

MASTER AGREEMENT

AGREEMENT NUMBER
MA-2026-01
FEDERAL EMPLOYER ID NUMBER
33-0888748

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Governmentjobs.com, Inc. (D/B/A NEOGOV)**, 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”). The Judicial Council, at its sole discretion, may exercise up to two (2) additional one-year option terms to extend the Agreement through **June 30, 2031**.
3. The title of this Agreement is: Master Agreement for **Internet-Based Employment Recruitment Software Application and Maintenance Services**.

The title listed above is for administrative reference only and does 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 (which are incorporated herein by reference), and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous and contemporaneous proposals, both oral and written, negotiations, representations, commitments, writings, understandings, and all other communications between the parties. For the avoidance of doubt, no clickwrap, browsewrap, online terms, or other terms apply unless expressly incorporated by written amendment executed by both parties.

Appendix A – Description of Services

Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

Appendix E – Software and Data Provisions

Appendix F – NEOGOV Service Level Warranties

Appendix G – Participating Addendum

Appendix H – Unruh Civil Rights Act and FEHA Certification

Appendix I – Services Agreement

Appendix J – NEOGOV AI Addendum

Appendix K – NEOGOV Accessibility Statement

[Signature Page Follows]

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	Governmentjobs.com, Inc. (D/B/A NEOGOV), a California corporation
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Alex Chun
DATE EXECUTED June 30, 2026	DATE EXECUTED 6/29/2026
ADDRESS 2850 Gateway Oaks Drive, Ste. 300 Sacramento, CA 95833-4348	ADDRESS 2120 Park Place, Ste. 100 El Segundo, CA 90245

APPENDIX A

Description of Services

1. Background, Purpose, and Ordering.

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Services as further described in Section 2 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.2** Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix G to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.4** 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.
- 1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by

such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

2. Services.

2.1 General Description. Contractor will provide an internet-based employment recruitment software application as a means of publicizing job openings and receiving, storing, and processing applications for the JBEs. All functions, features, reports, etc., will be accessed via the Internet. The JBEs will submit all required information online. Contractor will publicize and post the JBEs' recruitments, collect and retain applications and make them available to the appropriate JBE.

2.2 Specific Requirements. Contractor's internet-based employment recruitment software application must provide the following functionality and related services:

2.2.1 Recruitment.

- a. Customized online job application.
- b. Each applicant can complete the online application.
- c. Ability to upload application materials received outside of the system.
- d. Job posting on external sites will link and integrate with the JBE website.
- e. Online job announcements and descriptions can be posted on internal and external sites.
- f. Ability to save job posting templates for various types of jobs such as professional, hourly, temporary, and contractors.
- g. Attract "passive" applicants by requiring them to fill generic application with a desired position.
- h. JBE employees have access to and can proactively search applicant database.
- i. Real-time database of all applicant information.
- j. Ability for the recruiter or the JBE staff to move applicants throughout the recruitment process steps such as "route," "reject," "interviews," "references," "offer," and "hired."
- k. Update applicants on the status of their application, provide interview reminders, alert them to any next steps in the process via email notifications.

- l.** Central repository for JBE applicants statewide.
- m.** Ability to upload historical data from existing Human Resources Information Systems (HRIS) or applicant tracking system.
- n.** Ability to define security levels and access for hiring managers, directors, and Human Resources department.
- o.** Ability to print or share application material with other interested parties.
- p.** Ability to notify managers once the job is closed.
- q.** Ability to enter notes for each applicant.
- r.** Ability to link applicant's application material to other jobs.
- s.** Ability to send emails or messages to the applicants through the application.
- t.** Ability to schedule or enter interviews in the application.
- u.** Generate recruitment letters and emails (e.g. application acknowledgement, exam/interview appointments, letter of employment, regrets, etc.).

2.2.2 Selection.

- a.** Create, store, and re-use customized supplemental questions.
- b.** Screen applicants automatically as they apply.
- c.** Provide scoring plan options per recruitment or copy existing scoring plans.
- d.** Provide automatic test processing.
- e.** Provide test analysis and passpoint setting.
- f.** Score, rank, and refer applicants.
- g.** Create and maintain certification/eligibility lists.
- h.** Ability to save old or new examination material.

2.2.3 Applicant Tracking.

- a.** Automatic notification to the applicants confirming their application has been received.
- b.** Track applicants based on their skillset/education/experience and match them with the associated classification and salary range.
- c.** Track applicant status throughout the steps of the recruitment process.
- d.** Track completion of written and oral exams.
- e.** Track interview logistics.
- f.** Detailed applicant history record.
- g.** Track new hire orientation, on-boarding and I-9 form completion for all associated new hires.
- h.** Send confirmation emails to the JBEs and the applicants when new hire orientation, on-boarding, and I-9 forms are completed.
- i.** Ability to track all messages sent to the applicants.

2.2.4 Reporting and Analysis.

- a. Collect and report on EEO data.
- b. Analyze and report on applicant flow.
- c. Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- d. Collect and report applicant sourcing information and other operational reports.
- e. Recruitment Reports; the following list includes, but is not limited to; reports that may be printed by the JBE administrative staff:
 - i. Ability to report on the job status.
 - ii. Applicant status report as they progress during the application process such as “route,” “reject,” “interviews,” “offer,” or “hired.”
 - iii. New hire orientation tracking.
 - iv. I-9 verification tracking.
 - v. Monthly recruiting report for all the jobs.
 - vi. Report about issues reported, date of resolution, and/or detailed status of all pending issues.
 - vii. Year-end recruitment summary report.

2.2.5 Internal Human Resource Automation.

- a. Create and route job requisitions.
- b. Refer and certify applicants electronically.
- c. Scan paper application materials.

2.2.6 Software Application Upgrades.

Software application upgrades to purchased features and functionality are required. Upgrades must be automatic and available upon the next login following an upgrade rollout.

2.2.7 Technical Requirements.

- a. Contractor must provide secured access and a controlled environment.
- b. Contractor must use the most up to date secure authentication application.
- c. Application must require minimal local information technology (IT) support.
- d. Contractor must host the application.
- e. Application must be compatible with SAP (file exportable into SAP) and other Human Resources Information Systems (HRIS) systems.
- f. Application must be fully web-based.
- g. Contractor must be able to provide all technical support.
- h. Data back-up must use a multifaceted disaster recovery model.
- i. Web pages must be customizable.
- j. Application must be compatible with multiple browsers.
- k. Contractor must provide a separate environment for testing so that live data is not manipulated.

- I. Application must operate on a multi-tiered load balanced architecture and modular design to add new users and products without interruption.

2.2.8 Security.

- a. Applications will be password protected with user level permissions.
- b. Contractor will provide at its facility internet security and systems personnel available 24/7 to monitor, manage, and maintain firewalls and servers.
- c. Contractor will have no ownership rights to data provided by the JBE and must be exportable by the JBEs.

2.2.9 Support.

- a. Phone support for the Services is available to JBE Monday through Friday, excluding Contractor holidays. A JBE may submit a request for online support for the Services 24 hours a day, seven days a week, and the Contractor support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

2.2.10 Implementation.

- a. For Services requiring implementation, Contractor implementation supplements the Training Materials (as defined in Appendix I (Services Agreement)) and is conducted off-site unless otherwise agreed in the Order Form (as defined in Appendix I (Services Agreement)). For an additional fee as detailed on an applicable Order Form, Contractor personnel will provide consultation on best practices for setting up the Services, answer JBE questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins (as defined in Appendix I (Services Agreement)) grasp the system. The length of the implementation time is dependent on the type of Service and the JBE's responsiveness. Contractor is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by JBE's delay in performing its obligations hereunder and, in the event of any such delay, Contractor may, in its sole discretion, extend all performance dates as Contractor deems reasonably necessary.

2.3 Description of Deliverables. As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products ("Deliverables"):

- a. **To Establishing JBE only:** Contractor shall provide monthly reports to the designated Judicial Council contact (jeff.utberg@jud.ca.gov) no later than thirty (30) days after the end of each quarter and shall include a list of JBEs that have entered into a Participating Addendum along with the names and addresses of the locations serviced. The report will also contain a report

- b. summarizing all issues opened, continuing, or closed during the preceding calendar month. Additionally, the monthly report will provide a summary containing a breakdown of the number of JBEs and locations added during the months reported.
- c. **To Participating JBEs:** In connection with the implementation of the internet-based employment recruitment software application, Contractor will provide an implementation plan that includes, but is not limited to, kick off program meetings, identification of the JBE's responsibilities, pre-implementation activities, and follow-on training and support, as may be further specified in a purchase order or Participating Addendum.

