APPENDIX E

Participating Addendum

Revision No. 2

* + - 1. This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[add full name of the JBE]*** (“JBE”) and **VITAC Corporation** (“Contractor”) pursuant to the Master Agreement # **MA-SF202102** (“Master Agreement”) dated **July 1, 2021** 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 Work Orders and 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. The Establishing JBE, or under a Participating Addendum a Participating Entity, may at its option place work orders for the Services using **VITAC’s online ordering system (https://order.vitac.com) for real-time captions or customized Work Orders Request Form – Appendix F – for offline captioning services** subject to and governed by the terms of the Master Agreement and the Participating Addendum. Any work request 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 Services.
      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, 2026*** *– may not exceed the term of the Master Agreement*]. ***[REVISED]***
      7. The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:
* ***Options for ordering, including description of Services and/or Deliverables and timeline for completion of work.***
  + - 1. Any notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the JBE:** |
| VITAC Corporation  Attn: Nafeesah Pierkhan  8300 E. Maplewood Ave, Suite 310  Greenwood Village, CO 80111 | [name, title, address] |
| With a copy to: | With a copy to: |
| nafeesah.pierkhan@verbit.ai |  |

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.

* + - 1. 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.

***[JBE]*** ***VITAC COPORATION***

By: By: Name: Name:

Title: Title: