

JUDICIAL COUNCIL OF CALIFORNIA
MASTER AGREEMENT COVERSHEET rev Dec. 2025

AGREEMENT NUMBER
MA-SF2026-03
FEDERAL EMPLOYER ID NUMBER
86-2205980

1. In this agreement (“Agreement”), the term “Contractor” refers to **360Civic Inc DBA Ironwall by Incogni**, and the term “Judicial Council” refers to the **Judicial Council of California**. In this Master Agreement (“Agreement”), the term “Contractor” refers to **360Civic Inc DBA Ironwall by Incogni**, 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 Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).
2. This Agreement is effective as of **July 1, 2026** (“Effective Date”) and expires on **June 30, 2029** (“Expiration Date”). This Agreement includes **three (3) One-Year Option Terms** which could extend through **June 30, 2032** if the Judicial Council exercises the Option Terms after the Initial Term.
3. The purpose or title of this Agreement is: **Judicial Officers Online Protection**. This Agreement is issued pursuant to Judicial Council solicitation number: **RFP-IT-2026-13-DM**.
The purpose or title listed above is for administrative reference only and do not define, limit, or construe the scope or extent of this Agreement.
4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement; supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties; and is mutually binding on the parties in accordance with its terms.

Appendix A – Statement of Work
Appendix B – Pricing and Payment
Appendix C – General Terms and Conditions
Appendix D – Defined Terms
Appendix E – Unruh Civil Right Act and FEMA Certification
Appendix F – Participating Addendum

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) 360Civic Inc DBA Ironwall by Incogni
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Semyrra Hines, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Ron Zayas, CEO
DATE EXECUTED 8/26/2026	DATE EXECUTED 8/25/2026
ADDRESS Atten: Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS 25910 Acero Road, Suite 240 Mission Viejo, CA 92691

APPENDIX A

STATEMENT OF WORK

This Statement of Work is subject to the Agreement between Contractor and the Judicial Council. By executing this Statement of Work, the Parties agree to be bound by the terms and conditions set out in the Agreement with respect to the Work to be provided under this Statement of Work.

1. Term of this Statement of Work

The term of this Statement of Work will commence on **July 1, 2026** (the “SOW Effective Date”) and will continue until **June 30, 2029 with three (3) One-Year Option Terms which could extend through June 30, 2032 if the Judicial Council exercises the Option Terms after the Initial Term.** Expiration or termination of the Agreement will not serve to terminate this Statement of Work , unless the Agreement is terminated by either party for material breach (including non-payment) or by the Establishing JBE for convenience. All applicable terms and conditions of the Agreement will continue to apply to this Statement of Work until the expiration or termination of this Statement of Work.

2. Judicial Council’s Requirements and Description of the Work

2.1. Background Information

2.1.1 Judicial Council of California and Superior Courts of California

The Judicial Council of California (Council), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law.

The Superior Court system in California comprises 58 trial courts, one (1) in each county. Trial courts provide a forum for resolution of criminal and civil cases under state and local laws. The term “trial court” is used synonymously with Superior Court.

2.2 This Agreement sets forth the terms and conditions that apply to Contractor’s provision of Work to the Judicial Council and Participating JBEs. “Work” shall mean the Services and Deliverables as further described in **Sections 3** below. This Agreement does not obligate the Judicial Council or a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.

2.3 The Establishing JBE, and other Participating JBEs, which include but not limited to the **Superior Courts of California, Appellate Courts of California, and the Supreme Court of California**, shall have the right to place orders under this Agreement for any of the Work. A Participating Entity may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as **Appendix F** to this Agreement (“Participating Addendum”). **For the Establishing JBE, no additional Participating Addendum is necessary.** 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 Participating Entity, the Contractor shall review and, subject to Contractor's written acceptance (which shall not be unreasonably

- withheld), acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each Participating Entity in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 2.4** 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 each Participating Addendum between the Contractor and a Participating Entity.
- 2.5** Under a Participating Addendum, the JBE may at its option place orders for the Services using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order 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 this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.
- 2.6** 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.
- 2.7** This Agreement is a nonexclusive agreement. The Judicial council and each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by the Judicial Council or a JBE to provide the Work, provided that such cooperation does not require Contractor to disclose its confidential or proprietary information, trade secrets, methods of operation, or materially interfere with Contractor's performance of its obligations.

3. Description of Services.

- 3.1 General.** Contractor shall provide comprehensive, proactive, and ongoing online privacy protection services for (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members, and (2) for Non-Judicial JBE Staff and their Residing Family Members. Such online privacy protection services shall include the services described in this Description of Services. "Residing Family Members" means any child, spouse, parent or other family member in the same primary home or secondary residence.

3.2 Find and Remove. Contractor shall:

- 3.2.1** Find and remove Personal Identifying Information from data brokers, people search websites, and any entities that collect, sell, or share consumer information without direct consent. Personal Identifying Information (PII) includes, but is not limited to:
- a.** Full name and variations that include initials, middle names, maiden names, prior names or aliases (e.g., J. Doe, John Doe, J.D. Doe, John David Doe, etc.);
 - b.** Date of birth;
 - c.** Age;
 - d.** Address, name and parcel number of any primary home and other residence including secondary or seasonal residences (any part of the year);
 - e.** Any prior residences including primary, secondary or seasonal residences (any part of the year);
 - f.** Personal email addresses;
 - g.** Any residential or personal mobile telephone numbers;
 - h.** Any direct telephone number of a non-public government-issued mobile phone or government-issued private telephone number or extension (e.g., direct line to a judge's chambers);
 - i.** Vehicle-related and vessel-related information including without limitation make and model, license plate details, and vehicle/vessel ownership records;
 - j.** Names of relatives and household members;
 - k.** Occupation, income, mortgage, and property ownership details;
 - l.** Gender, ethnicity, religion, and political affiliation;
 - m.** Names and addresses of any school or daycare facility attended by a Residing Family Member;
 - n.** Any photographs or images that show any of the above;
 - o.** Any PII of any Residing Family Member.
- 3.2.2** Perform initial and ongoing monitoring and removal of PII from data brokers, people search websites, and any entities that collect, sell, or share consumer information without direct consent:
- a.** Perform daily automated (preferably 24/7) and daily manual searches of all known name variations using a combination of automated technology with trained privacy specialists for increased accuracy and coverage;
 - b.** Initiate removal of PII immediately from online upon discovery utilizing all available means including without limitation emails, letters, telephone calls, initiating the removal of outdated caches or indexed data from search engines, etc., with the objective of removing the PII within 48 hours of discovery;
 - c.** Perform escalated manual and/or automated intervention for unresolved removals utilizing appropriate follow-up communications, repeated opt-out requests, and leveraging applicable privacy law frameworks in our written demands, but expressly excluding the initiation of civil litigation or formal legal representation;
 - d.** Perform daily automated (preferably 24/7) and daily manual monitoring searches for previously removed PII using a combination of automated technology with trained privacy specialists to provide proactive removal without necessitating repeated end user initiated requests;

- e. Perform daily automated (preferably 24/7) and daily manual monitoring for data breaches or exposure spikes involving the disclosure of PII of (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members to detect and remove PII proactively.

