



MASTER AGREEMENT

AGREEMENT NUMBER MA-202008
TAXPAYER IDENTIFICATION NUMBER 33-0615733

- In this Master Agreement (“Agreement”), the term “Contractor” refers to **ViaTRON Systems, Inc.** and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.
- The initial term of this Agreement is effective as of **October 1, 2020** (“Effective Date”) and expires on **October 1, 2025** (“Expiration Date”).
This Agreement includes three (3) 1-year options to extend through **October 1, 2028**.
- The title of this Agreement is: **Master Agreement: Digitizing Judicial Branch Records**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

- The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Statement of Work Exhibit 5 – Acceptance and Sign-Off Form	Exhibit 6 – Fees, Pricing and Payment Terms Exhibit 7 – Participating Addendum Exhibit 8 – Unruh and FEHA Certification
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	ViaTRON Systems, Inc.
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) <i>Geoff Erwin</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews Contracts Supervisor	PRINTED NAME AND TITLE OF PERSON SIGNING Geoff Erwin President
DATE EXECUTED 9/23/2020	DATE EXECUTED 9/22/2020
ADDRESS 2850 Gateway Oaks Dr., Suite 300 Sacramento, CA 95833-4348	ADDRESS 18233 S. Hoover St. Gardena, CA, 90248

EXHIBIT 1

DEFINITIONS

1. Agreement: the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, or in the case of a Participating Addendum, signed by the Participating Entity and Contractor, for performance of the Work.

2. Amendment: written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.

3. Appropriation Year: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.

4. Confidential Information: (i) any "adjudicative record" or "judicial administrative record," as defined by the California Rules of Court, rule 10500, in the possession of a JBE, (ii) any financial, statistical, personal, technical, or other Data or information that is designated confidential by a party to this Agreement or any Participating Addendum, (iii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iv) any information relating to the methods, processes, financial Data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (v) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

5. Contractor: individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

6. Data: information, including, but not limited to, articles, papers, charts, court case information, documents, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

- 7. Deliverable(s):** services or other items, e.g., digital files, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.
- 8. Documentation:** (i) all documentation published by Contractor and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training Materials and other documentation related to the Deliverables.
- 9. Material(s):** software, designs, technology, tools, information, and all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and hardware.
- 10. Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement, and this Notice shall be effective on the date of receipt.
- 11. Participating Entities:** The following entities are eligible to be Participating Entities: all of the California Superior Courts, all of the California Courts of Appeal, the California Supreme Court, the Judicial Council of California, and the Habeas Corpus Resource Center. Any of the aforementioned Judicial Branch Entities, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.
- 12. PCC:** California Public Contract Code.
- 13. Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.
- 14. Project Manager:** JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.
- 15. Stop Work Order:** written Notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days to Contractor, or for a longer period by mutual agreement of the parties.
- 16. Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.
- 17. Task:** one or more functions, services, Deliverables, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

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

19. Third Party Materials: any Materials that are licensed to or obtained by Contractor from a Third Party.

20. Work: any or all labor, service, Deliverables, equipment, supplies, Materials, Tasks, Third Party Materials, submissions, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating Addendum.

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.
- 1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Exhibit 7 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this 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 Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any Amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.
- 1.4 Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

- 1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Statement of Work; Acceptance; Prior Work.

A. 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 4), 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, at a minimum, include:

- a) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- b) any projected milestone schedule for the completion of the services, Deliverables, and Work;
- c) any acceptance criteria in addition to the acceptance criteria herein;
- d) the personnel to be assigned, along with their job classification, if applicable;
- e) 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;
- f) the scope and detail of services to be performed; and
- g) to the extent not provided in Exhibit 6 (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, accuracy and conformance to industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 5 (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 ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-

acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the JBE, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request.

2. Changes in Work; Stop Work.

A. Changes in Work.

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

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 proposed 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 as determined by the JBE.

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 further extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 22 (Termination; Term of Agreement).

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 may 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 may 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.

C. Support Services. Contractor shall provide to the JBE 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.

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

4. 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.

5. Assignment. Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the Establishing JBE, and if the assignment relates to a Participating Addendum, without prior written consent of the Establishing JBE and the Participating Entity that executed the Participating Addendum. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

6. Choice of Law; Jurisdiction and Venue.

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

B. Jurisdiction and Venue. Contractor irrevocably consents 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.

7. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification to all JBEs for the following paragraphs in this Section 7.

