Specification Documents	The Contractor will work with JBE to develop specification documents for each contracted interface included in the project except DMV, DOJ and JBSIS. Each specification document will include: • Data elements included in the import/export • Triggers for the import/export • Strategies for handling errors

14	Interface Assumptions	The interfaces will be developed based on the following assumptions:
		
		• The JBE will have an agreement in place with the third-party vendor before any work is started on the interface.
		• The third-party vendor system will be operating in a live capacity prior to the start of the interface development.
		• The JBE will provide the contractor with the following:
		   ○ File layouts
		   ○ Sample files
		   ○ Resources for requirements gathering and testing
		   ○ JBE will handle all communication with the third party
		• If the JBE is unable to provide the contractor with the above information or if the third-party system is not operational, the contracted interface will be considered de-scoped from this project.

15	Interface Development and Testing	Contractor will develop interfaces in accordance with the Interface Specification Documents.
		JBE will test the interfaces in accordance with the Interface Specification Documents.
		There will be a maximum of three (3) iterations of testing for each interface.
		Contractor will provide the JBE with an interface deployment guide for the following interfaces once approved:
		• Contractor will provide an overview to the JBE on the Statewide interfaces as outlined in the training portion of this statement of work.
		Acceptance Criteria:
		This activity is complete JBE has tested, validated, and accepted the interfaces.
eFile-It Deployment		
16	eFile-it Deployment and Testing	The eFiling deployment is considered in-scope for this project and will be available at go-live.
		Contractor will deploy the eFiling EFM (Clerk Review) in the JTI AWS hosted environment and connect it to the JBE's local test environment.
		Contractor will provide the JBE with a template containing all of the documents within the CMS. Using this template the JBE will indicate the following for each document listed.
		• Which documents can be eFiled
		• Which documents are first appearance documents
		• Which documents are lead documents
		• Which documents are subsequent documents
		Contractor will configure the following in the clerk review:
		• Documents
		• Document Metadata
		• Document Fees
		• User Accounts

- Review Work Queues

Once deployed and configured, the contractor will notify the certified Electronic Service Providers that the system is ready for verification.

Contractor will train the JBE on the use of the EFM

JBE will test the test the eFiling system and will notify the contractor of any issues.

At go-live the connected and tested Clerk Review will become the production clerk review

Contractor will clear cases from the Clerk Review and will connect the Clerk Review to the production CMS instance.

Acceptance Criteria:

This activity is complete JBE has tested, validated, and accepted the eFiling system.

User Acceptance Testing		
17	User Acceptance Testing	JBE will provide users to conduct acceptance testing and document any identified defects.
		Testing is an ongoing effort throughout the project tracks.
		Contractor will work with JBE to determine the best testing approach and practices. Contractor will also work with JBE to evaluate and prioritize defects found during acceptance testing and to resolve defects according to priority.
		Acceptance Criteria:
		This activity will be considered complete upon final acceptance of eCourt.

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Knowledge Transfer

#		
18	Administrator Training	The contractor will provide eCourt administrators, identified by JBE, with training on the configuration and maintenance of the system. **Acceptance Criteria:** This activity is complete when JBE agrees that eCourt administrators have been trained sufficiently for Go-Live.
19	End User Training	The contractor will provide the JBE with Train the Trainer training The contractor will assist the JBE with the development of the end user training materials and will provide the JBE with guidance and recommendations on how to train the JBE's staff After receiving the Train the Trainer training, the JBE will conduct the end user training for the JBE's staff **Acceptance Criteria:** This activity is complete when JBE agrees that end users have been trained sufficiently for Go-Live.

20	Technical Training	The JBE currently has an extensive portal solution in place that they desire to connect to eCourt. It is also the JBE's intent to become as independent as possible and to take on future changes to the system with their own staff.
		
		The JBE agrees to take on the development work related to this integration after receiving technical training from the contractor.
		
		To support these goals, the Contractor will develop and provide technical training on the eCourt the following:
		
		• The eCourt REST API
		• The development and use of business rules
		• Configuration training to include the following:
		  o Form Builder
		  o Workflow configuration and management
		  o Configuration and use conditions
		  o Metadata
		  o Searches configuration
		  o Report configuration
		  o Best Practices for configuration
		
		• The contractor will provide the JBE with an overview of the standard interfaces that are included with the California configuration with the intent that the JBE will be able to maintain these interfaces going forward.

		o DMV o DOJ o JBSIS o FTB-COD **Acceptance Criteria:** This activity is complete when JBE has received and approved the Technical the Technical Training.
Go Live		
21	Go-Live Plan	Contractor will work with JBE to develop a Go-Live Plan that includes a detailed schedule of tasks needed to move the application efficiently and effectively from the pre-production (development) environment to the production environment. **Acceptance Criteria:** This activity is complete when JBE has reviewed and approved the Go-Live Plan.
22	Final System Acceptance	The eCourt system will be accepted when JBE signs the Final Acceptance and Sign-Off Form. JBE will sign acceptance prior to Go-Live. **Acceptance Criteria:** This activity is complete when the contractor receives the signed Final Acceptance and Sign-Off Form.
23	CMS Production Deployment	Following the strategies outlined in the Go-Live Plan, Contractor will work with JBE to deploy eCourt system to the production environment. Contractor staff will be ready to assist JBE administrators with questions and concerns and resolve any issues. **Acceptance Criteria:** This activity is complete when JBE begins using the system in a live capacity and when all activities outlined in the Go-Live Plan are complete.

2.2 Final Acceptance of the System

2.2.1 "Final Acceptance" means a good faith determination by JBE that eCourt system meets all of the acceptance criteria of this Agreement. Final Acceptance must be received prior to Go-Live.

