JUDICIAL COUNCIL OF CALIFORNIA STANDARD AMENDMENT COVERSHEET

	33-0888748
	FEDERAL EMPLOYER ID NUMBER
MA-202101	4
MASTER AGREEMENT NUMBER	AMENDMENT NUMBER

- 1. All capitalized terms not defined in this amendment ("Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **GovernmentJobs.com**, **Inc. dba NEOGOV** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.
- 2. This Amendment becomes effective on: July 1, 2025.
- 3. The parties hereby agree to amend the Agreement as follows:
 - a. Pursuant to Exhibit C, Master Agreement Terms and Conditions, Paragraph 1,Term, the Judicial Council hereby exercises its option to extend the Agreement for the Second Option Term period beginning July 1, 2025 and ending June 30, 2026. The expiration date of the Agreement is hereby changed from June 30, 2025 to June 30, 2026.
 - b. **Exhibit B, Pricing and Payment Revision 1** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit B, Pricing and Payment Revision 2** attached hereto and incorporated herein.
 - c. Exhibit C, Master Agreement Terms and Conditions, Section 23, Requests, Communication; Notice of the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit C, Master Agreement Terms and Conditions, Section 23, Requests, Communication; Notice, attached hereto and incorporated herein, which revises the address and telephone number of the Judicial Council Project Manager.
- 4. Except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) GovernmentJobs.com, Inc. dba NEOGOV
BY (Authorized Signature)	BY (Authorized Signature)
* Tracy Matthews	DocuSigned by:
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Tracy Matthews Supervisor, Contracts	Alex Chun, CFO
DATE EXECUTED	DATE EXECUTED
04/30/2025	April 28, 2025
ADDRESS Attn: Branch Accounting and Procurement 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 2120 Park Place, Suite 200 El Segundo, CA 90245

EXHIBIT B - Revision 2

PRICING AND PAYMENT

1. Pricing

The price schedule is set forth below:

Requirement	Description	Pricing	Software Price
		Court Size (# of EE's)	Governmentjobs.com Subscription Annual License
Online Employment		0-49	\$561.83
Online Employment Recruitment Software		50-150	\$1359.63
and Support	Software Application	151-300	\$1359.63
		301-499	\$1359.63
		500-749	\$2121.03
		750-999	\$2121.03
		1000-1999	\$3208.75
		2000-4499	\$5384.17
		4500+	\$5384.17
		Court Size (# of EE's)	Insight Annual License
		0-49	\$3203.51
		50-150	\$4117.46
		151-300	\$6910.69
		301-499	\$9591.65
		500-749	\$11799.38
		750-999	\$13484.5
		1000-1999	\$21233.65
		2000-4499	\$31690.98
		4500+	\$33377.20
		Court Size (# of EE's)	Onboard Annual License
		0-49	\$2803.07
		50-150	\$3602.77
		151-300	\$6046.85
		301-499	\$8392.69
		500-749	\$10324.46
		750-999	\$11798.99
		1000-1999	\$18579.44
		2000-4499	\$27729.61
		4500+	\$29205.05

Implementation:	•	cess: (One-Time Cost)
	Court Size (# of EE's)	Insight Setup
	0-49	\$1605.24
	50-150	\$2140.32
	151-300	\$2675.4
	301-499	\$2675.4
	500-749	\$3745.56
	750-999	\$3745.56
	1000-1999	\$5350.8
	2000-4499	\$8026.2
	4500+	\$8026.2
	Court Size (# of EE's)	Onboard Setup
	0-49	\$1605.24
	50-150	\$1605.24
	151-300	\$1605.24
	301-499	\$1605.24
	500-749	\$2140.32
	750-999	\$2140.32
	1000-1999	\$4280.64
	2000-4499	\$5350.8
	4500+	\$5350.8
Training:		licable): (One-Time Cost)
Training:	Training price (if app Court Size (# of EE's)	Insight Online Training
Training:	Court Size (# of EE's) 0-49	Insight Online Training \$1605.24
Training:	Court Size (# of EE's) 0-49 50-150	Insight Online Training \$1605.24 \$2140.32
Training:	Court Size (# of EE's) 0-49 50-150 151-300	\$1605.24 \$2140.32 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499	\$1605.24 \$2140.32 \$2675.4 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749	\$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999	\$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999	\$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's)	\$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49	\$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 \$1070.16 \$1605.24
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150 151-300	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 Onboard Online Training \$1070.16 \$1605.24 \$1605.24
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150 151-300 301-499	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 Onboard Online Training \$1070.16 \$1605.24 \$1605.24 \$1605.24
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 Onboard Online Training \$1070.16 \$1605.24 \$1605.24 \$1605.24 \$2140.32
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Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 Onboard Online Training \$1070.16 \$1605.24 \$1605.24 \$1605.24 \$2140.32 \$2140.32 \$2140.32
Training:	Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999 1000-1999 2000-4499 4500+ Court Size (# of EE's) 0-49 50-150 151-300 301-499 500-749 750-999	Insight Online Training \$1605.24 \$2140.32 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$2675.4 \$5350.8 \$5350.8 \$0nboard Online Training \$1070.16 \$1605.24 \$1605.24 \$2140.32 \$2140.32