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.*

C. Nondiscrimination. 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.

D. No. Harassment. 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.

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

F. 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.

G. 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.

H. 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.”

I. 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.

J. 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.

K. 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.

L. 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.)

M. 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.

N. 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.

O. 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.

P. 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.
- (d) The parties may amend the Agreement to reflect any reduction in funds.

Q. 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).

R. 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.

8. 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 the 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 addition to any other rights and remedies provided by law or under this Agreement.

9. 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 6 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. 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.

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

10. 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.

A.3. If any governmental entity concludes 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. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

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. 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 prior 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.

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.

11. 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 any 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.

12. Indemnification.

A. Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with: (i) an act or omission of Contractor, its agents, employees, independent contractors, or Subcontractors in the performance of this Agreement or any Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement or misappropriation of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any 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.

13. Insurance Requirements.

- 13.1** 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 owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all 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.
- 13.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 13.3 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.
- 13.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.

- 13.5 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.
- 13.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written Notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.

14. 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. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to Data, 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.

D. Breach of Confidentiality. Contractor acknowledges 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 14 (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.

E. 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, deliverables, or Work 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 is responsible for the security and confidentiality of JBE Data that Contractor receives or has access to, including, without limitation, at its own offices or

facilities, at a JBE facility, and during transport. JBE owns and retains all right 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 set forth in applicable laws, this Agreement, or in the JBE's policies or procedures. 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.

No services shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited without prior written approval 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 shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding maintenance downtime that is agreed upon in writing by the Contractor and JBE in advance). 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.

F. 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 two (2) hours after Contractor's discovery (or reasonable belief) of the Data Breach. 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 investigate the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved Third Party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

G. 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 data security. Upon a JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.

H. 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 requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to requests directed at the JBE unless authorized in writing to do so by the JBE.

15. Ownership of Deliverables. Except as provided in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related Work. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these Deliverables. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

16. 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.

17. 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.

18. 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, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in Materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2. 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 are 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.3. 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 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.4. 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.5. 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 18, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty. If the breach relates to Section 18.B.3 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. 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 services and Deliverables, then the JBE may terminate this Agreement in accordance with Section 22.A (Termination for Cause), in which event the JBE shall have all remedies available at law or equity.

B.6. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

19. 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.

20. Background Checks.

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

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

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

21. 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: Assignment, Audit Rights and Retention of Records, Confidentiality; Non-disclosure and Data Security, Indemnification, , Warranties, and Transition Services. 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.. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

22. 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 (or in the opinion of the JBE, is not capable of being cured within this cure period); (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. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

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, 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.

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 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. Upon any expiration or termination, the JBE will have the right to take possession of any Materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to the JBE all of Contractor's right, title, and interest in and to such Work and related Materials and work product, and any and all intellectual property rights.

D.2. Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

D.3. Transition Services. In the event of any termination of this Agreement or a Participating Addendum, Contractor shall provide any transition services and Deliverables necessary to ensure the smooth transition of the Work performed by Contractor or Contractor's Subcontractor to the JBE or its designee.

E. 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 22, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement three additional one-year option periods (the "Option Term(s)"). In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Option Term as applicable. 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 22; 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. DVBE Participation Certification. *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE Subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE Subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE Subcontractor and the amount each DVBE Subcontractor received under the

Agreement; (2) the name and address of each DVBE Subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE Subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE Subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

30. 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.

31. 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.

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

33. 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."

34. 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.

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

If to Contractor:	If to the Establishing JBE:
Alejandra Lopez Project Manager ViaTRON Systems, Inc. 18233 S. Hoover St. Gardena, CA, 90248	Kathy Fink Project Manager/IT Dept. Judicial Council of California 455 Golden Gate Avenue, San Francisco, CA 94102-3688
With a copy to: Geoff Erwin President 18233 S. Hoover St. Gardena, CA, 90248	Contracts Supervisor BAP Division 2850 Gateway Oaks Dr., Suite 300 Sacramento, CA 95833-4348

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.

36. Tax Delinquency. Contractor must provide Notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately “for cause” pursuant to Section 22.A below if (i) Contractor fails to provide the Notice required above, or (ii) Contractor is included on either list mentioned above.

END OF EXHIBIT 3

**EXHIBIT 4
 STATEMENT OF WORK
 (MODEL)**

Exhibit 4, Statement of Work, will serve as the model Statement of Work for each Participating Addendum.