2.3 Payment Schedule

2.3.1 Contractor agrees to lease the eCourt System so that JBE is not confronted with large initial capital investments. Contractor has found that this model allows the agency to plan for growth in a cost-conscious way and provides reinforcement and incentives in a "succeed-or-lose" environment for us to provide high-quality products and continuing services to clients. For a highly service-oriented software agreement, JBE pays an annual fee. These costs include licenses, maintenance, updates, upgrades, and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. Because the contractor leases eCourt, it is under continuous warranty.

2.3.2 **Professional Services Milestone Payments.** The JBE shall pay the Professional Services Fees on a periodic basis in accordance with milestones and amounts to be determined by the JBE and Contractor. Milestone payments shall be in consideration of services satisfactorily rendered by Contractor in completing such milestones. Aside from the interim milestone payments, any remaining Professional Services Fees are due at Go Live.

2.3.3 There are no upfront, one-time license fees. The initial annual eCourt license and maintenance fees and any remaining professional service fees are payable upon Final Acceptance and Sign-off. Because eCourt is configurable, there should be no customization required, except for the interfaces.

END OF EXHIBIT 6 – Revision 1

EXHIBIT 8 – Revision 1

FEES, PRICING AND PAYMENT TERMS

1. <u>Contractor's Pricing Summary</u>

Since governments normally have limited capital budgets, we (JTI) lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the agency to plan for growth in a cost-conscious way and provides reinforcement and incentives in a "succeed-or- lose" environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the agency pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. *Because we lease eCourt, it is under continuous warranty.*

The annual eCourt license and maintenance fees are due just before each Go-Live. (For this calculation, we have assumed that each implementation will take one year during which there will be no licenses, maintenance and support fees.) Because eCourt is configurable, there should be no customization required, except for the interfaces.

The JBE shall pay the Professional Services Fees on a periodic basis in accordance with milestones and amounts to be determined by the JBE and Contractor. Milestone payments shall be in consideration of services satisfactorily rendered by Contractor in completing such milestones. Aside from the interim milestone payments, any remaining Professional Services Fees are due at Go Live.

The Professional Services Fees are calculated based on Contractor's good faith estimate as to the number of dedicated hours, and the total project duration (in months), the project will require. Increases from this estimate due to causes within the JBE's reasonable control, including without limitation untimely performance by the JBE of its tasks set forth in Exhibit 6 (Statement of Work) or scope creep attributable to the JBE, will result in additional costs to be negotiated in in a subsequent Statement of Work.

We use the following methodology to calculate the annual license, maintenance and support and hosting fees which are based on a sliding scale with an annual minimum. Consequently, the required automated "Fee Per" cost schedules had to be adjusted to provide the Potential Costs. We will include eCourt licenses for the number of court named users requested by the JBE, and additional user licenses (10% of court named users) for unlimited use of eCourt interfaces or Public Portal by the public, including lawyers, and (20% of those users) for unlimited use by other governmental agencies, including those accessing the systems via interfaces, which means that 1.3 user licenses will need to be purchased for each named court user to account for these additional user licenses. The actual number of user licenses will be used to determine the annual fee, with 100 licenses being the minimum. The annual License, Maintenance and Support Fees and, if such JBE also requests Hosted Services, the annual Hosted Services Fees, for each JBE will be determined pursuant to the pricing schedule set forth below, with a minimum annual

License, Maintenance and Support Fee of $109,500 and a minimum annual Hosted Services Fee of $61,500.

Pricing Table for System User Licenses for Centralized System

User Groups*	Users	Annual License, Maintenance and Support Fees		Annual Hosted Services Fees excluding additional storage costs	
		Per License	For Group	Per License	For Group
1-100	100	$ 1,095	$109,500	$ 615	$ 61,500
101-200	100	1,245	124,500	370	37,000
201-500	300	1,020	306,000	305	91,500
501-1000	500	900	450,000	245	122,500

* Prorated after 100 users with a minimum annual fee of $109,500 for eCourt and $61,500 for hosting. The Annual License, Maintenance and Support Fees and Hosted Services Fees are governed by a five-year agreement with an annual CPI adjustment.

The above pricing chart shall in no event prevent or restrict Contractor and any group of the smaller JBE courts from negotiating a different mutually agreed pricing structure below the standard minimum annual rate for the group members, each of whom would be required to sign on to this Agreement via separate Participating Addenda.

Notes

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn…and that is the basic training! Then you will be able to configure eCourt when your business processes change. We have an unlimited budget for implementation training; we will train until you want no more.

There must be significant involvement from the court's personnel during the conversions and interfaces. We do not have specific requirements. Since your IT department will become familiar with eCourt's API, you will be able to assist with and maintain the interfaces as well as develop interfaces. We are using the following interfaces; there is no one-time development cost for these. Additional interfaces will be done pursuant to a Statement of Work as part of the Participating Addendum.

DMV	JBSIS
	FTBCOD
DOJ	

For the statewide justice partner interfaces such as Department of Motor Vehicles (DMV), Department of Justice (DOJ) NIEM Compliant Webservice interface, implement data exchanges with statewide justice partners using standards required by the Judicial Council and which comply with current revision of the California State Controller's Trial Court Revenue Distribution Guidelines, including Addendum(s) (refer to the Manual of Accounting dated

January 1, 2019 or any version published between the date of the MSA and Go Live. For monthly reporting to the Judicial Branch Statistical Information System (JBSIS), comply at the time of Go Live with the then most current JBSIS Implementation Manual including updates in the January 2019 JBSIS reporting standards and any updates or amendments required by the Judicial Council.

The JBE, with support from JTI is responsible for the mapping and transfer of its legacy data to a common database system provided by JBE court personnel. From the common database we will insert it into eCourt, thus completing a full data conversion. Your team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. Although we have provided estimated costs for conversions, those will be done pursuant to a Statement of Work as part of the Participating Addendum.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment, including scanners and peripherals, and system software you need in the planning process. We do not provide hardware and its maintenance and support and the infrastructure including related costs.