2.4 Omitted

2.5 Timeline. Contractor must perform the Services and deliver the Deliverables according to the following timeline:

Prior to a JBE's implementation of the internet-based employment recruitment software application, Contractor will provide an implementation plan that includes, but is not limited to, kick off program meetings, identification of the JBE's responsibilities, pre-implementation activities, and follow-on training and support. Completion of each JBE's implementation will occur within a timeline mutually agreed by the parties unless otherwise noted in the Participating Addendum.

2.6 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Atul Bector**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Lindsey Gerber**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

2.7 Service Warranties. Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall apply during the subscription term. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

2.8 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

2.9 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

2.10. Omitted

- 3. Acceptance.** Contractor warrants that the Deliverables will materially conform to the applicable specifications and documentation set forth in this Agreement or the Participating Addendum, as applicable. If a JBE reasonably determines that a Deliverable does not materially conform to such specifications or documentation, the JBE shall provide Contractor with written notice describing the alleged nonconformance in reasonable detail. Contractor shall have thirty (30) days following receipt of such notice to cure the nonconformance or provide a mutually agreed plan for curing the nonconformance within a reasonable period of time. If Contractor fails to cure the nonconformance within such thirty (30) day period (or such other agreed cure period), the JBE may terminate the affected portion of the Participating Addendum upon written notice to Contractor, without further liability for the terminated Deliverable.

ATTACHMENT 1

Acceptance and Signoff Form

Description of Services provided by Contractor: _____

Date submitted to the JBE: _____

The Services are:

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

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

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

Please note level of satisfaction:

☐ Poor ☐ Fair ☐ Good ☐ Very Good ☐ Excellent

Comments, if any:

☐ The Services listed above are accepted.

☐ The Services listed above are rejected.

Name: _____

Title: _____

Name of JBE: _____

Date: _____

APPENDIX B

Payment Provisions

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE 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.

- 2. Compensation for Services.**

Reference is made to the Services Agreement for payment and invoicing provisions. Pricing shall be as set forth below for the initial three-year term.

[Pricing Sheet Follows]

PRICING SHEET

Requirement	Description	Pricing (indicate if pricing is taxable or nontaxable)	
		Court Size (# of FTE)	NEOGOV Annual Pricing
Online employment recruitment software and support	Software application: Attract Insight Onboard Governmentjobs.com (Cost for agencies with 4500 or more employees can be found in the attached full price book). (IN=product name, L= License, 0-49 = employee count)	Insight	
		IN-L-0-49	\$6,336.50
		IN-L-50-99	\$6,336.50
		IN-L-100-149	\$8,144.30
		IN-L-150-199	\$10,400.60
		IN-L-200-249	\$12,145.15
		IN-L-250-299	\$13,668.90
		IN-L-300-349	\$15,051.20
		IN-L-350-399	\$16,209.25
		IN-L-400-449	\$17,591.55
		IN-L-450-499	\$18,971.55
		IN-L-500-599	\$20,295.20
		IN-L-600-699	\$22,083.45
		IN-L-700-799	\$23,672.75
		IN-L-800-899	\$25,005.60
		IN-L-900-999	\$26,338.45
		IN-L-1000-1249	\$28,761.50
		IN-L-1250-1499	\$32,145.95
		IN-L-1500-1749	\$35,861.60

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

		IN-L-1750-1999	\$40,245.40
		IN-L-2000-2499	\$42,874.30
		IN-L-2500-2999	\$47,087.90
		IN-L-3000-3499	\$53,258.80
		IN-L-3500-3999	\$58,443.00
		IN-L-4000-4499	\$62,683.05
		Onboard	
		ON-L-0-49	\$5,544.15
		ON-L-50-99	\$5,544.15
		ON-L-100-149	\$7,126.55
		ON-L-150-199	\$9,099.95
		ON-L-200-249	\$10,627.15
		ON-L-250-299	\$11,960.00
		ON-L-300-349	\$13,169.80
		ON-L-350-399	\$14,182.95
		ON-L-400-449	\$15,392.75
		ON-L-450-499	\$16,600.25
		ON-L-500-599	\$17,758.30
		ON-L-600-699	\$19,322.30
		ON-L-700-799	\$20,713.80
		ON-L-800-899	\$21,879.90
		ON-L-900-999	\$23,046.00
		ON-L-1000-1249	\$25,166.60
		ON-L-1250-1499	\$28,127.85

