MASTER AGREEMENT USER INSTRUCTIONS

JUSTICE SYSTEMS, INC. - MASTER AGREEMENT MA-2017-16 FOR FULL COURT ENTERPRISE CASE MANAGEMENT SYSTEM SOFTWARE LICENSE, PROFESSIONAL SERVICES AND MAINTENANCE AND SUPPORT

These User Instructions are provided to the courts in connection with the Full Court Enterprise Case Management System Software License, Professional Services and Maintenance and Support Master Agreement with Justice Systems, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide case management software and related services to the judicial branch. Any California Superior Court (Judicial Branch Entity or JBE) that wishes to purchase the case management products and services at the prices set forth in the Master Agreement may enter into an agreement with the vendor by executing a Participating Addendum. Please carefully review these User Instructions.

Judicial Council staff contact information: **Master Agreement Administrator** Jeff Utberg jeff.utberg@jud.ca.gov 916.263.1779
Name of the Contractor and contact information: **JUSTICE SYSTEMS, INC.** Sonya Russell Client Success Manager sonya.russell@avenuinsights.com (765) 244-4957 5860 Trinity Parkway, Suite 120 Centreville, VA 20120
Master Agreement products and services: Full Court Enterprise Case Management System Software License, Professional Services and Maintenance and Support.
Judicial Branch Entities eligible to procure under the Master Agreement: The California Superior Courts and Judicial Council of California
Master Agreement number: MA-2017-16
Master Agreement term: • Effective date: May 1, 2019 • Initial term: 5 years

- Initial term expiration date: April 30, 2024
- Options to extend: one 3-year option and an additional 2-year option
- Final expiration date: April 30, 2029

1. Participating Addendum

The Master Agreement does not obligate a JBE to contract for products and services under the Master Agreement and does not guarantee Contractor any specific number of contracts.

Each JBE shall have the right to contract under the Master Agreement for any of the products and services. A JBE may contract to procure products and services by entering into a Participating Addendum with Contractor. Pricing for products and services shall be in accordance with the prices and fees set forth in the Master Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign and perform under the Participating Addendum in a timely manner. Contractor shall provide the products and services for each JBE in accordance with the terms of the Master Agreement and the applicable Participating Addendum.

A. The provision for a Participating Addendum is set forth in Exhibit 2 of the Master Agreement with the form of Participating Addendum found in Exhibit 13 of the Master Agreement. Each Participating Addendum is a separate, independent contract between the Contractor and the JBE entering into the Participating Addendum, subject to the following:

   1) Each Participating Addendum is governed by the Master Agreement and the terms of the Master Agreement are incorporated into each Participating Addendum;

   2) A Participating Addendum may not alter or conflict with the terms of the Master Agreement or exceed the scope of the services provided for in the Master Agreement; and

   3) The term of a Participating Addendum may not extend beyond the expiration date of the Master Agreement.

B. The Participating Addendum must attach and incorporate a Statement of Work and any other necessary ordering documents. The JBE is encouraged to use the model Statement of Work set forth in Exhibit 6 of the Master Agreement.

C. The JBE is solely responsible for the acceptance of and payment for the products and services under the Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Judicial Council (Establishing JBE) shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including the Participating Addendum), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations or warranties to any Participating Entity.

D. Pricing for the products and services shall be in accordance with the prices set forth in Exhibit 8 of the Master Agreement.

E. JBEs engage Contractor to perform services under the terms and conditions set forth in the Master Agreement.

2. Contracting Process

A. The JBE may contract to procure Contractor's products and services by attaching and incorporating a Statement of Work to a Participating Addendum and any other necessary ordering documents. The JBE should use the model Statement of Work set forth in Exhibit 6 of the Master Agreement as the starting point for negotiations with the Contractor.

B. The finalized Statement of Work will reference the Master Agreement and will list and describe all of the requested services and respective pricing.

C. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Statement of Work, Participating Addendum, invoice or like document unless modification are permitted by the specific provisions of the Master Agreement.

3. Compensation Provisions

A. The Master Agreement, Exhibit 8 contains the fees, pricing and payment terms. Unless otherwise stated, the costs in Exhibit 8 are not inclusive of travel expenses. The JBEs are encouraged to negotiate lower prices than the prices set forth in Exhibit 8. However, the Contractor may not charge higher prices than the prices set forth in Exhibit 8.

4. Miscellaneous Information

A. Per Trial Court Financial Policies and Procedures Manual FIN 5.01, section 6.6, JBEs will need to create a purchase order to encumber funding for the purposes of paying invoice(s) related to the purchased products and services.

B. A copy of the Master Agreement can be found at http://www.courts.ca.gov/procurementservices.htm.

C. Contact Jeff Utberg at the above noted contact information if you have issues or concerns that cannot be immediately or easily resolved.

D. JBEs may contact JCC Legal Services if they need any legal assistance with the contract provisions or in the execution of a Participating Addendum with Contractor.

E. The JBEs will be notified when the options to extend are elected and/or when the Master Agreement is modified or amended. All amendments will be posted at http://www.courts.ca.gov/procurementservices.htm with the Master Agreement.