We have included in the pricing table above our annual Hosted Services fee structure and pricing for Amazon (AWS) GovCloud. If you elect to have the system hosted in the cloud, the total annual hosting fee will be determined pursuant to the pricing table set forth above based on the number of User licenses for such JBE, including 1 terabyte (TB) of database storage with each additional database TB priced at $4,000 annually. Document storage shall be charged in accordance with a JBE's usage, and pursuant to the table set forth below:

Storage Tier	Price per month
Frequent Access Tier	$0.093 per GB
Infrequent Access Tier	$0.055 per GB
Archive Access Tier	$0.0278 per GB

Document storage fees are generally invoiced monthly, unless the JBE's usage is below 2TB, in which case hosted document storage fees are billed annually. Document storage fees are subject to change upon 60 days' notice by JTI.

If a JBE elects to have JTI host the data conversion testing environment during the project implementation period prior to Go Live, or provide any other hosted services prior to Go Live, the JBE will pay a pro rata portion of the annual Hosted Services fee, invoiced monthly beginning at the commencement of such services.

There are no software escrow fees, if you use our Software Escrow Agreement. We will prepare our proposal on the assumption that the court is hereby exempt from federal excise taxes and is not subject to any California or other local sales or use taxes.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Other projects, including legislative, Judicial Council and fine and fee changes, will be done

pursuant to a Statement of Work at a mutually agreed price to be set forth therein (which price shall be an all-in amount to be determined based upon Contractor's then current hourly rate multiplied by the estimated number of hours required plus expenses). Contractor's current blended hourly rate is $200. However, because eCourt is configurable, the IT department and power users will be able to make most changes.

Since most of the professional services will be devoted to the configuration of eCourt, we have recorded those costs in the cost schedules. Our individual staff members will do multiple tasks – configuration of screens and workflows, notifications and documents, searches and reports, training administrators and staff trainers and project management especially for the smaller courts. Consequently, we have grouped in Local configuration all related activities including training which begins day one. When the individual Participating Addenda are negotiated, the costs will be finalized. (We currently have a blended hourly rate of $200.) The courts should provide SMEs for each case type or groups of case types, IT and accounting personnel and a full-time project manager especially for the larger courts.

California e-Filing Fees. eFiling is a set of services for filing documents into the court. eFiling transaction fees are paid directly by members of the public utilizing the eCourt System, as applicable.

A. All Case Types - eFilings Mandatory OR Optional:
•   JTI EFM: Maximum pricing for filing using California Electronic Court Filing Standard XML $3.50/filing (unlimited documents)
B. General eFiling Pricing Notes:
•   There are no additional charges for other case types such as complex litigation cases.
•   There are no transaction charges for fee waiver cases or GC6103 agencies (i.e. the state or any county, city, district, or other political subdivision, or any public officer or body, acting in the public officer's or body's official capacity on behalf of the state, or any county, city, district, or other political subdivision).
•   The JTI E-Filing fees are non-refundable. JTI will not refund any E-Filing Fees under any circumstances, even if the filer has requested a refund from the court.
•   If the EFSP or the Filer needs to get a refund for the filing fees, for whatever reason, the refund request will have to be sent to the court directly and JTI will not act as the agent to process refunds.
C. Transaction Based Examples:
•   Example: ECF XML filings accepted would be charged $3.50 per filing. Any filings using the JTI User Interface would be charged additional EFSP fees per filing.

ePay-it

If a JBE elects to add the optional ePay-it module which is not included in the eCourt software, the following terms and conditions would apply. Nothing in this section prohibits a JBE from using a third-party vendor for electronic payments instead of ePay-It or simultaneously with ePay-It. Further, for any JBE that opts in to ePay-It, such JBE may terminate ePay-It at any time with 60 days' prior written notice to JTI.

ePay-it is an internet browser-based payment website that enables payment of fees, fines, penalties, assessments and any other JBE-ordered debt. ePay-it may be accessed by the public via:
   • a web browser on a personal device
   • a JBE provided workstation or kiosk
JTI's terms and conditions for providing the ePay-it website and processing electronic payments made to the JBE, including but not limited to payments made using the ePay-it website, are as follows:

a. JTI adds a convenience fee and credit card fee to every full or partial payment greater than $0. These fees may be paid by the payer (the percentage is added to the amount paid) or by the JBE (the percentage is deducted from the amount remitted to the JBE) at the option of the JBE. In most cases, the convenience fee of $5.95 is applied to full payments and $2.95 for partial payments. A credit card fee of 2.75% is applied to all payments. JTI may change the fees with 180 days advanced notice to the JBE.

b. JTI remits funds to the JBE's bank account. To allow for settlement, JTI uses ACH to electronically transfer funds 4 business days from the date of the transaction. Therefore, the JBE receives funds on a daily basis -- but each day's transfer is for transactions that occurred 4 business days earlier. There is no charge for the ACH transfer service.

c. In the event of a disputed transaction, JTI will deduct the disputed amount and the disputed charges from the amount remitted to the JBE in a subsequent period.

d. JTI will make detailed payment transaction reports available to the JBE.

e. JTI will use reasonable commercial efforts to ensure that the ePay-it website is reliable and highly available. JTI specifically does not warrant that the ePay-it website will function uninterrupted or be error free.

f. JTI will customize the JBE's ePay-it website theme with the general "look and feel" of the JBE's main website. This includes JBE logo, color scheme, phone numbers, etc. This also includes any links back to the JBE's main website.

g. JTI will use reasonable commercial efforts to maintain the ePay-it website at WCAG level AA compliance.

h. JTI will place a link to their privacy and terms of use (TOU) statements on the ePay-it website. The JBE may provide an additional statement, but may not modify the JTI statements.

i. The JBE will provide staff to answer questions about the payment amounts, reasons for the charges and other questions having to do with the business of the JBE.

j. JTI will provide staff to answer questions about the technical operation of the ePay-it website. JTI does not answer questions about the business of the JBE and will direct people to the JBE.

k. If the JBE's system is not hosted by JTI, the JBE will make available technical staff, at the JBE's sole expense, to assist JTI in creating the linkage between the ePay-it website and the JBE's system.