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with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

		ON-L-1500-1749	\$31,378.90
		ON-L-1750-1999	\$35,214.15
		ON-L-2000-2499	\$37,515.30
		ON-L-2500-2999	\$41,202.20
		ON-L-3000-3499	\$46,601.45
		ON-L-3500-3999	\$51,137.05
		ON-L-4000-4499	\$54,848.10
		Attract	
		AT-L-0-49	\$6,154.80
		AT-L-50-99	\$6,154.80
		AT-L-100-149	\$7,910.85
		AT-L-150-199	\$10,102.75
		AT-L-200-249	\$11,799.00
		AT-L-250-299	\$13,277.90
		AT-L-300-349	\$14,621.10
		AT-L-350-399	\$15,745.80
		AT-L-400-449	\$17,089.00
		AT-L-450-499	\$18,429.90
		AT-L-500-599	\$19,714.45
		AT-L-600-699	\$21,452.10
		AT-L-700-799	\$22,996.55
		AT-L-800-899	\$24,291.45
		AT-L-900-999	\$25,586.35
		AT-L-1000-1249	\$27,940.40

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		AT-L-1250-1499	\$31,227.10
		AT-L-1500-1749	\$34,836.95
		AT-L-1750-1999	\$39,095.40
		AT-L-2000-2499	\$41,649.55
		AT-L-2500-2999	\$45,742.40
		AT-L-3000-3499	\$51,736.20
		AT-L-3500-3999	\$56,773.20
		AT-L-4000-4499	\$60,892.50
		Governmentjobs.com	
		GJ-L-0-49	\$1,023.50
		GJ-L-50-99	\$1,397.25
		GJ-L-100-149	\$2,561.05
		GJ-L-150-199	\$2,561.05
		GJ-L-200-249	\$2,561.05
		GJ-L-250-299	\$2,561.05
		GJ-L-300-349	\$2,561.05
		GJ-L-350-399	\$2,561.05
		GJ-L-400-449	\$2,561.05
		GJ-L-450-499	\$2,561.05
		GJ-L-500-599	\$3,995.10
		GJ-L-600-699	\$3,995.10
		GJ-L-700-799	\$3,995.10
		GJ-L-800-899	\$3,995.10
		GJ-L-900-999	\$3,995.10