3.2.3 Alerts and Reporting. Contractor shall provide (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members:

- a. Email and text message alerts for (1) new disclosures of PII from data brokers, people search websites, and any entities that collect, sell, or share consumer information without direct consent, (2) unusual spikes in PII disclosures, and (3) emerging PII privacy issues.
- b. Email and text message linked weekly reports of:
 - i. The status of current or pending removals, including clear articulation of the current phase of the data removal process with details of where and what specific information was exposed, and the response measures or actions taken or being taken to have the information removed;
 - ii. Completed removal history and confirmation of successful removal; and
 - iii. A general description of the status of the monitoring process, a confirmation that exposed PII was not repopulated, and where the PII was initially located.

3.2.4 Customer Support and Training. Contractor shall provide (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members:

- a. Access to a 24/7 secure online portal that provides:
 - i. A mechanism to self-report PII for removal;
 - ii. The number of exposures and re-exposures and actions taken;
 - iii. The number of removals;
 - iv. The status of current or pending removals, including clear articulation of the current phase of the data removal process with details of where and what specific information was exposed, and the response measures or actions taken or being taken to have the information removed;
 - v. Completed removal history including confirmation of successful removal.
 - vi. Offer additional security enhancement tools, resources or educational training related to digital privacy and online safety.
- b. Initial onboarding and training for (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members.
- c. Live customer service support via telephone, chat, and email Monday through Friday, 8:00 a.m. – 5:00 p.m. PT, except [Court Holidays](#).

- d. A dedicated account manager as a quality assurance, quality control point of contact to the JBE who provides either (1) a monthly and year-to-date administrative report or (2) an administrative portal to the JBE's program manager or program manager's designee that includes:
 - i. The number of enrolled (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members, and their respective service levels;
 - ii. Number and details of incomplete profiles per level of service;
 - iii. The number of current exposures and removals per level of service;
 - iv. Lists of active exposures and successful removals during the reporting period per level of service;
 - v. Lists of year-to-date removals per level of service.
 - vi. A summary indicating the volume or categories of data brokers and people search websites actively monitored during the reporting period.

3.2.5 Uninterrupted customer support by seamless reassignment or transfer of responsibilities to new, qualified personnel within Contractor's organization in the event of role changes, turnover, or separation.

3.3 Tiered Service Levels (Optional). The Contractor shall provide tiered service offerings to address varying risk levels of (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members. This may include enhanced services, such as custom removals to remove PII from websites not included in standard, automated coverage, for (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members.

3.4 Data Security and Compliance. Contractor shall provide:

3.4.1 All online portals provided by the contractor must feature multi-factor authentication.

3.4.2 Contractor must:

- a. Use segmented networks separating business data from operational data to prevent lateral movement of malware and limited impact of data breaches;
- b. Use the principle of least privilege to limit unnecessary sharing of information of (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and (2) Non-Judicial JBE staff and their Residing Family Members;
- c. Have and maintain SOC II Type 2 certification;
- d. Encrypt Personally Identifiable Information in transit using Transport Layer Security (TLS) 1.2 or higher and at rest using 256-bit Advanced Encryption Standard (AES-256) encryption;
- e. Be a U.S.-based entity, organized and existing under the laws of the United States. All data, including, but not limited to, production, backup, and archival data, shall be stored, processed, and accessed exclusively on servers physically located within the continental United States. No data shall be transferred,

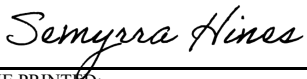
- stored, or accessed outside of the United States without the JBE’s prior written approval;
- f. Delete or anonymize data from inactive users 6 months after the inactive user’s service is no longer needed.
 - g. Comply with Contractor’s standard industry-accepted background check policies and procedures, including the requirement that anyone handling PII per this Description of Services must successfully pass a Fair Credit Reporting Act-compliant background screening.
 - h. Ensure that its subcontractors, if any, comply with equivalent background check policies and procedures, including the requirement that anyone handling PII per this Description of Services successfully pass a Fair Credit Reporting Act-compliant background screening;
 - i. Provide its written incident reporting policy upon contact award, which shall include at a minimum:
 - i. Contractor’s obligation to report anything that in the reasonable professional judgment of a network security professional would constitute data breaches or cyber incidents materially impacting JBE data to JBE within 48 hours of discovery and confirmation, including detailed, actionable information regarding the incident scope, affected data, incident impact to JBE, and mitigation steps (to the extent such information is reasonably available at the time of reporting);
 - ii. A Root Cause Analysis (RCA) within 30 Business Days of containment, including corrective actions and preventive measures.

4. Schedule and Date(s) of Delivery and Acceptance Criteria

The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables:

All services must be completed according to the timeline as referenced in the participating addendum.

BY SIGNING BELOW, the Parties agree to be bound by the terms of this Statement of Work as of the SOW Effective Date.