	Software Maintenance/Support:	Software Maintenance/Support: Included in Annual License Cost	
	Other Applicable Costs: Indicate whether or not there are any other applicable costs (please itemize)		
Other features available at additional cost above and beyond the core software application	Description	Pricing Background check cost:	
Background check services	Employment background check for selected applicants	Pricing will vary based on selected background check vendor.	
Services suj	Text messaging to support recruitment activities:	Text Messaging App Cos	t:
		Court Size (# of EE's)	CTM Annual License
		049	\$160.17
		50150	\$205.87
		151300	\$366.11
		301499	\$479.58
		500749	\$589.96
		750999	\$674.23
		10001999	\$1061.68
		20004499	\$1584.54
		4500+	\$1668.86
Supplemental On-site Training*	Supplemental on-site training following Go-Live *On-site training offerings only to be provided if conditions	\$5,145.00 for one day \$2,572.00 per day for additional	l, sequential days
	training following Go-Live *On-site training offerings only to be	•	l, sequential (

Pricing model based on individual Purchasing Group member employee count.

The prices schedules set forth above are valid for the initial term of this Master Agreement, as set forth in Exhibit C, paragraph 1 (Term). If the Judicial Council elects to extend the term of this Master Agreement, pursuant to Exhibit C, paragraph 1 (Term), the Judicial Council may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.

^{*}EE = Employee count which includes the annual total of full-time, part-time, seasonal, and temporary staff.

2. Payment Schedule

A. Non-Recurring Costs

Non-recurring costs for implementation (Provisioning) and training are due and payable after successful delivery and acceptance of the agency web pages by the Purchasing Group member pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).

B. Software Subscription License ([TBD])

Software Subscription License ([TBD]) fees are due and payable as set forth below:

- Initial Annual License Fee (After Installation and Acceptance) One hundred percent of the annual license fee
 is due and payable after successful delivery and acceptance of agency web pages by the Purchasing Group
 member, pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).
- Subsequent Annual License Fees The annual license fee is due each year on the anniversary date of the initial license fee. Contractor will invoice the Purchasing Group member for the annual license f ee (see Exhibit C, paragraph 11, Invoices, Payment and Setoff).
- **3.** Payment will be provided to Contractor by the Purchasing Group member within 45 days of receipt of a correct invoice as described in Exhibit C, paragraph 11 (Invoices, Payment and Setoff).
- 4. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Contractor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.

END OF EXHIBIT B - Revision 2

The following list includes provision(s) incorporated into Exhibit C, Master Agreement Terms and Conditions, Section 23, Requests, Communication; Notice of the Agreement.

23. REQUESTS; COMMUNICATION; NOTICE [REVISED]

(a) All requests, communications and notices concerning this Master Agreement must be made through the Judicial Council Project Manager. Notice to the Judicial Council must be in writing and be delivered to the Judicial Council Project Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Atul Bector, Judicial Council Project Manager Human Resources | Administrative Division Judicial Council of California 455 Golden Gate Avenue [Revised] San Francisco CA 94102-3688 [Revised]

(b) Any notice or information that is required to be delivered to the Judicial Council Project Manager will be delivered to the following address:

Atul Bector, Judicial Council Project Manager Human Resources | Administrative Division Judicial Council of California 455 Golden Gate Avenue [Revised] San Francisco CA 94102-3688 [Revised] Telephone: 415-865-7983 [Revised]

(c) Notice to Contractor concerning this Master Agreement or any Work Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, f irst-class and pre-paid with return receipt requested:

Name: Accounting Department

CC: Legal Department

Customer Support Team customersupport@neogov.net

Address:

300 Continental Blvd., Suite 565 El Segundo, CA 90245

Email:

billing@neogov.net CC: legal@neogov.net

- (d) Notice concerning this Master Agreement or any Work Order is effective on receipt; however, any correctly addressed written notice that is ref used, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.
- (e) Except as otherwise provided in <u>paragraph 7 (Dispute Resolution)</u>, all requests, communications and notices concerning a Work Order between Contractor and a Purchasing Group member must be made through the Work Order Project Manager for the Purchasing Group member.

END OF LIST