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COST SUBMISSION MATRIX

Summary Tab
Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories	Cost for Superior Court of Amador County	Cost for Superior Court of Colusa County	Cost for Superior Court of Contra Costa County	Cost for Superior Court of Lassen County	Cost for Superior Court of Marin County	Cost for Superior Court of Mariposa County	Cost for Superior Court of Mono County	Cost for Superior Court of Shasta County	Explanation/Notes (if necessary) **
Estimated Users Per Court	33	19	375	25	110	25	20	250	
1. Software License Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2. Professional Services	$ 740,000.00	$ 740,000.00	$ 1,910,000.00	$ 740,000.00	$ 1,233,400.00	$ 740,000.00	$ 740,000.00	$ 1,048,000.00	See Contractor's Pricing Summary
3. Maintenance and Support	$ 439,000.00	$ 439,000.00	$ 2,116,500.00	$ 439,000.00	$ 651,000.00	$ 439,000.00	$ 439,000.00	$ 1,450,400.00	Marin County has multiple databases to convert.
4. Other Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5. Hosted Costs (if vendor offers SaaS hosting)	$ 246,000.00	$ 246,000.00	$ 749,500.00	$ 246,000.00	$ 310,800.00	$ 246,000.00	$ 246,000.00	$ 547,500.00	
	$ 1,425,000.00	$ 1,425,000.00	$ 4,776,000.00	$ 1,425,000.00	$ 2,195,200.00	$ 1,425,000.00	$ 1,425,000.00	$ 3,045,900.00	

Licensing Fees
Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per	Explanation/Notes (if necessary)
Production Environment		
		See Contractor's Pricing Summary
Non-Production Environment		
Third-Party Software bundled in (List Individually)		
Total	$ -	

Professional Services

Estimated Professional Services By

Superior Court of Amador County

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	$ 494,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 494,000	0	0		$ -	0	0		$ -
Phase III - Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 246,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -				$ -				$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 246,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 494,000	0	0		$ 246,000	0	0		$ -

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates) Phase	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By   **Superior Court of Colusa County**

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	494,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 494,000	0	0		$ -	0	0		$ -
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 246,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)			$ -	$ -				$ -			$ -	$ -			$ -	$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 246,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 494,000	0	0		$ 246,000	0	0		$ -

2. Assumed Court Hourly Participation (Please Input the estimated "Hours" only)

Activity (Court Staffing estimates) / Phase	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By

Superior Court of Contra Costa County

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	$ 1,602,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 1,602,000	0	0		$ -	0	0		$ -
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 308,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -				$ -				$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 308,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 1,602,000	0	0		$ 308,000	0	0		$ -

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III - Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By

Superior Court of Lassen County

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	4,094,000			$ -	$ -			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ 494,000	0	0		$ -	0	0		$ -	0	0		$ -
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 246,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -				$ -				$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 246,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 494,000	0	0		$ 246,000	0	0		$ -

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By   **Superior Court of Marin County**

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	$ 616,700			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 616,700	0	0		$ -	0	0		$ -
Phase III - Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 616,700			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 616,700	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 616,700	0	0		$ 616,700	0	0		$ -

2. Assumed Court Hourly Participation (Please Input the estimated "Hours" only)

Activity (Court Staffing estimates)

Phase	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III - Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By **Superior Court of Mariposa County**

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	494,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 494,000	0	0		$ -	0	0		$ -
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 246,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -				$ -				$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 246,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 494,000	0	0		$ 246,000	0	0		$ -

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By **Superior Court of Mono County**

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	494,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 494,000	0	0		$ -	0	0		$ -
Phase III - Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 246,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)			$	$			$	$			$	$			$	$
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 246,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 494,000	0	0		$ 246,000	0	0		$ -

2. Assumed Court Hourly Participation (Please Input the estimated "Hours" only)

Activity (Court Staffing estimates) Phase	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III - Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services
Estimated Professional Services By

Superior Court of Shasta County

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	0	0		$ -	0	0		$ -	0	0		$ -	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	$ 740,000			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	0	0		$ -	0	0		$ 740,000	0	0		$ -	0	0		$ -
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ 308,000			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -								$ -				$ -
Phase III Total	0	0		$ -	0	0		$ -	0	0		$ 308,000	0	0		$ -
Grand Total	0	0		$ -	0	0		$ 740,000	0	0		$ 308,000	0	0		$ -

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2. Assumed Court Hourly Participation (Please Input the estimated "Hours" only)

Activity (Court Staffing estimates)	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

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Annual Maintenance and Support
Detailed Costs for Maintenance and Support Services for each of the eight courts

Maintenance and support details	Cost		Explanation/Notes (if necessary)**
Superior Court of Amador County			
Year 1	$	-	
Year 2	$	109,500.00	
Year 3	$	109,500.00	
Year 4	$	109,500.00	
Year 5	$	109,500.00	
Subtotal	$	438,000.00	
Discoun			
Total License Fee	$	438,000.00	
Superior Court of Colusa County			
Year 1	$	-	
Year 2	$	109,500.00	
Year 3	$	109,500.00	
Year 4	$	109,500.00	
Year 5	$	109,500.00	
Subtotal	$	438,000.00	
Discoun			
Total License Fee	$	438,000.00	
Superior Court of Contra Costa County			
Year 1	$	-	
Year 2	$	527,750	
Year 3	$	527,750	
Year 4	$	527,7500	
Year 5	$	527,750	
Subtotal	$	2,111,000.00	
Discount			
Total License Fees	$	2,111,000.00	