1. Tasks.

The following table sets forth the Tasks corresponding to the Work that Contractor will perform under the Agreement as required by and for the Participating Entity. The table also includes Contractor's comments regarding each Task. Contractor submitted versions of these comments as part of its proposal for the underlying solicitation, "Digitizing Judicial Branch Records, (TCAS-2020-03-MS)," to this Agreement. To the extent any comment enhances or limits a Task, such enhancement or limitation will be binding on the parties. In the event Contractor's comments directly conflict with the terms of Exhibits 1-3, 5, and 7-8 of the Agreement, the terms of that Exhibit will control.

Task Name	Task Description	Contractor's Comment
Generate digital images from paper, microfiche, and microfilm file formats	Contractor will scan or otherwise develop digital images of records currently existing in paper, microfiche, or microfilm media; and convert the digital images into digital files that can be easily used by the Participating Entity. The digital files must include an index of any applicable metadata and must be compatible with Participating Entity's case management system (CMS), document management system (DMS), or other digital storage repository. Required digital file formats include multiple-page TIFF Group 4, standard PDF, PDF/A -C, searchable PDF format, and/or other formats as specified by the Participating Entity (imaging). Image resolution must be at least 300 dots per inch (dpi) unless otherwise specified by the Participating Entity.	ViaTRON has 45 Hi-Speed Production Scanners including Kodak Scanners, Meikel Microfiche/Microfilm scanners, and Contex Large Format Scanners, as well as 205 Workstations for Indexing and Quality Assurance. ViaTRON can produce images from 300 dpi up to 600 dpi, export into any format including Multi-page TIFF Group, Standard PDF, PDF/A -C, and searchable, as well as many others.
Staffing Resources: Readiness and Availability	Contractor will provide adequate staffing levels and resources from the inception of Work with a Participating Entity through the termination of the Work.	ViaTRON has multiple shifts of employee's and a core team that has been with ViaTRON for over 10 years each.
Equipment	Contractor will provide, operate, and service all equipment for imaging court and Judicial Branch records. This includes, but is not limited to, scanners, paper jiggers, and prepping equipment for on-site and offsite document conversion services. This also includes the maintenance and repair of such equipment so that the equipment is operational at all times.	
Offsite imaging services	Contract will have the capability of performing imaging services offsite. All Contractor offsite operations and storage of Data for the Participating Entity must be located within the contiguous U.S.	ViaTRON's HQ is located in Los Angeles County and has a fleet of unmarked caged secure vehicles for all sizes of pickups.
Onsite imaging services	Contractor will have the capability of performing imaging services onsite at the Participating Entity or JCC facility.	ViaTRON is capable of performing on-site scanning in all 58 counties in California.

Transport of files to imaging preparation areas	Contractor will provide all necessary equipment to transport boxed and open-shelved files and documents from storage and holding areas to imaging preparation areas.	
Third party courier services to transport JBE files	For imaging services performed offsite, if the Contractor uses a third-party courier service to transport JBE files to or from judicial branch locations, the third-party courier service must be adequately bonded and/or insured.	ViaTRON only uses ViaTRON's employees to transport boxes. ViaTRON does not use subcontractors due to chain of custody.
Identification of vendor contact personnel	Contractor will provide the Participating Entity with the names of all assigned personnel responsible for any Work related to imaging services for the participating JBE.	All team personal from Project Leads to core staff will be communicated to the Participating Entity upon the execution of the Participating Addendum. The same staff has been background checked by the FBI/DA and live scanned and e-verified.
Documents to be imaged into digital files	Contractor will have the capability of imaging the following types of documents. These include, but are not limited to, the following: <ul style="list-style-type: none"> • Letter size documents (this represents the majority of the file contents) • Legal size documents • Colored paper • Post-It Notes • NCR paper • "Onion skin" paper • Judges' notes on varying sizes of paper • Tabbed paper exhibits • Photograph exhibits • Sealed envelopes with confidential or sealed information • Envelopes and certified mail return receipts • Green bar (continuous computer) paper • Letters received with attached envelopes • Wills • Pocket file folders • File folders with stamped or written information on outside and/or inside covers • Checks • Fingerprint cards • Spiral bound or otherwise bound transcripts, briefs, etc. 	ViaTRON has a diverse collection of Scanners for converting all types of documents from Post-It Notes all the way up to 60" wide documents. ViaTRON has various book scanners, flatbed scanners, microfilm, microfiche, and aperture scanners as well. ViaTRON also has plastic sleeves that are used for extremely delicate scanning.
Storage environment for microfilm and microfiche.	For offsite imaging, Contractor will provide industry best standard storage facilities for microfilm and microfiche. <ol style="list-style-type: none"> 1. Microfilm should be stored in a secured, sealed, airtight room with a constant cool environment with temperatures not exceeding 70 degrees. 2. Relative humidity should be maintained between 20 and 30 percent and should not fluctuate by 5 percent in a 24-hour period. 3. The storage room should include a properly designed and functioning HVAC system that controls the temperature and humidity and minimizes the infiltration of pollutants. 4. Microfilm enclosures (e.g., paper and plastic boxes) should be made of noncorroding materials that meet certain chemical and photographic criteria. 	
Duplex imaging	Contractor will have the capability of duplex imaging as directed by the Participating Entity.	All ViaTRON scanners scan duplex imaging as a standard.