Judicial Council of California	360Civic Inc DBA Ironwall by Incogni
SIGNATURE: 	SIGNATURE: 
NAME PRINTED: Semyrra Hines	NAME PRINTED: Ron Zayas
TITLE: Supervisor, Contracts	TITLE: CEO

END OF APPENDIX A

APPENDIX B

PRICING AND PAYMENT

- 1. Fees.** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the Judicial Council shall pay to Contractor the fees as set forth in this Appendix B. Except as expressly set forth in this Appendix B: (i) such fees are the entire compensation for all Work under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the Judicial Council. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. Contractor shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Contractor to the Judicial Council against any amount payable by the Judicial Council to Contractor under this Agreement, provided that the JBEs shall provide Contractor at least ten (10) business days' prior written notice of their intent to exercise such setoff right, together with reasonable documentation of the amount and basis for the setoff, and shall thereafter negotiate in good faith with Contractor immediately upon Contractor's response to such written notice to resolve any and all disputed amounts the JBE claims to be owing.
- 1.1.** The flat rates set forth in **Table 1 and Table 2** below are firm-fixed, all-inclusive and include all reports and training required in Appendix A, the Statement of Work for the Initial Term and the Option Terms. The flat rate covers all (1) Judges, Commissioners, participating Non-Judicial JBE Staff and their Residing Family Members and, (2) Non-Judicial JBE staff, and their Residing Family Members. The quantity and rates provided in **Table 1 and Table 2** below are applicable to each JBE separately.

Table 1: Flat Rate Cost Per Month

Quantity of (1) Judges, Commissioners, participating Non-Judicial JBE Staff and (2) Non-Judicial JBE staff *	Total Flat Rate Cost per Month per user	
1-10	Signature: \$16.59	Premium: \$37.50
11-50	Signature: \$16.59	Premium: \$37.50
51-100	Signature: \$16.59	Premium: \$37.50
101-250	Signature: \$16.59	Premium: \$37.50
251-500	Signature: \$16.59	Premium: \$37.50
501+	Signature: \$16.59	Premium: \$37.50

Table 2: Flat Rate Cost Per Year

Quantity of (1) Judges, Commissioners, participating Non-Judicial JBE Staff and (2) Non-Judicial JBE staff *	Total Flat Rate Cost per Year per user	
1-10	Signature: \$199	Premium \$450
11-50	Signature: \$199	Premium \$450
51-100	Signature: \$199	Premium \$450

101-250	Signature: \$199	Premium \$450
251-500	Signature: \$199	Premium \$450
501+	Signature: \$199	Premium \$450

*Only the Judges, Commissioners, participating Non-Judicial JBE Staff and Non-Judicial JBE Staff are included in the quantity, but the rates should include protection for their Residing Family Members.

1.2. Ironwall Premium

Ironwall does not require additional fees beyond user licensing fees. Ironwall's licensing fee includes all aspects of the Ironwall Premium Protection plan as outlined in **Table 3** below:

Table 3 Ironwall Premium Services	
Protection Feature	Ironwall Premium
Program Description	Protection for life threatening positions where extra protection is necessary to make it difficult for assailants to find your home address online
Removal Protection: Removal from data brokers, people finder sites, and proactively searches the public web where your targeted PII exists and removes it. Designed to reduce the window of vulnerability	Total Protection
	Weekly scans (Automated and Human)
	Unlimited proactive and custom requests
	Reporting Activities: Real Time in Ironwall Portal and Monthly Status updates sent via email
Family Protection	All residing family included
Preventative Services Prevents new information being exposed as quickly, further closing the window of vulnerability	Secure masked mobile number (1)
	Secure masked email alias (1)
	Alternative ID protection (1)
	Password manager protection (1)
	Personal dark web monitoring (Main User)
Emergency Support Services Implemented when the worst happens	Up to twice daily scans during emergency support
	Threat actor identification and nullification support
	Local law enforcement contact and interaction
	Extended family protection
Training Services Ensuring protectees understand the full scope of Ironwall's Total Protection	Onboarding training sessions for Program Administrators
	Lunch and Learn Sessions to encourage enrollment
	Live Webinar Training on protection and safety

Access to repository of recorded training resources

1.3. Ironwall Signature

Ironwall does not require additional fees beyond user licensing fees. Ironwall's licensing fee includes all aspects of the Ironwall Signature protection plan as outlined in **Table 4** below:

Ironwall Signature Services	
Protection Feature	Ironwall Premium
Program Description	The most comprehensive program available to lower information and mitigate against ransomware attacks, scams, identity theft and robocalls.
Removal Protection: Removal from data brokers, people finder sites, and proactively searches the public web where your targeted PII exists and removes it. Designed to reduce the window of vulnerability	Monthly automated scans and Human verification Unlimited proactive and custom requests
	Reporting Activities: Real Time in Ironwall Portal and Monthly Status updates sent via email
Family Protection	All residing family included
Preventative Services Prevents new information being exposed as quickly, further closing the window of vulnerability	Not Applicable
Emergency Support Services Implemented when the worst happens	Not Applicable
Training Services Ensuring protectees understand the full scope of Ironwall's Total Protection	Onboarding training sessions for Program Administrators
	Lunch and Learn Sessions to encourage enrollment
	Access to repository of recorded training resources

2. Expenses.

- 2.1. **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: **N/A**

3. Invoicing and Payment

- 3.1. **Invoicing.** Contractor's invoices must include information and supporting documentation, including a workload report in a mutually agreed upon format. Contractor shall adhere to reasonable billing guidelines issued by the JBE, provided such guidelines do not materially alter Contractor's administrative obligations or are mutually agreed upon. Contractor shall invoice the JBE for the applicable fees upon Acceptance of each Deliverable by the JBE and in accordance with payment milestones and schedules under this Agreement. The JBE will not make any

advance payment for the Work, except that **the Judicial Council may pay annual subscription fees in advance upon receipt of an invoice for each authorized 12-month period.** Contractor shall provide invoices with the level of detail reasonably requested by the JBE. The JBE will pay each correct, itemized invoice received from Contractor after Acceptance, in accordance with the terms hereof.

3.2. **Availability of Funds.** The Judicial Council's obligation to compensate Contractor is subject to the availability of funds. The Judicial Council shall notify Contractor if funds become unavailable or limited, in which event Contractor shall have the right to immediately suspend services or terminate the applicable Participating Addendum without penalty.

3.3. The Judicial Council standard business payment terms are **net Forty-five (45) days** after receipt of correct invoice.