Superior Court of Lassen County

Year 1	$	-
Year 2	$	109,500.00
Year 3	$	109,500.00
Year 4	$	109,500.00
Year 5	$	109,500.00
Subtotal	$	**438,000.00**
Discoun		
Total License Fee	$	**438,000.00**

Superior Court of Marin County

Year 1	$	-
Year 2	$	162,000.00
Year 3	$	162,000.00
Year 4	$	162,000.00
Year 5	$	162,000.00
Subtotal	$	**648,000.00**
Discoun		
Total License Fee	$	**648,000.00**

Superior Court of Mariposa County

Year 1	$	-
Year 2	$	109,500.00
Year 3	$	109,500.00
Year 4	$	109,500.00
Year 5	$	109,500.00
Subtotal	$	**438,000.00**
Discoun		
Total License Fee	$	**438,000.00**

Superior Court of Mono County

Year 1	$	-
Year 2	$	109,500.00
Year 3	$	109,500.00
Year 4	$	109,500.00
Year 5	$	109,500.00
Subtotal	$	438,000.00
Discount		
Total License Fees	$	438,000.00

Superior Court of Shasta County

Year 1	$	-
Year 2	$	362,000.00
Year 3	$	362,000.00
Year 4	$	362,000.00
Year 5	$	362,000.00
Subtotal	$	1,448,000.00
Discount		
Total License Fees	$	1,448,000.00

Other or Additional Costs (based on an individual court deployment
Other or additional Costs

Description	Superior Court of Amador County			Superior Court of Colusa County			Superior Court of Contra Costa County			Superior Court of Lassen County			Superior Court of Marin County			Superior Court of Mariposa County			Superior Court of Mono County			Superior Court of Shasta County		
	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total
Document Scanning Services			$0			$0			$0			$0			$0			$0			$0			$0
DMS Integration			$0			$0			$0			$0			$0			$0			$0			$0
Integration Services (Integration using web Services API)			$0			$0			$0			$0			$0			$0			$0			$0
Additional Data Exchanges/Interfaces			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
			$0			$0			$0			$0			$0			$0			$0			$0
Total			$0			$0			$0			$0			$0			$0			$0			$0

Licensing and Hardware Fees for Contractor/Contractor Hosted Solution
Detailed Licensing Fees By Software Module or

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)**
Production Environment		
Testing and Development Environment		Include licensing cost, if any, for the staging and development non-production environments.
Subtotal	$ -	
Third-Party Software (List Individually)		
		See Contractor's Pricing Summary
Subtotal	$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
Subtotal	$ -	
Subtotal	$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	$ -	

Annual Software Maintenance Fees		
Production & Non-Production Environments		
AWS	$ -	
Total	$ -	
Third-Party Software (Annual Maintenance)		
Total	$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	$ -	
Subtotal	$ -	
Less Discount		
Total Annual Software Maintenance	$ -	

COST SUBMISSION MATRIX

Summary Tab

Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories (Complete the Worksheet for each category)	Cost SMALL	Cost MEDIUM	Cost LARGE	Cost ENTERPRISE	Explanation/Notes
1. Software License Fees	$ -	$ -	$ -		
2. Professional Services (Small Court)	$ 1,048,000.00				125 court users
3. Professional Services (Medium Court)		$ 1,970,000.00			325 court users
4. Professional Services (Large Court)			$ 4,930,000.00		750 court users
5. Maintenance and Support	$ 754,000.00	$ 1,850,000.00	$ 3,877,000.00	$ -	
6. Other Costs	$ -	$ -	$ -	$ -	
7. Hosted Costs (if applicable)	$ 340,000.00	$ 670,000.00	$ 1,233,000.00		
	$ 2,241,000.00	$ 4,490,000.00	$10,040,000.00	$ -	

Licensing Fees
Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Superior Court		See Contractor's Pricing Summary
Non-Production Environment		
Superior Court		
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
Superior Court		
Total	$ -	

Software Application	Fee Per User/Employee*	Explanation/Notes (if necessary) ** Note Taxable Items when Applicable
Enterprise Superior Court Pricing		
** Price Breaks at Branchwide Large-volume purchases.		
Subtotal	$ -	
Third-Party Software bundled in (List Individually)		
Subtotal	$ -	
Total	$ -	

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Professional Services   **SMALL COURT**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services)	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ -	$-			$	$ -			$	$ -			$ -	$
Infrastructure design / HW & SW Inventory list and build instructions			$ -	$			$	$ -			$	$ -			$ -	$
Project Plan build			$ -	$			$	$ -			$	$ -			$ -	$
Phase I Total	0	0		$	0	0		$ -	0	0		$ -	0	0		$
Phase II - Configuration and business case testing																
Local configuration			$ -	$			$	$ 740,000			$	$ -			$ -	$
Unit Testing			$ -	$			$	$ -			$	$ -			$ -	$
Integration testing			$ -	$			$	$ -			$	$ -			$ -	$
Phase II Total	0	0		$	0	0		$ 740,000	0	0		$ -	0	0		$
Phase III -Deployment																
Data Migration			$	$			$	$ -			$	$ 308,000			$ -	$
End to End Testing			$	$			$	$ -			$	$ -			$ -	$
Training (User and Admin)			$	$			$	$ -			$	$ -			$ -	$
User Acceptance Testing			$	$-			$	$ -			$	$ -			$ -	$
Go-Live support			$	$			$	$ -			$	$ -			$ -	$
Post go-live support			$	$			$	$ -			$	$ -			$ -	$
Other			$	$			$	$ -			$	$ -			$ -	$
(add additional cells if needed)				$				$ -				$ -				$
Phase III Total	0	0		$	0	0		$ -	0	0		$ 308,000	0	0		$
Grand Total	0	0		$	0	0		$ 740,000	0	0		$ 308,000	0	0		$