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		<table><tr><td>GJ-L-1000-1249</td><td>\$6,044.40</td></tr><tr><td>GJ-L-1250-1499</td><td>\$6,044.40</td></tr><tr><td>GJ-L-1500-1749</td><td>\$6,044.40</td></tr><tr><td>GJ-L-1750-1999</td><td>\$6,044.40</td></tr><tr><td>GJ-L-2000-2499</td><td>\$6,044.40</td></tr><tr><td>GJ-L-2500-2999</td><td>\$10,143.00</td></tr><tr><td>GJ-L-3000-3499</td><td>\$10,143.00</td></tr><tr><td>GJ-L-3500-3999</td><td>\$10,143.00</td></tr><tr><td>GJ-L-4000-4499</td><td>\$10,143.00</td></tr><tr><td></td><td></td></tr></table>	GJ-L-1000-1249	\$6,044.40	GJ-L-1250-1499	\$6,044.40	GJ-L-1500-1749	\$6,044.40	GJ-L-1750-1999	\$6,044.40	GJ-L-2000-2499	\$6,044.40	GJ-L-2500-2999	\$10,143.00	GJ-L-3000-3499	\$10,143.00	GJ-L-3500-3999	\$10,143.00	GJ-L-4000-4499	\$10,143.00												
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GJ-L-3500-3999	\$10,143.00																															
GJ-L-4000-4499	\$10,143.00																															
	Implementation: Attract Insight Onboard *Implementation is a one-time setup cost. (Cost for agencies with 4500 or more employees can be found in the attached full price book) (IN=product name, S= Service, 0-49 = employee count)	<table><tr><td colspan="2">Implementation price:</td></tr><tr><td colspan="2">Insight Implementation Cost</td></tr><tr><td>IN-S-0-49</td><td>\$5,020.90</td></tr><tr><td>IN-S-50-99</td><td>\$5,020.90</td></tr><tr><td>IN-S-100-149</td><td>\$6,694.15</td></tr><tr><td>IN-S-150-199</td><td>\$7,531.35</td></tr><tr><td>IN-S-200-249</td><td>\$8,368.55</td></tr><tr><td>IN-S-250-299</td><td>\$8,368.55</td></tr><tr><td>IN-S-300-349</td><td>\$8,368.55</td></tr><tr><td>IN-S-350-399</td><td>\$8,368.55</td></tr><tr><td>IN-S-400-449</td><td>\$8,368.55</td></tr><tr><td>IN-S-450-499</td><td>\$8,368.55</td></tr><tr><td>IN-S-500-599</td><td>\$10,041.80</td></tr><tr><td>IN-S-600-699</td><td>\$10,041.80</td></tr><tr><td>IN-S-700-799</td><td>\$10,041.80</td></tr></table>	Implementation price:		Insight Implementation Cost		IN-S-0-49	\$5,020.90	IN-S-50-99	\$5,020.90	IN-S-100-149	\$6,694.15	IN-S-150-199	\$7,531.35	IN-S-200-249	\$8,368.55	IN-S-250-299	\$8,368.55	IN-S-300-349	\$8,368.55	IN-S-350-399	\$8,368.55	IN-S-400-449	\$8,368.55	IN-S-450-499	\$8,368.55	IN-S-500-599	\$10,041.80	IN-S-600-699	\$10,041.80	IN-S-700-799	\$10,041.80
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IN-S-200-249	\$8,368.55																															
IN-S-250-299	\$8,368.55																															
IN-S-300-349	\$8,368.55																															
IN-S-350-399	\$8,368.55																															
IN-S-400-449	\$8,368.55																															
IN-S-450-499	\$8,368.55																															
IN-S-500-599	\$10,041.80																															
IN-S-600-699	\$10,041.80																															
IN-S-700-799	\$10,041.80																															
		<table><tr><td>IN-S-700-799</td><td>\$10,041.80</td></tr></table>	IN-S-700-799	\$10,041.80																												
IN-S-700-799	\$10,041.80																															

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

IN-S-800-899	\$10,041.80
IN-S-900-999	\$10,041.80
IN-S-1000-1249	\$11,157.30
IN-S-1250-1499	\$11,157.30
IN-S-1500-1749	\$11,924.35
IN-S-1750-1999	\$12,691.40
IN-S-2000-2499	\$12,691.40
IN-S-2500-2999	\$19,176.25
IN-S-3000-3499	\$19,176.25
IN-S-3500-3999	\$19,176.25
IN-S-4000-4499	\$19,176.25
Onboard Implementation Cost	
ON-S-0-49	\$4,183.70
ON-S-50-99	\$4,183.70
ON-S-100-149	\$5,020.90
ON-S-150-199	\$5,020.90
ON-S-200-249	\$5,020.90
ON-S-250-299	\$5,020.90
ON-S-300-349	\$5,020.90
ON-S-350-399	\$5,020.90
ON-S-400-449	\$5,020.90
ON-S-450-499	\$5,020.90
ON-S-500-599	\$6,694.15
ON-S-600-699	\$6,694.15
ON-S-700-799	\$6,694.15
ON-S-800-899	\$6,694.15

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

ON-S-900-999	\$6,694.15
ON-S-1000-1249	\$8,786.00
ON-S-1250-1499	\$8,786.00
ON-S-1500-1749	\$9,553.05
ON-S-1750-1999	\$10,320.10
ON-S-2000-2499	\$10,320.10
ON-S-2500-2999	\$11,854.20
ON-S-3000-3499	\$12,272.80
ON-S-3500-3999	\$12,272.80
ON-S-4000-4499	\$12,272.80
Attract Implementation Cost	
AT-S-0-49	\$4,781.70
AT-S-50-99	\$4,781.70
AT-S-100-149	\$6,375.60
AT-S-150-199	\$7,172.55
AT-S-200-249	\$7,969.50
AT-S-250-299	\$7,969.50
AT-S-300-349	\$7,969.50
AT-S-350-399	\$7,969.50
AT-S-400-449	\$7,969.50
AT-S-450-499	\$7,969.50
AT-S-500-599	\$9,563.40
AT-S-600-699	\$9,563.40
AT-S-700-799	\$9,563.40
AT-S-800-899	\$9,563.40
AT-S-900-999	\$9,563.40