4. **Taxes.** Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

END OF APPENDIX B

APPENDIX C

GENERAL TERMS AND CONDITIONS

1. Work

1.1. Work. Contractor shall provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

1.2. Stop Work Orders

1.2.1. Effect. The Judicial Council may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The Judicial Council shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the Judicial Council shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

1.2.2. Expiration or Cancellation. If a stop work order is canceled by the Judicial Council or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The Judicial Council shall make an equitable adjustment in the delivery schedule, and the applicable Statement of Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

1.3. Change Orders. From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Statement of Work and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

1.4. Third Party or Judicial Council Services. Notwithstanding anything in this Agreement to the contrary, the Judicial Council shall have the right to perform or contract with a Third Party to

provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Judicial Branch Entities or Judicial Council Contractors. In the event the Judicial Council performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Branch Entities and any such Third Party, to the extent reasonably required by the Judicial Council. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Judicial Council or a Third Party to perform its services relating to the Work, provided that Contractor shall not be required to disclose its confidential information, trade secrets, proprietary methodologies, or targeted data broker lists to any Third Party, nor shall such cooperation materially interfere with Contractor's performance of its obligations under this Agreement.

1.5. Data and Security.

1.5.1. *Safety and Security Procedures.* Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each Judicial Council Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such Judicial Council Work Location.

1.5.2. *Data Security*

1.5.2.1. Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program ("Contractor's Information Security Program") in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of Judicial Council Data. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement.

1.5.2.2. Unauthorized access to, or use or disclosure of Judicial Council 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 Judicial Council, use or access the Judicial Council Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the Judicial Council Data to third parties, or provide third parties access to the Judicial Council Data, except as may be expressly authorized by Judicial Council or as reasonably necessary to perform the Work (including, without limitation, transmitting necessary PII to third-party data brokers to execute removal requests, and utilizing Contractor's standard operational sub-processors). Contractor is responsible for the security and confidentiality of the Judicial Council Data. Judicial Council owns and retains all right and title to the Judicial Council Data, and has the exclusive right to control its use.

- 1.5.2.3. No Work shall be provided from outside the continental United States. Remote access to Judicial Council Data from outside the continental United States is prohibited unless approved in writing in advance by the Judicial Council. The physical location of Contractor's data center, systems, and equipment where the Judicial Council Data is stored shall be within the continental United States. Contractor shall ensure that access to the Judicial Council Data will be provided to the Judicial Council (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the Judicial Council's request, all Judicial Council Data in the possession of Contractor shall be provided to Judicial Council in a manner reasonably requested by Judicial Council and all copies shall be permanently removed from Contractor's systems and records (provided, however, that Contractor shall not be required to securely overwrite or delete Data residing on automated disaster recovery backup systems until such Data is overwritten in the ordinary course of business, provided such Data remains protected by the confidentiality obligations herein) and all subsequent use of such information by Contractor shall cease.
- 1.5.2.4. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with commercially reasonable industry standards, applicable laws, and this Agreement.
- 1.5.3. By entering into this Agreement, the JBE (and its authorized users) hereby explicitly authorizes Contractor to act as its authorized agent to initiate, submit, and manage opt-out, data deletion, and related privacy requests to third-party data brokers, aggregators, and other entities on the JBE's behalf.
- 1.5.4. The JBE represents and warrants that it possesses all requisite legal authority, permissions, and rights to authorize Contractor to initiate data removal requests on behalf of the respective data subjects. The JBE further warrants that it shall not provide unauthorized, false, or inaccurate personal data to Contractor.
- 1.5.5. The JBE acknowledges and agrees that: (i) Contractor does not exert control over third-party data brokers or search engines; (ii) Contractor cannot guarantee the absolute success, permanence, or specific timeline of data removal, as third parties may reject requests or re-acquire data from independent sources; and (iii) Contractor does not provide legal advice or legal representation. |
- 1.5.6. *Data Breach*

If there is a suspected or actual Data Breach, Contractor shall notify the Judicial Council in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the Judicial Council 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) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and

shall provide daily updates, or more frequently if required by the Judicial Council, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the Judicial Council's satisfaction, and Contractor has taken measures satisfactory to the Judicial Council to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the Judicial Council. The Judicial Council 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 Judicial Council, 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, Judicial Council-approved third party perform an information security audit. The audit results shall be shared with the Judicial Council within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the Judicial Council 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. If there is a suspected or actual Data Breach, Contractor shall notify the Judicial Council in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the Judicial Council 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) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the Judicial Council, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the Judicial Council's satisfaction, and Contractor has taken measures satisfactory to the Judicial Council to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the Judicial Council. The Judicial Council 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 Judicial Council, 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, Judicial Council-approved third party perform an information security audit. The audit results shall be shared with the Judicial Council within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the Judicial Council 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.

1.5.7. *Security Assessments*

Upon advance written notice by the Judicial Council, Contractor agrees that the Judicial Council shall have reasonable access to Contractor's operational documentation, records, logs, that directly relate to the security of Judicial Council Data. Upon the Judicial

Council's request but not more than once per calendar year (unless following a confirmed material Data Breach), Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its privacy and data security obligations under this Agreement. Contractor shall provide to the Judicial Council the summary results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any commercially reasonable corrective actions.

1.5.8. *Data Requests*

Contractor shall promptly notify the Judicial Council upon receipt of any requests which in any way might reasonably require access to the Judicial Council Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or Judicial Council Data without first notifying the Judicial Council. Contractor shall provide its intended responses to the Judicial Council with adequate time for the Judicial Council to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the Judicial Council unless authorized in writing to do so by the Judicial Council. If Contractor is legally compelled by a court of competent jurisdiction to disclose Judicial Council Data, Contractor may do so if, after immediately notifying the Judicial Council of such order, the Judicial Council has unsuccessfully sought to intervene in the relevant action, has unsuccessfully appealed or sought reconsideration of the relevant order, or has unsuccessfully sought a protective order.

1.5.9. *Data Backups*

If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- 1.5.9.1. ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- 1.5.9.2. provide periodic full backup of all Judicial Council Data;
- 1.5.9.3. provide periodic incremental backup of all Judicial Council Data;
- 1.5.9.4. have the capability to recover data from the Judicial Council Data backup copy;
- 1.5.9.5. have the capability to export the Judicial Council's raw data in human readable and machine readable format, and have the capability to promptly provide the Judicial Council Data to Judicial Council upon its request;
- 1.5.9.6. have the capability to import the Judicial Council Data (subject to Contractor's confidentiality and data security obligations);
- 1.5.9.7. provide hourly snapshot backups of the Judicial Council Data (daily backups shall also be performed);

1.5.9.8. maintain recoverable, secure backups of the Judicial Council Data offsite in a fire-protected, secure area, geographically separate from the primary datacenter; and

1.5.9.9. maintain and implement data backup and disaster recovery processes and procedures in accordance with the commercially reasonable industry standards and applicable laws.