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Color imaging	All colored photos and documents will be imaged in color unless directed otherwise by the Participating Entity.	All ViaTRON scanners scan both color and black/white at the same time with no speed difference. This allows staff to determine which is the best quality image during QC.
Imaging size (11x17 and under)	Contractor will have the capability of imaging documents 11x17 and under.	
Large size sheet imaging (over 11x17)	Contractor will have the capability of imaging documents over 11x17.	
File tabs imaging	Contractor will image tabs in files.	
Batch imaging process	Contractor will create and assign unique batch numbers to every batch of imaged documents.	
Configurable blank page detection and removal	Contractor will remove blank pages based on an agreed upon configurable threshold setting. Blank pages or "bleed-through" images shall be omitted.	
High speed scanning	Contractor will use high-speed production digital scanners to scan and generate digital images in multiple-page TIFF Group 4, standard PDF, PDF/A-3, searchable PDF, and/or other formats as specified by the Participating Entity.	
Scan and digitize bound and unbound documents	Contractor will scan and digitize bound and unbound books of various sizes, as specified by the Participating Entity.	
File size	Contractor will have the ability to limit digitized image file size and split files per as required by the Participating Entity.	
OCR	Contractor will perform optical character recognition ("OCR") for inclusion in the Participating Entity's CMS, DMS, or other digital storage repository as specified by the Participating Entity.	After the paper/media files are scanned, indexed and quality control processing is complete, ViaTRON shall run the OCR process. ViaTRON has a number of OCR software to accomplish different results depending on the Participating Entity's software requirements. ViaTRON can process using Kofax, Captiva, IRIS or the Kodak OCR software.
Inventory files	Contractor will maintain an inventory of files using bar code scanners to log and track movement of files from location to location.	ViaTRON developed a custom software for tracking documents and boxes - VTLink.
Upload, manage, and track imaged and digitized files.	As directed by the Participating Entity, Contractor will use Participating Entity's records tracking system to upload imaged and digitized files into the Participating Entity's CMS, DMS, or digital storage repository, and manage, and track such inventory.	
Retrieve and move files to onsite imaging preparation area	For on-site imaging, Contractor will retrieve, pull, and move boxed and open-shelved files and documents from storage and holding areas to the imaging preparation area as directed by the Participating Entity.	
Pick up and transport records to offsite imaging facility	For imaging services performed offsite, Contractor will pick up boxed records whether palletted or not, or on library carts, and transport them to the imaging facility. Contractor will perform such Work within Participating Entity established pick-up windows.	

Month to month storage	Contractor will securely store records, including pallets of records, before and after the imaging process as directed by the Participating Entity on a month to month basis.	
Store records safely before and after imaging	Contractor will store and maintain files in a secure, climate-controlled storage facility equipped with fire and burglar alarm and other necessary protections while the Participating Entity reviews the imaged documents for quality control purposes. Storage of such files will continue until the Participating Entity directs Contractor to destroy the applicable files.	
On demand retrieval and delivery of files	Contractor will retrieve specific files and/or boxes of files and deliver to the Participating Entity within a 24-hour period of the Participating Entity's request at no additional charge. The Participating Entity will specify the method of delivery, e.g., physical or electronic.	
Inspect and prepare records for imaging.	Contractor will inspect and prepare all records for imaging. This includes ensuring all records are in the order designated by the Participating Entity.	
Sort and separate JBE records	Contractor will prepare JBE records to be imaged, sorted by specified JBE taxonomy such as litigation type, case number, and document type, or by any hierarchical schema specified by the Participating Entity. As applicable, Contractor will include the appropriate case number and date sequence for imaging.	
Prepare documents for high speed scanning	Contractor will disassemble files, removing all fasteners, staples and paper clips, repairing or mending torn documents, and trimming fastener holes.	
Handling of damaged or irregular sized documents	Contractor will affix any damaged document or correspondence that is less than 8-1/2" x 5" onto an 8-1/2" x 11" sheet of white paper.	
Image manila case folders	Contractor will image manila case folders that are part of any files, treating any manila folder as part of a file unless directed otherwise by the Participating Entity.	
Image confidential envelopes	Contractor will image confidential envelopes as part of the case file. Records contained in an envelope labeled "confidential" must be imaged as a separate image file and labeled the same as the original record with an accessibility identifier such as "Confidential," as specified by the Participating Entity. Confidential records located underneath a color-coded confidential cover sheet must be imaged as a separate image file and labeled the same as the original record with the same accessibility identifiers indicated above.	
Print and insert document separator sheets - on-site imaging	As directed by the Participating Entity, for onsite imaging, Contractor will print and insert document separator sheets at the beginning of each document. Participating Entity will provide the document separator sheets.	
Print and insert document separator sheets - offsite imaging	As directed by the Participating Entity, for offsite imaging, Contractor will print and insert document separator sheets at the beginning of each document. Participating Entity will provide the document separator sheets.	
Insert missing file target	Contractor will insert a missing file target indicating the case number of the missing file/document in the appropriate location.	

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Identify pages of insufficient quality	Contractor will identify those pages that are of insufficient quality for imaging and indexing, by placing "Best Available Image" stamp on those pages, ensuring not to cover any portion of the document text.	
No records discarded or lost	Contractor will not discard, tamper with, deface, or lose any document, or portion of a document provided for imaging, unless directed to do so by the Participating Entity.	
Records prepared by participating JBE staff	As directed by the Participating Entity, Contractor will image records specifically prepared by JBE staff for digitization.	
Special handling of fragile records	Contractor will process fragile records or other categories of records that require special handling (such as onion skin) to protect the integrity of the original record and ensure readability in the electronic format.	
Standards for microfilm/microfiche	Contractor will prepare and process microfilm and microfiche with signs of deterioration such as vinegar syndrome, redox, or embrittlement, to provide the best possible image. Contractor will identify those images that are of insufficient quality for imaging and indexing and confer with the Participating Entity on how to handle.	
Return of statutorily sealed records	Contractor should not be receiving any records, whether onsite or offsite, designated as "sealed" by the Participating Entity. In the event that Contractor inadvertently receives a record designated as "sealed," Contractor may not open and must immediately return any "sealed" records to the Participating Entity as soon as possible, but in no event later than twenty-four (24) hours of becoming aware of such records. If a Contractor encounters records that it believes are "sealed," but are not designated as such, the Contractor may not open such records and must immediately notify the Participating Entity as soon as possible, but in no event later than twenty-four (24) hours of becoming aware of such records.	
Index Records using JBE schema	Contractor will create and associate a unique record identifier for every record per Participating Entity specifications. Contractor will provide an index file with meta-data for the imaged document (e.g., imaged and digitized file name, case number, document type, filed date).	
Confidential Records	For each individual file created, Contractor will include the case number and within a subfolder of the imaged file, an accessibility identifier to denote whether records are confidential, non-confidential, transcripts or sealed documents.	
Remove targets and separators from scanned batches	Contractor will remove all targets, separators etc., from scanned batches for re-use.	
Return empty boxes	If Participating Entity files are provided in Participating Entity supplied boxes, return empty boxes to the Participating Entity.	
Upload all digital images and corresponding index data electronically	Contractor will be able to upload digital images and corresponding index Data via secure electronic delivery, such as secure FTP, to a Participating Entity server.	