2. Assumed Court Hourly Participation)

Activity (Court Staffing estimates)	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and build instructions								
Project plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III–Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

Professional Services   **MEDIUM COURT**
Estimated Professional Services By
Implementation Phase and Activity
1. Estimated Contractor Hours and Cost

Activity (Prof Services) / Phase	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services			
	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$	$			$	$ -			$	$ -			$	$
Infrastructure design / HW & SW Inventory list and build instructions			$	$			$	$ -			$	$ -			$	$
Project Plan build			$	$			$	$ -			$	$ -			$	$
Phase I Total	**0**	**0**		**$**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$**
Phase II - Configuration and business case testing																
Local configuration			$	$			$	$ 1,540,000			$	$ -			$	$
Unit Testing			$	$			$	$ -			$	$ -			$	$
Integration testing			$	$			$	$ -			$	$ -			$	$
Phase II Total	**0**	**0**		**$**	**0**	**0**		**$ 1,540,000**	**0**	**0**		**$ -**	**0**	**0**		**$**
Phase III - Deployment																
Data Migration			$	$			$	$ -			$	$ 430,000			$	$
End to End Testing			$	$			$	$ -			$	$ -			$	$
Training (User and Admin)			$	$			$	$ -			$	$ -			$	$
User Acceptance Testing			$	$			$	$ -			$	$ -			$	$
Go-Live support			$	$			$	$ -			$	$ -			$	$
Post go-live support			$	$			$	$ -			$	$ -			$	$
Other			$	$			$	$ -			$	$ -			$	$
(add additional cells if needed)																
Phase III Total	**0**	**0**		**$**	**0**	**0**		**$ -**	**0**	**0**		**$ 430,000**	**0**	**0**		**$**
Grand Total	**0**	**0**		**$**	**0**	**0**		**$ 1,540,000**	**0**	**0**		**$ 430,000**	**0**	**0**		**$**

2. Assumed Court Hourly Participation

A	Court Project Management		Court Business SMEs		Court Technical Resources		All Other Implementation Services	
Phase	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours	Resource Count	Hours
Phase I - Initiation and Infrastructure Setup								
Business Assessment and plan build								
Infrastructure design / HW & SW Inventory list and build instructions								
Project Plan build/accept								
Phase I Total	0	0	0	0	0	0	0	0
Phase II - Configuration and business case testing								
Common configuration								
Local configuration								
Unit Testing								
Integration testing								
Phase II Total	0	0	0	0	0	0	0	0
Phase III -Deployment								
Data Migration								
End to End Testing								
Training (User and Admin)								
User Acceptance Testing								
Go-Live support								
Post go-live support								
Other								
(add additional cells if needed)								
Phase III Total	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0

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Professional Services
Estimated Professional Services By
Implementation Phase and Activity
1. Estimated Contractor Hours and Cost

LARGE COURT

Activity (Prof Services) / Phase	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services			
	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost	Resource Count	Hours	Rate	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$	$			$	$			$ -	$			$	$
Infrastructure design / HW & SW Inventory list and build instructions			$	$			$	$			$	$			$	$
Project Plan build			$	$			$	$			$	$			$	$
Phase I Total	**0**	**0**		**$**	**0**	**0**		**$**	**0**	**0**		**$**	**0**	**0**		**$**
Phase II - Configuration and business case testing																
Local configuration			$	$			$	$ 4,315,000			$	$			$	$
Unit Testing			$	$			$	$			$	$			$	$
Integration testing			$	$			$	$			$	$			$	$
Phase II Total	**0**	**0**		**$**	**0**	**0**		**$ 4,315,000**	**0**	**0**		**$**	**0**	**0**		**$**
Phase III -Deployment																
Data Migration			$	$			$	$			$	$ 615,000			$	$
End to End Testing			$	$			$	$			$	$			$	$
Training (User and Admin)			$	$			$	$			$	$			$	$
User Acceptance Testing			$	$			$	$			$	$			$	$
Go-Live support			$	$			$	$			$	$ -			$	$
Post go-live support			$	$			$	$			$	$			$	$
Other			$	$			$	$			$	$			$	$
Phase III Total	**0**	**0**		**$**	**0**	**0**		**$**	**0**	**0**		**$ 615,000**	**0**	**0**		**$**
Grand Total	**0**	**0**		**$**	**0**	**0**		**$ 4,315,000**	**0**	**0**		**$ 615,000**	**0**	**0**		**$**

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2. Assumed Court Hourly Participation

Activity (Court Staffing estimates)	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project Plan build/accept																
Phase I Total	0	0			0	0			0	0			0	0		
Phase II - Configuration and business case testing																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
Phase II Total	0	0			0	0			0	0			0	0		
Phase III - Deployment																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
(add additional cells if needed)																
Phase III Total	0	0			0	0			0	0			0	0		
Grand Total	0	0			0	0			0	0			0	0		

Annual Maintenance and Support

Maintenance and support details	Cost	Explanation/Notes (if necessary) **
Small Court		
Year 1		
Year 2	$ 188,500.00	
Year 3	$ 188,500.00	
Year 4	$ 188,500.00	
Year 5	$ 188,500.00	
Subtotal	$ 754,000.00	
Discount		
Total License Fee	$ 754,000.00	
Medium Court		
Year 1		
Year 2	$ 462,500.00	
Year 3	$ 462,500.00	
Year 4	$ 462,500.00	
Year 5	$ 462,500.00	
Subtotal	$ 1,850,000.00	
Discount		
Total License Fee	$ 1,850,000.00	
Large Court		
Year 1		
Year 2	$ 969,400.00	
Year 3	$ 969,400.00	
Year 4	$ 969,400.00	
Year 5	$ 969,400.00	
Subtotal	$ 3,877,600.00	
Discount		
Total License Fees	$ 3,877,600.00	
Enterprise Licensing		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Subtotal	$ -	
Discount		
Total License Fee	$ -	

Other or Additional Costs (based on an individual court deployment)

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost
Document Scanning Services			$0			$0			$0			$0
DMS Integration			$0			$0			$0			$0
Integration Services (integration using web Services API)			$0			$0			$0			$0
Additional Data Exchanges/Interfaces			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
Total			$0			$0			$0			$0

Licensing and Hardware Fees for Contractor/Contractor Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)
Production Environment		
Superior Court		
Testing and Development Environment		
Superior Court		
Subtotal	$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		See Contractor's Pricing Summary
Subtotal	$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
Subtotal	$ -	
Subtotal	$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	$ -	

Annual Software Maintenance Fees		
Production & Non-Production Environments		
Superior Court		
Total	$ -	
Third-Party Software (Annual Maintenance) (Defined as ancillary software that works in conjunction with primary software)		
Total	$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	$ -	
Subtotal	$ -	
Less Discount		
Total Annual Software Maintenance	$ -	

2. **Fee or Price Adjustments During Term.**

   a. **Initial Term**. Contractor may not increase any of Contractor's prices, fees, and rates set forth in this Exhibit 8 during the Initial Term, except that, as set forth above in this Exhibit 8, (i) additional fees will be payable for additional users added be a JBE, which additional fees shall be calculated in accordance with the pricing chart set forth above, and (ii) following a JBE's execution of a Participating Addendum, such JBE's annual License, Maintenance and Support Fees and Hosted Services Fees are subject to an annual CPI adjustment (calculated in accordance with the CPI geographic index referenced in paragraph 2.b. below) after the first year of such JBE's Go-Live. This provision does not restrict a JBE from negotiating lower fees in such JBE's Participating Addendum.

   b. **Option Terms**. Upon the commencement of each Option Term, Contractor may elect to increase the annual license, maintenance, support, professional service rates and Hosted Services fees; provided, however, that such percentage increase may not exceed an amount such that the cumulative percentage increase (counting such percentage increase and all prior percentage increases) exceeds the cumulative percentage increase in the Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, West Region, All Items as published by the United States Bureau of Labor Statistics, and currently available at this URL: https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm, from the Effective Date to the date of such annual percentage increase.

3. **Payment Terms.**

   A. Invoice Procedures. After the JBE has accepted Services and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

   Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

   Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for Services (including Maintenance and Support Services) or Work prior to live, productive use of the Licensed Software ("Go-live"). Annual license, maintenance and support fees and annual hosting and storage fees (if hosted services are requested) for the first year of the license term will be paid by each JBE immediately prior to Go Live for such JBE after such JBE has made the determination to proceed with Go Live. Fees for any remaining professional services that were not paid pursuant to interim milestone payments are due within thirty (30) days following Go Live.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) only to the extent such invoiced fees are not for Service or Work performed on a fixed fee basis, such as additional Work ordered pursuant to an additional Statement of Work, all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work delivered, including, to the extent applicable to the invoiced fees, the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information to the extent such information is applicable to the invoiced fees:

> a) purchase order or agreement number;
> b) service request date, if applicable;
> c) detailed description of service(s), including the following information:
>> i. location where service(s) were performed;
>> ii. description of service(s) performed;
> d) hours billed;
> e) hourly billing rate;
> f) approved reimbursable expenses;
> g) list of materials used, with pricing;
> h) date of service completion;
> i) name and address of contractor;
> j) Contractor's federal taxpayer identification number.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that 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.

END OF EXHIBIT 8 – Revision 1

EXHIBIT 10 – Revision 1

MAINTENANCE AND SUPPORT

I. ERRORS AND CORRECTION

1.   Classification of Errors. "Error" shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

> ***Service Level 1:*** An Error causing (i) "crashes" of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. "Circumvention" means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as "Urgent").

> ***Service Level 2:*** An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as "Critical").

> ***Service Level 3:*** An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "Serious").

> ***Service Level 4:*** An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as "Minor").

2.   Error Correction. Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

Work Type	Category	Response Goal (via Telephone)	Response Goal (email, internet)	Resolution Goal
Incident	1-Critical	Immediate	4 business hours	ASAP, but no more than 1 business day upon verification of steps to reproduce issue
Incident	2-High	Immediate	4 business hours	ASAP, but no more than 10 business days upon verification of steps to reproduce issue
Incident	3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
Incident	4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

a)   An Error is considered resolved when Contractor has successfully implemented a permanent fix or alternative procedure which has corrected the Error in all material respects or eliminated the adverse effect of the Error in all material respects.

3.   Escalation Procedure.

Troubleshooting to obtain reproducible steps of a critical application error begins immediately. Troubleshooting for all other application errors are typically based upon priority categories (see "Incident" definition section above). Contractor will work closely with the JBE Licensed Software administrator while resolving each support request. When necessary, cases are escalated to the Contractor's seasoned Escalated Team and then to the Development team as indicated in the subsequent Support Case Flow diagram. Nearly all issues can be resolved

remotely, rarely requiring a need for onsite support. Onsite support is available when necessary.