1.5.10. *Transition Period*

For ninety (90) days prior to the expiration date of this Agreement or Statement of Work, or upon notice of termination of this Agreement or Statement of Work (except in the case of termination by Contractor due to the JBE's material breach or non-payment), Contractor shall assist the Judicial Council in extracting and/or transitioning all Judicial Council Data in Contractor's standard export format or a mutually agreed upon format ("Transition Period"). During the Transition Period, subject to the JBE's timely payment of all applicable fees, the Hosted Services and Judicial Council Data access shall continue to be made available without alteration.

1.6. Project Staff

1.6.1. Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Judicial Council Project Manager.

1.6.2. Contractor Key Personnel. The Judicial Council reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the Judicial Council. Contractor shall not replace or reassign any Contractor Key Personnel unless the Judicial Council consents in advance in writing (such consent not to be unreasonably withheld) or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Judicial Council promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Judicial Council, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

- 1.6.3. Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Judicial Council in writing in advance. The Judicial Council may withdraw its approval of a subcontractor if the Judicial Council determines in good faith and for cause that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Judicial Council rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Judicial Council's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Judicial Council for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Judicial Council; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Judicial Council an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.
- 1.6.4. Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific of the Judicial Council with regard to assignment of its employees. The Judicial Council may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or Judicial Council Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Judicial Council's consent (which shall not be unreasonably withheld, conditioned, or delayed), continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or Judicial Council Contractors. The Contractor Project Manager and the Judicial Council Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then 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.

1.6.5. Conduct of Project Staff

- 1.6.5.1. While at the Judicial Council Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Branch Entities regarding safety and health, security, personal and professional conduct generally applicable to such Judicial Council Work Locations, and (2) otherwise conduct themselves in a businesslike manner.
- 1.6.5.2. If Contractor hires independent consultants, Contractor shall enter into an agreement with each of such consultants which assigns, transfers and conveys to Contractor all of such consultant's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.
- 1.6.5.3. If Contractor hires independent consultants, Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's independent consultants by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any such person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall remove from the Project Staff any such person refusing to undergo such background checks and any other such person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council or the Judicial Branch Entities.
- 1.6.6. Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.
- 1.6.7. Progress Reports. As directed by the Judicial Council, Contractor must deliver progress reports or meet with Judicial Council personnel on a regular basis to allow: (i) the Judicial Council to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

2. Delivery, Acceptance, and Payment

- 2.1. Delivery.** Contractor shall deliver to the Judicial Council the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the Judicial Council, Contractor will deliver all equipment purchased by the Judicial Council "Free on Board Destination Freight Prepaid" to the Judicial Council at the address and location specified by the

Judicial Council. Title to all equipment purchased by the Judicial Council vests in the Judicial Council upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the Judicial Council at the proper location.

2.2. Acceptance. All Work shall be deemed accepted unless the Judicial Council provides a written notice of rejection within 5 Business Days of delivery. The Judicial Council may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If the Judicial Council provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Work to the Judicial Council within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor's receipt of the Judicial Council's written acceptance of such corrected Work or the expiration of the review period without a further written rejection (each such event, an "Acceptance"); provided, however, that if the Judicial Council rejects any Work on at least two occasions, the Judicial Council may terminate that portion of this Agreement which relates to the rejected Work at no expense to the Judicial Council. A failure by a third-party data broker to comply with a deletion request shall not constitute a Defect or a failure by the Contractor to meet the Specifications, provided the Contractor has processed the request in accordance with the Agreement.

2.3. Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Judicial Council shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

3. Representations and Warranties. Contractor represents and warrants to the Judicial Council as follows:

3.1. Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Judicial Branch Entities under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor and its performance of its obligations under this Agreement comply with all Applicable Laws applicable to the provision of the Work; and (vii) Contractor pays all undisputed debts when they come due.

3.2. No Gratuities or Conflict of Interest. Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch

- Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 3.3. No Litigation.** No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.
- 3.4. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Judicial Council.
- 3.5. No Interference.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.
- 3.6. Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- 3.7. No Harassment / Nondiscrimination.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 3.8. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** If the Contract Amount is \$100,000 or more, Contractor is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 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.
- 3.9. National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal

court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

- 3.10. Child Support Compliance Act.** If the Contract Amount is \$100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies 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 (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 3.11. Intellectual Property.** Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Judicial Branch Entities' benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.
- 3.12. Work.** (i) the Work will be rendered with promptness and diligence and will be executed in a professional and workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will perform materially be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement;
- 3.13. Four-Digit Date Compliance.** Contractor will provide only Four-Digit Date Compliant Work to the Judicial Council. "Four-Digit Date Compliant" Work 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.
- 3.14. 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 Judicial Council 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.
- 3.15. Miscellaneous.** The rights and remedies of the Judicial Council provided in this Section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section 3 shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Judicial Council if any representation or warranty becomes untrue.

4. Intellectual Property

- 4.1 Access and Use Rights.** Contractor grants to the Judicial Branch Entities a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Contractor Materials strictly as incorporated into the Hosted Services, solely for the JBE's internal California judicial branch business and operations during the Term of this Agreement. For clarity, no license or right is granted to Contractor's or its licensors' underlying Source Code, and the JBE shall not modify, distribute, or create derivative works of the Contractor Materials.
- 4.2 Retention of Rights.** The Judicial Council retains all rights, title and interest (including all Intellectual Property Rights) in and to the Judicial Council Materials. Subject to the access rights granted herein, Contractor and its licensors retain all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials and the Services, including all underlying technology, software, and Source Code.