Delivery of digital images and corresponding index data, by hard-drive	Contractor will be able to deliver digital images and corresponding index Data by hard drive to the Participating Entity.	
Upload files imaged on-site to JBE daily	Contractor will upload digital imaged files to the Participating Entity's DMS, CMS, or other digital storage repository on a daily basis, or within an alternative timeframe as specified by the Participating Entity. Contractor will index all applicable meta-data as specified by the Participating Entity.	
JBE specified metrics progress reporting	Contractor will develop a quality control plan that includes the number of documents prepared for imaging, the number of pages imaged and digitized, and the number of records provided to the Participating Entity.	
Methods of maintaining extracted metadata	Contractor's quality control plan will thoroughly and completely describe the Contractor's method for maintaining the integrity of the metadata extracted during imaging.	<p>Double-Blind Key Indexing Quality Assurance ViaTRON performs Double Key to ensure the highest quality of work.</p> <ul style="list-style-type: none"> • This information is cross checked with the first set of indexes for accuracy. • ViaTRON utilizes a blind key verification process, meaning that the verifier is unaware of the entries made by the encoder. This process ensures that the Indexed data is 100% accurate at the character level. The index and index specifications will vary depending on the document type to be scanned.
Methods for ensuring clarity of digitized images.	Contractor's quality control plan will thoroughly and completely describe the Contractor's method for ensuring the integrity and clarity the digitized images.	During the image quality control process, ViaTRON performs an image-by-image quality review. Any image that is illegible or lacks contrast is flagged for a second review. After the second review the unacceptable image will be re-scanned.
Methods for handling items incapable of being digitally imaged	Contractor's quality control plan will thoroughly and completely describe the Contractor's method for handling the small percentage (approximately one percent) of documents that are not susceptible to imaging.	ViaTRON shall sets up "Special Handling" boxes for items which cannot be processed through a scanner. These items are taken out of the box and placed in a large clear Ziplock plastic bag labeled with the case number, individual's name, Participating Entity department and date the item was placed in the bag. A photo is taken and provided to the Participating Entity via SFTP. These items will then be returned to the Participating Entity on the next physical box pickup or delivery.
Accidentally destroyed records	Contractor's quality control plan will thoroughly and completely describe how Contractor intends to prevent the destruction, defacement, or tampering of the Participating Entity's records. In addition, Contractor's quality control plan will thoroughly and completely outline the remedial actions Contractor will take, i.e., a plan for recovery, in the event a document is destroyed, defaced, or otherwise tampered with during imaging.	ViaTRON implements strict procedures in the method of processing. Each box is tracked to one individual for each task. Each person can only work with one box at a time and must complete the entire task. Each department is monitored by a supervisor, i.e., Document preparation, scanning, QC, etc. The supervisor's primary duty is to closely watch each process and record any anomaly. The anomaly is immediately recorded and fixed within 24 hours, including calling the Participating Entity for guidance.

Re-imaging to improve image quality	Contractor will re-image at no additional charge, any and all images that require re-imaging in order to improve quality.	During the image quality control process, ViaTRON performs an image-by-image quality review. Any image that is illegible or lacks contrast is flagged for a second review. After the second review the unacceptable image will be re-scanned.
Problem Correction Report	Contractor will produce a record of all inspections conducted regarding imaging, including any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, on a monthly basis. Contractor will take corrective action within two (2) business days of notification.	For every project ViaTRON performs, ViaTRON creates an "Incident Log." This log tracks anything and everything out of the ordinary with the project. This log will be given to the Participating Entity and discussed at the weekly meetings.
Verify the accuracy and integrity of digital images	Contractor will verify the accuracy and integrity of each digital image, and confirm, accept, or correct such image based on the Participating Entity's quality control checkpoint specification.	
Corrections and resubmissions	Contractor will correct deficient digitized images and resubmit at no additional charge.	
Completed conversion paper file destruction - onsite imaging	Per a Participating Entity-generated destruction list for on-site imaging, Contractor will pull boxed files eligible for destruction and dispose of them in designated destruction bins or palletize them for destruction pick-up.	
Completed conversion paper file destruction - offsite imaging	Per a Participating Entity-generated destruction list, Contractor will pull boxed files eligible for destruction and securely destroy them. Contractor will provide certification that all designated files have been securely destroyed.	
Return records imaged offsite	Contractor will return boxed and palletized records imaged offsite to the Participating Entity in the same order and condition in which they were received.	
Retain digitized files post-delivery and maintain index	After delivery of the digitized files from imaging to the Participating Entity, Contractor will retain copy of all such files and maintain an index of such files for a timeframe as specified by the Participating Entity.	
JBE rejected digitized files	Contractor will accept rejected digitized files from imaging identified by the Participating Entity, which will be accompanied by a Participating Entity report describing the problem. In addition, Contractor will correct the identified problems and resubmit to the Participating Entity.	
Return non-digitizable items	Contractor will return non-digitizable items to the Participating Entity. Contractor will index such items with identifying case information.	

2. Additional Terms. (The Participating Entity and Contractor may agree and wish to include the following in this Exhibit 4, Statement of Work)

A. Timeline and Milestones. (any specific timelines for Tasks and/or any projected milestones, if Tasks are divided into discrete segments)

B. Inspection and Acceptance Criteria (any specific inspection and acceptance criteria for a Task or Tasks in addition to the acceptance criteria already in the Agreement, specifically, Section 1.B. of Exhibit 3)

C. Personnel. (the Contractor's Project Lead and Participating Entity's Project Manager and the respective party's personnel to be assigned to the Work, along with their job classification)