Contractor utilizes numerous remote diagnostic tools to assist in solving support cases. These tools provide the advantage of remotely gathering system information, reconnecting after reboot, secure file transfers, and requesting escalated permissions when needed. Contractor's applications log errors used for troubleshooting and debugging. Data logging tables capture changes made to the database and may also be used for troubleshooting. Java Virtual Console monitors memory and thread usage, SQL Profiler traces, Tomcat access logging, Microsoft Windows Perfmon and others are common diagnostic tools used for troubleshooting.

Throughout this process Contractor's Support Manager and Consultant updates you on the progress. Also, automated notifications are sent with each status update. Upon solution verification from your approved Administrator, the support case is time and date stamped as closed, and an automated notification is sent to the JBE's Licensed Software administrators with the solution. (A link is included in all notifications to allow feedback to the Support Manager)
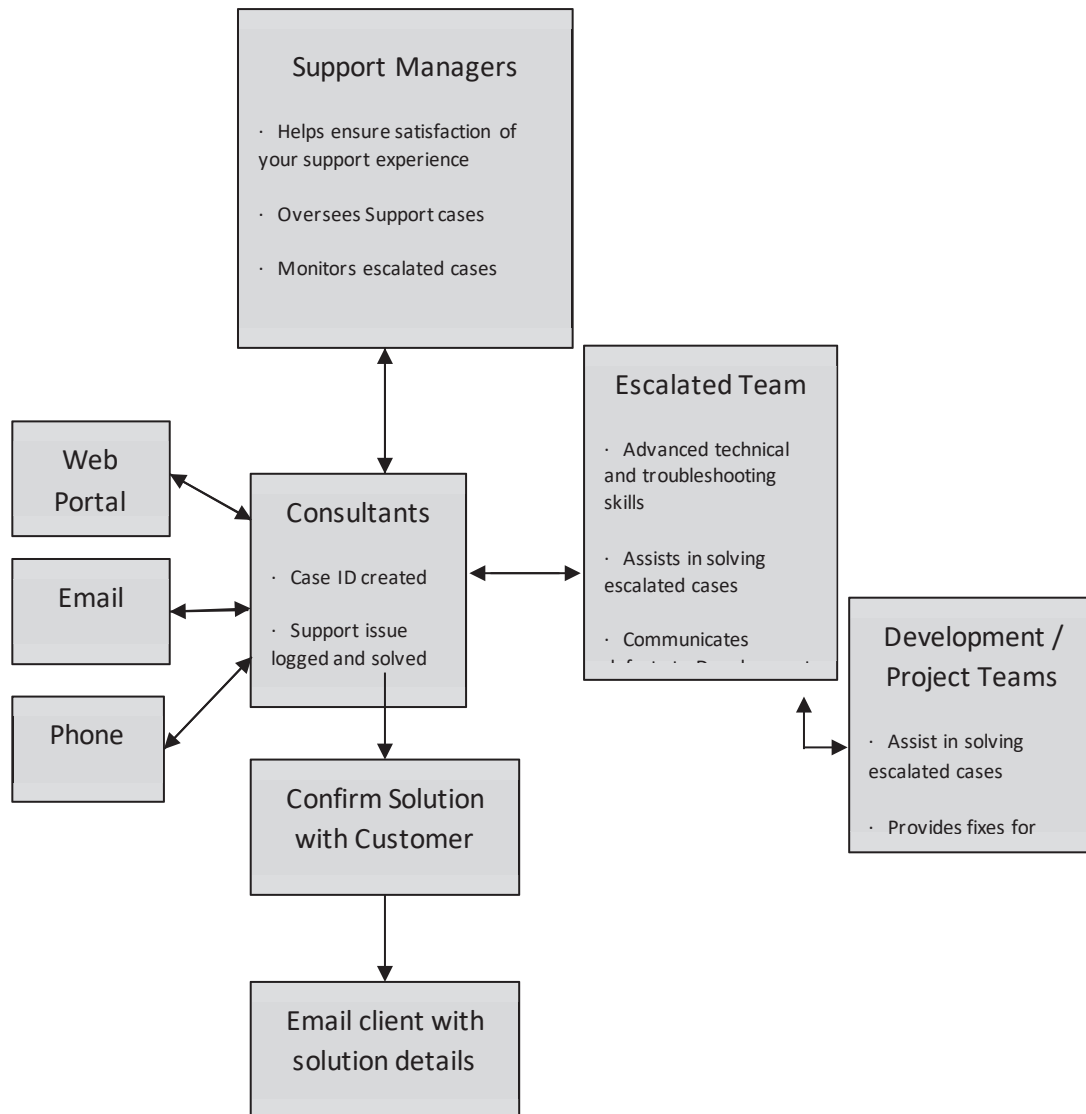
II.   SERVICE LEVELS

Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum (collectively, the "Hosted Services") shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime). In an event of a system failure or catastrophic disaster, the hosted services shall minimize JBE data loss. In the event that the Hosted Services fail to meet an availability of 99.9% in any calendar month (excluding agreed-upon maintenance downtime and downtime resulting from any cause beyond Contractor's reasonable control including, without limitation,

acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war) commencing with the first calendar month that commences at least ninety (90) days following Go Live, the JBE will be entitled to a service credit equal to two and one-half percent (2.5%) of the annual Hosted Services fee divided by twelve (12) for each 30 minutes of unavailability below 99.9% in that month. All service credits accrued during a year will be aggregated to produce a total credit to be applied against the next annual Hosted Services invoice, subject to a maximum credit of ten percent (10%) of the annual Hosted Services fee. To invoke the preceding remedy, the JBE will make available a report to the Contractor by the tenth day after the calendar month in which the JBE claims the Hosted Services levels failed to meet those warranted herein, detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably required by the Contractor.

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participating Addendum for material breach.

The hosted solution will comply with applicable Judicial Council security policies (ref. National Institute of Standards and Technology (NIST) Special Publication 800-53)

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Agreement.

END OF EXHIBIT 10 – Revision 1