5. Confidentiality

- 5.1. General Obligations.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 5. The provisions of this Section 5 shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Notwithstanding any provision to the contrary, Contractor will keep all Personal Information confidential, unless otherwise authorized by the Judicial Council in writing.
- 5.2. Removal; Return.** Contractor will not remove any Confidential Information from Judicial Branch Entities' facilities or premises without the Judicial Council's express prior written consent. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations.
- 5.3. Breach of Confidentiality.** Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality

obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

6. Indemnification

- 6.1. General Indemnity.** Contractor shall indemnify, defend (with counsel reasonably satisfactory to the Judicial Council), and hold harmless Judicial Branch Entities and Judicial Branch Personnel against all third-party Claims founded upon or that arise out of or in connection with: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the "Covered Items"). 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 which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council 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 negligence or willful misconduct of the indemnified party.
- 6.2. Certain Remedies.** If any Covered Item provided under this Agreement becomes, or in Contractor's or the Judicial Council's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions: (a) secure for the Judicial Branch Entities the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement shall not materially degrade the operation or performance of the Covered Item; or (c) if neither (a) nor (b) is commercially reasonable, Contractor may terminate this Agreement as to the infringing Covered Item and refund any prepaid, unearned fees applicable to such Covered Item.

7. Insurance

7.1. General Requirements

- 7.1.1.** By requiring the minimum insurance set forth in this Agreement, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- 7.1.2.** The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or

minimum required limits which are applicable to a given loss shall be available to the Judicial Council in compliance with the insurance requirements set forth in this Agreement. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Judicial Council that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

- 7.1.3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Judicial Council, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.
- 7.1.4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Judicial Council. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the Judicial Council. The Judicial Council may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. Judicial Council may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.

- 7.1.5. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the Judicial Council any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
- 7.1.6. Contractor, prior to commencement of the Work, shall provide Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor

until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Judicial Council.

- 7.1.7. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the Judicial Council. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- 7.1.8. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- 7.1.9. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California
Contracts, Branch Accounting and Procurement
Attn: Certificate of Insurance, Contract Number **MA-SF2026-03**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

The Certificates of Insurance may also be emailed to:

Contracts@jud.ca.gov

- 7.1.10. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the Judicial Council may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.
- 7.1.11. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, Judicial Council may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 7.1.12. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the Judicial Council, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in

connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

- 7.1.13. Contractor shall provide the Judicial Council with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the Judicial Council's Project Manager.
- 7.1.14. Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by Judicial Council.
- 7.1.15. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the Judicial Council.

7.2. Individual Policy Requirements

7.2.1. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

7.2.2. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the Judicial Council certifying, under penalty of perjury, that it does not have employees. Upon the Judicial Council's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

7.2.3. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall

provide limits of not less than [one million dollars (\$1,000,000)] per claim or per occurrence and [two million dollars (\$2,000,000)] annual aggregate. If the policy is written on a “claims made” form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that Work commences pursuant to the Agreement.

7.2.4. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than [two million dollars (\$2,000,000)] per occurrence or claim, [two million dollars (\$2,000,000)] aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

7.2.5. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than [two million dollars (\$2,000,000)] per occurrence, and [two million dollars (\$2,000,000)] per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Judicial Council in the care, custody, or control of the Contractor. If not covered under Contractor’s technology professional liability errors and omissions insurance, such “property” coverage of the Judicial Council must be endorsed onto the Contractor’s Cyber Liability Policy.

7.2.6. Commercial Crime Insurance

This policy is required if Contractor handles or has regular access to Judicial Council's funds or property of significant value to the Judicial Council. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be one million dollars (\$1,000,000).

7.3. Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

8. Term / Termination.

- 8.1. Term.** This Agreement shall commence on the Effective Date and have an initial term of **three (3) years**. The Judicial Council may, at its sole option, extend the Term for up to **three (3) consecutive one-year periods subject to the pricing set forth in Appendix B**, at the end of which this Agreement shall expire. In order to extend the Term, the Judicial Council must notify Contractor in writing at least thirty (30) days prior to the end of the then current term.
- 8.2. Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. After receipt of such notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement. In the event of such termination, the Judicial Council shall remain liable for all fees and charges for Services provided through the effective date of termination, and any prepaid subscription fees shall be non-refundable.
- 8.3. Termination for Changes in Budget or Law.** The Judicial Council's payment obligations under this Agreement 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. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Judicial Council may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon at least thirty (30) days prior written Notice to Contractor without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
- 8.4. Early Termination.** The Judicial Council may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default and fails to cure such Default within thirty (30) days of receiving written notice thereof. The Judicial Council may also terminate this Agreement or limit Work (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Branch Entities if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii)

the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

8.5. Rights and Remedies of the Judicial Council

8.5.1. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council promptly if Contractor is in material Default, or if a Third Party claim or dispute is brought that alleges facts that would constitute a material Default under this Agreement. If Contractor is in material Default, the Judicial Council may do any of the following: (i) withhold a payment otherwise due to Contractor to the extent such payment relates directly to the disputed Work, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following notice and any applicable cure periods, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

8.5.2. If the Judicial Council terminates this Agreement or any Statement of Work in whole or in part for cause following the expiration of any applicable cure period, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers commercially reasonable and appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any reasonable excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Branch Entities for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council or Judicial Branch Entities. Contractor shall continue the Work not terminated hereunder.

8.5.3. In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor shall promptly provide the Judicial Council with a final export of Judicial Council Data, and return or destroy all Confidential Information in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not based on a Default, Judicial Council shall pay any fees due under this Agreement for the Services provided through the date of the Judicial Council's termination notice.

8.6. Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including Sections 3 through 12 of these General Terms and Conditions, and Appendix E.

- 8.7. Tax Delinquency.** Contractor must provide notice to the Judicial Council 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 Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 8.3 if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

9. Special Provisions.

- 9.1. Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions.** As required under Government Code sections 16645-16649, if the Contract Amount is \$50,000 or more, Contractor agrees that no Judicial Council funds received under this agreement will be used 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 Judicial Council funds were used for those expenditures and no reimbursement from the Judicial Council was sought for these costs. Contractor will provide those records to the Attorney General upon request.

- 9.2. Competitively Bid Contracts; Antitrust Claims.** If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

- 9.2.1. Contractor shall assign to the Judicial Council 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 Judicial Council pursuant to the bid. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. (GC 4552)
- 9.2.2. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- 9.2.3. Upon demand in writing by the Contractor, the Judicial Council 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 (1) the Judicial Council has not been injured thereby, or (2) the Judicial Council declines to file a court action for the cause of action. (GC 4554)

- 9.3. Iran Contracting Act.** If the Contract Amount is \$1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a

financial institution extending \$20,000,000 or more in credit to another person, for 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 Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

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

- 9.4.1. 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.
- 9.4.2. This Agreement is valid and enforceable only if sufficient funds are made available to the Judicial Council 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.
- 9.4.3. 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.
- 9.4.4. The Parties may amend the Agreement to reflect any reduction in funds.