D. Ordering Process. (any ordering process specific to the Participating Entity)

E. Miscellaneous. (additional information, terms and conditions, e.g., information regarding Deliverables)

END OF EXHIBIT 4

**EXHIBIT 5
ACCEPTANCE AND SIGN-OFF FORM**

Acceptance and Sign-Off Form

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 5

EXHIBIT 6

FEES, PRICING AND PAYMENT TERMS

1. Fees.

The following table sets forth the costs associated with the Tasks corresponding to the Work that Contractor will perform during the Initial Term and any Option Term under the Agreement as required by and for the Participating Entity. The table also includes Contractor’s comments regarding each Task. Contractor submitted versions of these comments as part of its proposal for the underlying solicitation, “Digitizing Judicial Branch Records, (TCAS-2020-03-MS),” to this Agreement. In the event Contractor’s comments directly conflict with the terms of Exhibits 1-3, 5, and 7-8 of the Agreement, the terms of that Exhibit will control. All Tasks in Exhibit 4, Statement of Work, not otherwise set forth in the Tasks and Task Description columns in the following table, but which support and are necessary for the performance of the Tasks in this table, are included in the prices in the “Cost” column.

Standard Processing Costs Task		Task Description	Cost Factor	Cost	Volume Discounts/Tiers	Contractor's Comments
1.1	Records Imaging Services—Onsite	Cost of onsite standard imaging services, scanning, or otherwise developing digital images from non-digital sources (imaging) for judicial branch entity (JBE) records. Digital files delivered to the Participating Entity shall be compatible with the Participating Entity's case management system (CMS), document management system (DMS), or other digital storage repository, and include an associated index of metadata for import and retrieval purposes.	Per image	\$0.069		
1.2	Records Imaging Services—Offsite	Cost of offsite standard imaging services for JBE documents. Digital files delivered to the Participating Entity shall be compatible with its's CMS, DMS, or other digital storage repository, and include an associated index of metadata for import and retrieval purposes.	Per image	\$0.029		
1.3	Records Imaging Services excluding indexing—Onsite	Cost of onsite standard imaging services, scanning, or otherwise developing digital images from non-digital sources (imaging) for JBE records. Digital files delivered to the Participating Entity shall be compatible with the Participating	Per image	\$0.045		

		Entity's CMS, DMS, or other digital storage repository, not including an associated index of metadata for import and retrieval purposes.				
1.4	Records Imaging Services excluding indexing—Offsite	Cost of offsite standard imaging services for JBE documents. Digital files delivered to the Participating Entity shall be compatible with the Participating Entity's CMS, DMS, or other digital storage repository, not including an associated index of metadata for import and retrieval purposes.	Per image	\$0.025		
Cost for Additional Tasks: if not included in the standard scanning and digitizing cost, above:		Task Description	Cost Factor	Cost	Volume Discounts/Tiers	Contractor's Comments
2.1	Pickup of records from site—palletized	Cost to pick up palletized, labeled, and indexed bankers boxes containing records for imaging from JBE-designated location.	Per pallet	\$75.00		
2.2	Pickup of records from site—boxed	Cost to pick up labeled and indexed bankers boxes from the JBE storage location.	Per box	\$1.25		
2.3	Pre-pickup preparation	Cost to perform pre-production preparation and packing of documents for imaging for transfer to the Contractor's work site (includes indexing the files being packed).	Per hour	\$18.00		
2.4	Document preparation	Prepare documents for scanning and digitizing by removing staples and other bindings, and by inspecting and repairing pages as needed.	Per hour	\$18.00		
2.5	Store and maintain records during production phase	Cost to store and maintain files in a climate-controlled, secure storage space with fire and burglar alarm protections until the Participating Entity has reviewed the imaged and digitized documents for quality control purposes.	Per box per month	\$0.00		No charge during production phase. There is a charge if the Participating Entity wants ViaTRON to store boxes after production. See line 3.4