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

		AT-S-1000-1249	\$10,626.00
		AT-S-1250-1499	\$10,626.00
		AT-S-1500-1749	\$11,356.25
		AT-S-1750-1999	\$12,087.65
		AT-S-2000-2499	\$12,087.65
		AT-S-2500-2999	\$18,263.15
		AT-S-3000-3499	\$18,263.15
		AT-S-3500-3999	\$18,263.15
		AT-S-4000-4499	\$18,263.15
	Training:	Training price: End-User Training included in licensing cost during implementation. Additional requested training can be included at an additional cost.	
	Software maintenance/support:	Software maintenance/support price: Included in licensing cost	
	Other applicable costs (itemize): For all other optional NEOGOV products, integrations, and add-ons, please see attached full price book.	Other applicable costs (itemize): please see attached full price book.	

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

Other features available at additional cost above and beyond the core software application	Description	Pricing (indicate if pricing is taxable or nontaxable)	
Background check services	Employment background check for selected applicants:	Background Check Integration Annual Cost	
		BKG-L-<300	\$1,811.25
		BKG-L-301-349	\$2,113.70
		BKG-L-350-399	\$2,415.00
		BKG-L-400-449	\$2,717.45
		BKG-L-450-499	\$3,018.75
		BKG-L-500-549	\$3,321.20
		BKG-L-550-599	\$3,622.50
		BKG-L-600-649	\$3,924.95
		BKG-L-650-699	\$4,226.25
		BKG-L-700-749	\$4,528.70
		BKG-L-750-799	\$4,830.00
		BKG-L-800-849	\$5,132.45
		BKG-L-850-899	\$5,433.75
		BKG-L-900-949	\$5,736.20
		BKG-L-950-999	\$6,037.50
		BKG-L-1,000-1,500	\$7,245.00
		BKG-L-1,501-2,000	\$9,660.00
		BKG-L-2,001-2,500	\$12,075.00
		BKG-L-2,501-3,000	\$14,490.00
		BKG-L-3,001-3,500	\$16,905.00
		BKG-L-3,501-4,000	\$19,320.00

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

		Background Integration Setup Cost	
		BKG-S-<300	\$3,450.00
		BKG-S-301-349	\$3,450.00
		BKG-S-350-399	\$3,450.00
		BKG-S-400-449	\$3,450.00
		BKG-S-450-499	\$3,450.00
		BKG-S-500-549	\$3,450.00
		BKG-S-550-599	\$3,450.00
		BKG-S-600-649	\$3,450.00
		BKG-S-650-699	\$3,450.00
		BKG-S-700-749	\$3,450.00
		BKG-S-750-799	\$3,450.00
		BKG-S-800-849	\$3,450.00
		BKG-S-850-899	\$3,450.00
		BKG-S-900-949	\$3,450.00
		BKG-S-950-999	\$3,450.00
		BKG-S-1,000-1,500	\$3,450.00
		BKG-S-1,501-2,000	\$3,450.00
		BKG-S-2,001-2,500	\$3,450.00
		BKG-S-2,501-3,000	\$3,450.00
		BKG-S-3,001-3,500	\$3,450.00
		BKG-S-3,501-4,000	\$3,450.00
Text messaging services	Text messaging to support recruitment activities:	Text Messaging Add On Cost	
		CTM-L-0-49	\$633.65

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

	CTM-L-50-99	\$633.65
	CTM-L-100-149	\$814.20
	CTM-L-150-199	\$1,039.60
	CTM-L-200-249	\$1,214.40
	CTM-L-250-299	\$1,367.35
	CTM-L-300-349	\$1,505.35
	CTM-L-350-399	\$1,621.50
	CTM-L-400-449	\$1,759.50
	CTM-L-450-499	\$1,897.50
	CTM-L-500-599	\$2,029.75
	CTM-L-600-699	\$2,208.00
	CTM-L-700-799	\$2,366.70
	CTM-L-800-899	\$2,500.10
	CTM-L-900-999	\$2,633.50
	CTM-L-1000-1249	\$2,876.15
	CTM-L-1250-1499	\$3,214.25
	CTM-L-1500-1749	\$3,585.70
	CTM-L-1750-1999	\$4,025.00
	CTM-L-2000-2499	\$4,287.20
	CTM-L-2500-2999	\$4,709.25
	CTM-L-3000-3499	\$5,325.65
	CTM-L-3500-3999	\$5,844.30
	CTM-L-4000-4499	\$6,268.65