10. Generative Artificial Intelligence

10.1. Definitions: the following terms shall be given the meanings shown below:

- 10.1.1. Artificial Intelligence or AI: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.
- 10.1.2. GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.
- 10.1.3. Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.
- 10.1.4. Generative AI (GenAI): an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system's training data.
- 10.1.5. Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

10.1.6. Materially Impacts: a Material Impact exists when:

10.1.6.1. the work using GenAI could have a significant, substantial effect on the Judicial Council system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to Judicial Council operations;

10.1.6.2. the work using GenAI could have a significant, substantial effect on the Judicial Council's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the Judicial Council; or

10.1.6.3. when failure to conduct work which uses GenAI in accordance with the Agreement would constitute a material breach under the Agreement.

10.1.7. Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Agreement. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

10.2. Contractor's Use of Judicial Council Data

Contractor shall not incorporate any confidential or non-public Judicial Council data into GenAI Training Data and shall not otherwise utilize confidential or non-public Judicial Council data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the Judicial Council specifying the confidential or non-public Judicial Council data that may be used along with the acceptable scope of such usage.

11. Generative AI Special Provisions

11.1. GenAI Additional Security Requirements

Contractor shall allow the Judicial Council reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Agreement and Judicial Council content, at no cost to the Judicial Council.

11.2. Confidentiality of Data and Prompts

Contractor shall protect from unauthorized use and disclosure any Prompts that Contractor provides to any GenAI in connection with this Agreement, as well as any Generated Data that is created based on Contractor provided Prompts.

11.3. Rights in Prompts and Generated Content

11.3.1. For the avoidance of doubt and for the purposes of this Agreement: (i) Judicial Council-provided Prompts and Generated Data created from a Judicial Council provided Prompt shall constitute a subset of the Judicial Council's data, and the Judicial Council owns all rights, title, and interest to such Prompts and Generated Data; and (ii) the Judicial

Council shall own all rights, title, and interest to any Prompts or Generated Data developed or produced by the Contractor as Deliverables pursuant to this Agreement.

11.3.2. Unless otherwise specified in this Agreement:

11.3.2.1. Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the Judicial Council in writing.

11.3.2.2. For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the Judicial Council an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

(i) Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the Judicial Council in writing.

(ii) For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the Judicial Council an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

12. General

12.1. Audits. Contractor shall allow the Judicial Council and its designees to review and audit Contractor's documents and records relating to this Agreement, upon reasonable advance written notice, during normal business hours, and no more than once per consecutive 12-month period. Such reviews shall be conducted remotely or electronically. Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct material errors and deficiencies within a mutually agreed timeframe. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

12.2. References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

- 12.3. Assignment.** This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the Judicial Council, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.
- 12.4. Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, (c) sent by overnight air courier, or (d) sent by electronic mail (email), provided that the sending party can demonstrate successful transmission without receiving a delivery failure notification, in each case properly posted and fully prepaid (if applicable) to the appropriate address and recipient set forth below:

If to Contractor:	If to the Judicial Council:
<u>Kelsi Strutton, Project Manager</u> 25910 Acero Road, Suite 240 Mission Viejo, CA 92691 With a copy to: kelsi.strutton@ironwall.com	Chandra Mahadevan-t, Contractor Architect 455 Golden Gate Avenue San Francisco, CA 94102 With a copy to: Chandra.mahadevan-t@jud.ca.gov Samblackney@jud.ca.gov

Either party may change its address for notification purposes 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) Business days after deposit in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or on the same Business Day if sent by email before 5:00 PM Pacific Time (otherwise on the next Business Day).

- 12.5. Independent Contractors.** Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Judicial Branch Entities or Judicial Council Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.
- 12.6. Covenant of Further Assurances.** Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further reasonably necessary legal instruments and perform any commercially reasonable acts that are or may become necessary to effectuate the purposes of this Agreement.
- 12.7. Publicity.** News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the Judicial Council.

- 12.8. Third Party Beneficiaries.** Except for the Judicial Branch Entities, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.
- 12.9. Governing Law; Jurisdiction; and Venue.** 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. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.
- 12.10. Follow-On Contracting.** Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.
- 12.11. Order of Precedence.** Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Statement of Work; (v) Appendix E – Unruh Civil Rights Act and FEHA Certification; (vi) Appendix F – Participating Addendum; and (vii) any exhibits to the Agreement. | |
- 12.12. Miscellaneous.** This Agreement has been arrived at through negotiation between the Parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Contractor shall perform the Work in accordance with the timelines and service levels specified in this Agreement. Unless otherwise approved by the Judicial Council in writing in advance, core data hosting Work may not be performed outside of the United States, provided that Contractor's personnel and Subcontractors may access the platform and provide support, maintenance, and development services remotely from Contractor's international business locations. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

END OF APPENDIX C

APPENDIX D

DEFINED TERMS¹

As used in this Agreement, the following terms have the indicated meanings:

“Acceptance” is defined in Appendix C, Section 2.2.

“Agreement” means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), Appendix E (Unruh Civil Rights Act and FEHA Certification), and Appendix F – (Participating Addendum).

“Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

“Artificial Intelligence or AI” is defined in Appendix C, Section 10.1.

“Business Day” means any day other than Saturday, Sunday or a scheduled Judicial Council holiday.

“Claims” means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.

“Confidential Information” means: (i) any information related to the business or operations of Judicial Branch Entities, including court records, and information relating to court proceedings, security practices, and business methodologies, (ii) information relating to Judicial Branch Entities’ personnel, users, contractors, or agents, including information that the Judicial Council’s personnel, agents, and users upload, create, access or modify pursuant to this Agreement; (iii) all financial, statistical, technical and other data and information of the Judicial Branch Entities (and proprietary information of third parties provided to Contractor), including trade secrets and other intellectual property, or proprietary information; (iv) data and information that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (v) Personal Information, Deliverables, Developed Materials, and Judicial Council Materials. Confidential Information does not include information (that Contractor demonstrates to the Judicial Council’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the Judicial Council’s first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include

¹ Additional capitalized terms may be defined in the other Appendices to this Agreement.

anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Contract Amount” has the meaning set forth on the Coversheet.

“Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.

“Contractor Project Manager” means the employee identified in a Statement of Work as the Contractor project manager.

“Contractor Work Location(s)” means any location (except for a Judicial Council Work Location) from which Contractor provides Work.

“Contractor Materials” means Materials owned or developed prior to the provision of the Work, or developed by Contractor independently from the provision of the Work and without use of the Judicial Council Materials or Confidential Information.

“Coversheet” refers to the first sheet of this Agreement.

“Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Judicial Council Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to Judicial Council policies or procedures.

“Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach (or in the opinion of the Judicial Council, 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (y) ensure that these obligations are legal, valid, and binding, or (z) make this Agreement admissible when required is not fulfilled or performed.

“Defect” means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

“Deliverables” means any Developed Materials, Contractor Materials, Third Party Materials, or any combination thereof (including those identified as “Deliverables” in a Statement of Work, together with all Upgrades thereto), as well as any other items, goods, or equipment provided pursuant to the Work (except the Licensed Software).

“Developed Materials” means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or Judicial Council Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to

Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

“Documentation” means all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Work; together with all Upgrades thereto.

“Effective Date” has the meaning set forth on the Coversheet.

“Establishing JBE” is defined on the Coversheet.

“GenAI Training Data” is defined in Appendix C, Section 10.1.

“Generated Data” is defined in Appendix C, Section 10.1.

“Generative AI (GenAI)” is defined in Appendix C, Section 10.1.

“Hallucination” is defined in Appendix C, Section 10.1.

“Hosted Services” means any cloud-based services, hosted service (including hosted services relating to the Licensed Software), software as a service, or other Internet or network-based services provided under the Agreement.

“Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

“IT Infrastructure” means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

“JBEs” and **“JBE”** are defined on the Coversheet.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means the Establishing JBE listed in Appendix A:

- Superior Courts
- Appellate Courts
- Supreme Court
- Judicial Council

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Judicial Council” has the meaning defined in the coversheet of this Agreement.

“Judicial Council Contractors” means the agents, subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

“Judicial Council Data” means the Confidential Information, Personal Information, and any information, data, or content that is provided to or accessed by Contractor.

“Judicial Council Project Manager” means the individual appointed by the Judicial Council to communicate directly with the Contractor Project Manager.

“Judicial Council Work Locations” means any Judicial Council facility at which Contractor provides Work.

“Judicial Council Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a Judicial Council Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means the Judicial Council and any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity

“Malicious Code” means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Judicial Branch Entities’ hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

“Materially Impact” is defined in Appendix C, Section 10.1.

“Materials” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

“Participating Addendum” is defined in Appendix A.

“Participating Entities” and **“Participating Entity”** are defined on the Coversheet.

“Parties” means the Judicial Council and Contractor, collectively.

“Party” means either the Judicial Council or Contractor, as the case may be.

“Personal Information” means any personally-identifiable information (e.g., person’s name, address, credit card number, email address) that is provided, generated, collected, accessed, stored or obtained pursuant to this Agreement, including transactional and other data pertaining to individuals.

“Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

“Prompt” is defined in Appendix C, Section 10.1.

“Source Code” means human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.

“Specifications” means with respect to each Deliverable, Licensed Software, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements.

“Statement of Work” means one or more statements of Work to be provided pursuant to and governed under the terms of this Agreement, substantially in the form attached as Appendix A, as agreed to by the Parties.

“Subcontractor” means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

“Term” means the term of this Agreement.

“Termination Assistance Period” means the period commencing upon the expiration or termination of this Agreement and each Statement of Work and expiring six (6) months thereafter, as such period may be extended by the Parties.

“Third Party” means any person or entity other than the Judicial Council or Contractor.

“Third Party Materials” means Materials that are licensed or obtained by Contractor from a Third Party.

“Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, patches for, the Licensed Software, Deliverables, Documentation, or any other portion of the Work.

“Work” means each of the following, individually and collectively: the services (including the Maintenance and Support Services, and the Hosted Services), Deliverables, Licensed Software, goods (including equipment) and materials provided under this Agreement, including those services and Deliverables set forth in a Statement of Work, and any incidental services, items, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Statement of Work), but which are required for the performance of Contractor’s obligations and delivery of services.

“Workaround” means a temporary modification to or change in operating procedures for the Work that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Work complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Work or any reloading of data; and (iii) does not otherwise impose any requirements that would impede an end user’s efficient use of the Work.

“Work Location(s)” means any Judicial Council Work Location or Contractor Work location.

END OF APPENDIX D

APPENDIX E

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 <i>(Printed)</i>		FEDERAL ID NUMBER
BY <i>(Authorized Signature)</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING		DATE EXECUTED
Executed in the County of	in the State of	

END OF APPENDIX E

APPENDIX F

PARTICIPATING ADDENDUM

1. This Participating Addendum is made and entered into as of _____ (“Participating Addendum Effective Date”) by and between the _____ [add full name of the JBE] (“JBE”) and **360Civic Inc DBA Ironwall by Incogni** (“Contractor”) pursuant to the Master Agreement number **MA-SF2026-03** (“Master Agreement”) dated **July 1, 2026** between the Judicial Council of California (“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 place orders for the Services using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order 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 this 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 purchase orders.
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: **June 30, 2029**.

1. The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

1.1. See Master Agreement, Appendix A, Section 3, Description of Services.

2. Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>Kelsi Strutton, Project Manager</u> <u>25910 Acero Road, Suite 240</u> <u>Mission Viejo, CA 92691</u> <u>With a copy to:</u> <u>kelsi.strutton@ironwall.com</u>	<u>Add name</u> <u>Title</u> <u>Address</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.

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

[Add full name of the JBE]	360Civic Inc DBA Ironwall by Incogni
SIGNATURE:	SIGNATURE:
NAME PRINTED:	NAME PRINTED: Ron Zayas, CEO
TITLE:	TITLE: 25910 Acero Road, Suite 240 Mission Viejo, CA 92691

END OF APPENDIX F

END OF AGREEMENT