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2.6	Records destructions post delivery	Cost to destroy documents (e.g., shredding) at the Contractor's location.	Per box	\$0.00		No charge.
2.7	Special handling	Cost of imaging fragile documents or other categories of documents that require special processing.	Per image	\$0.039		
2.8	Unique sizes or document types	Cost for imaging documents of a unique size or shape, or otherwise not susceptible to being scanned.	Per image	\$0.029		Already included in line item 1.2 .
2.9	Confidential records	Cost for imaging confidential records.	Per image	\$0.029		Already included in line item 1.2 .
2.10	Pocket and file folders	Cost for imaging pocket file folders and file folders with printing on the front and/or back or on the inside and/or outside.	Per image	\$0.029		Already included in line item 1.2 .
2.11	Fingerprint cards	Cost for digitizing Fingerprint Forms	Per image	\$0.029		Already included in line item 1.2 .
2.12	OCR	Cost for performing OCR on the applicable record being imaged so that the digitized file can be electronically edited within the Participating Entity's CMS, DMS, or other digital storage repository.	Per image	\$0.00		No Charge
2.13	Color imaging	Cost of imaging records in color.	Per image	\$0.035		
2.15	Microfiche	Cost to image microfiche.	Per jacket	\$2.50		
2.16	Microfilm	Cost to image microfilm.	Per roll	\$12.00		
2.17	Bound books	Cost to image books bound.	Per page	\$0.12		Use of special book scanner.
2.18	Unbound books	Cost to image books unbound.	Per page	\$0.029		Already included in line item 1.2.
2.19	Storage medium other than paper	Cost to image non-paper records.	Per image	\$0.12		Photo or CD, DVD, Sound
2.20	Empty boxes	Return empty boxes to Participating Entity for reuse.	Fee	\$1.50		
2.21	Indexing—Onsite	Include an associated index of metadata for import and retrieval purposes	Per discrete metadata field per document ¹	\$0.15		
2.22	Indexing—Offsite	Include an associated index of metadata for import and retrieval purposes	Per discrete meta-data field per	\$0.10		

			document ¹			
Cost for Additional Tasks not Listed: List any imaging Task that you provide not listed above or not included within any of the Tasks listed above, the cost factor, and the cost.		Task Description	Cost Factor	Cost	Volume Discounts/Tiers	Contractor's Comments
3.1	Records Imaging Services excluding indexing—Offsite	Large Format Drawings, Large than 11" x 17"	Per Drawing	\$0.59		
3.2	Special handling	Services not covered under the RFP's Scope of Work	Per hour	\$18.00		
3.3	Special handling	Creating and checking manifests contents of boxes.	Per hour	\$18.00		
3.4	Store and maintain records during post production phase	Post production warehouse box storage	Per box per month	\$0.45		
(1)	For example, if the JBE requires 3 metadata fields for indexing: casenumber.firstname.lastname then the cost for indexing 5 documents would be: Cost * 3 * 5					

2. Payment Terms.

A. Invoice Procedures. After the Participating Entity has accepted Tasks and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Tasks and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Agreement and Participating Addendum Numbers as applicable.

Submitted invoices are to be in accordance with Exhibit 5 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the Tasks provided and within thirty (30) days of the accepted Work. Billing shall cover Tasks not previously invoiced. The Participating Entity will not pay in advance for (i) services, Tasks, Deliverables, or Work.

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) all other details the Participating Entity considers reasonably necessary to permit the Participating Entity to evaluate the Tasks performed and the Work delivered, including 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 Participating Entity. Each invoice will have a number and will include the following information:

- a) Agreement and/or Participating Addendum number;
- b) Task request date, if applicable;
- c) detailed description of Task(s), including the following information:
 - i. location where Task(s) were performed;
 - ii. description of Task(s) performed;
- d) hours billed;
- e) hourly billing rate;
- f) list of Materials used, with pricing;
- g) date of Task completion;
- h) name and address of contractor;
- i) 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 Participating Entity 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 Participating Entity was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

F. Method of Payment. Unless determined to be otherwise by the Participating Entity, the method of payment to the Contractor will be monthly in arrears, upon submission of a valid invoice as set forth in subsections A through E in this Section 2.

END OF EXHIBIT 6

EXHIBIT 7

PARTICIPATING ADDENDUM

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ *[add full name of the JBE]* (“JBE”) and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # _____ *[add Master Agreement # - see cover page]* (“Master Agreement”) dated _____, 20__ *[add Effective Date of the Master Agreement]* between the *[add name of the JBE that established the Master Agreement]* (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may, at its option, order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE’s Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 4 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this 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 Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participating Addendum shall be from the Effective Date until: [_____ month/day/year – *may not exceed the Expiration Date of the Master Agreement*].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.
- (8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
[name, title, address]	[name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

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

Invoices shall be sent to the following address and recipient:

-
- (9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

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

[JBE]

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 8


**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT
CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the **Judicial Council of California** for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the **Judicial Council of California** for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); and
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

Contractor Name (Printed) VIATRION SYSTEMS, INC		Federal ID Number 33 0615 733
By (Authorized Signature) 		
Printed Name and Title of Person Signing GEOFF ERWIN, PRESIDENT		
Date Executed 9/22/20	Executed in the County of LA in the State of CALIFORNIA	