Following the initial term of three years, Contractor may change the charges for the Services with effect from the start of each Renewal Term (as defined in the Services Agreement) by providing JBE with new pricing at least sixty (60) day notice prior to commencement of a Renewal Term, such increase not to exceed the percentage change in the twelve-month average of the Consumer Price Index, below:

http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths
Consumer Price Index - All Urban Consumers
12-Month Percent Change
Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

- 2.1 No Advance Payment.** The JBEs will not make any advance payments for non-recurring costs for implementation and training.
- 3. Expenses.** This Agreement does not include any reimbursement for expenses.
- 4. Invoicing and Payment**
- 4.1 Invoicing.**
- (A) Non-Recurring Costs: Non-recurring costs for implementation and training (collectively, “Non-Recurring Costs”) are due and payable upon completion of the applicable implementation and training services. Any alleged nonconformity in a Deliverable shall be addressed pursuant to Appendix A, Section 3.
 - (B) Recurring Costs: All fees, other than the Non-Recurring Costs, shall be invoiced annually in advance pursuant to Section 5 of the Services Agreement.
 - (C) Contractor’s invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
- 4.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor within forty-five (45) days of receipt, in accordance with the terms of this Agreement the applicable Participating Addendum, and the Services Agreement.
- 5. Payment Made in Error.** Contractor shall immediately refund any payment made in error.
- 6. Taxes.** Unless otherwise required by law, the JBE 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 JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

APPENDIX C

General Provisions

1. Provisions Applicable to Services

1.1 Qualifications. Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.

1.2 Turnover. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

2. Contractor Certification Clauses. Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

2.1 Authority. Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.

2.2 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

2.3 No Gratuities. Contractor 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 any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).

2.4 No Conflict of Interest. Contractor 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.

2.5 No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.

2.7 Compliance with Laws Generally. Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** 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 any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Services and Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 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. Insurance.

3.1 General Requirements.

A. By requiring the minimum insurance set forth in this Agreement, the JBE 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.

B. The insurance obligations under this Agreement shall be the minimum insurance coverage requirements and/or limits shown in this Agreement. The JBE 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 JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies 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.

For all insurance policies required under this Agreement, any Contractor deductible must be clearly stated on the appropriate certificate of insurance. Self-Insured retentions (SIR) must be declared to the JBE. The JBE may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. 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.

D. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE 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.

E. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements as evidence that the required insurance is in full force and effect. The general liability 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 the Judicial Branch Entities (including the Establishing JBE and the Participating Entities); 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 JBE.

F. 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 JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

G. 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.

H. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California
Attn: Jeff Utberg
2850 Gateway Oaks Drive, Ste. 300

Sacramento, CA 95833-4348

I. 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 JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE within thirty days following 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.

J. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE 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.

K. 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 JBE, 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.

L. Contractor shall provide the JBE 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 (unless replaced with other insurance meeting the requirements of this Agreement). In the event of such expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.

M. JBE 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 JBE.

3.2 Individual Policy Requirements

A. At all times during the term of this Agreement, Contractor shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following types and amounts: (i) Commercial General Liability including bodily injury and tangible or real property \$1,000,000 each occurrence, \$3,000,000 general aggregate; (ii) Errors and Omissions Including Cyber Liability Insurance \$3,000,000 each occurrence \$3,000,000 general aggregate; (iii) Worker's Compensation and employers' liability insurance with limits no less than the minimum amount required by

applicable Law for each accident and occupational illness claim; and (iv) Umbrella Liability \$1,000,000 each occurrence and \$1,000,000 general aggregate.

- 4. Indemnity.** Contractor will defend, indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all third party claims, losses, and expenses, including reasonable attorneys' fees and costs, that arise out of or in connection with (i) Contractor's gross negligence or willful misconduct, and (ii) Contractor's breach of its Data Security Obligations (as defined in the NEOGOV Services Agreement). This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum.
- 5. Option Term.** The Establishing JBE may, at its sole option, extend this Agreement for up to two (2) consecutive one year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term), the parties must agree to the revised pricing (subject to the terms of this Agreement), and a written amendment must be executed by the Establishing JBE and Contractor. In no event will this Agreement, or the Services subject to this Agreement, renew, automatically or otherwise, without a signed, written amendment to this Agreement.
- 6. Tax Delinquency.** Contractor must provide notice to the JBEs 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 Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7. Termination

7.1 Omitted

7.2 Termination for Cause

The Establishing JBE or Contractor may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) the other party fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within thirty (30) days following Notice of default (or in the opinion of the non-breaching party, is not capable of being cured within this cure period); (or (ii) the other party makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause") if 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.

7.3 Omitted

7.4 Termination for Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies.

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.
- B. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from a third party services that are substantially similar to the terminated Services, under commercially reasonable terms. Contractor shall be liable for the JBE's reasonable, documented excess costs incurred to obtain such substantially similar replacement services; provided, however, that notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability for such excess costs shall not exceed an amount equal to the fees paid or payable by the applicable JBE under this Agreement or Participating Addendum, as applicable, during the twelve (12) months immediately preceding the effective date of termination.
- C. *Participating Addenda.* The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been

terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract 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. For purposes of clarity, any merger, consolidation, or reorganization involving Contractor (regardless of whether Governmentjobs.com, Inc. is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Contractor will not be obligated to provide notice or obtain consent from Customer; provided, that following any merger, consolidation, or reorganization involving Contractor (where NEOGOV is the disappearing entity), (a) to the extent the successor in interest is an entity organized under the laws outside of the United States, the Establishing JBE (or JBE with respect to a Participating Addendum) may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice, and (b) the Establishing JBE may require any successor entity to execute an Unruh Civil Rights Act and FEHA Certification (Appendix H).

9. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
NEOGOV Attn: Lindsey Gerber 2120 Park Place, Suite 100 El Segundo, CA 90245 <u>With a copy to:</u> renewals@neogov.net and contracts@neogov.net	Judicial Council of California Attn: Jeff Utberg 2850 Gateway Oaks Drive, Ste. 300 Sacramento, CA 95833-4348 <u>With a copy to:</u> Judicial Council of California Attn: Atul Bector, Judicial Council Project Manager Human Resources 455 Golden Gate Avenue San Francisco CA 94102-3688

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 or by electronic mail, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

10.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 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) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* 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.

10.5 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* 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 forty-five (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 Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

10.6 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the Participating Addendum, and by no later than the date of submission of Contractor’s final invoice to the JBE. If the Contractor fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor’s failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Participating Addendum; (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Participating Addendum, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Participating Addendum; and (5) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

10.7 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final

payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

10.8 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

10.9 Four-Digit Date Compliance. *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBEs. “Four-Digit Date Compliant” deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

10.10 Small Business Preference Commitment. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the provision of services performed pursuant to this Agreement (and any Participating Addendum).

11 Generative Artificial Intelligence.

11.1 Definitions: the following terms shall be given the meanings shown below:

(a) Artificial Intelligence or AI: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

(b) 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.

11.2 GenAI Disclosure Obligations

- (a) Contractor may utilize artificial intelligence, machine learning, Generative AI, or similar technologies in the development, operation, maintenance, support, and provision of the Services.
- (b) Contractor shall make available to JBE documentation, service descriptions, or other customer-facing materials identifying any material Generative AI functionality included in the Services.
- (c) Contractor shall not use JBE Confidential Information or Customer Data to train generally available Generative AI models for the benefit of Contractor or any third party, except as expressly authorized in writing by JBE.
- (d) Customer may request that any AI features be turned off by default during the implementation process.

13. Miscellaneous Provisions.

- 13.1 Independent Contractor.** Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.
- 13.2 GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 13.3 Audit.** Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment. Audits conducted by a JBE or its designee shall occur no more than once per twelve month period, and shall be conducted in a manner that does not unreasonably interfere with Contractor's business operations. Audits conducted by a JBE or its designee shall not take place on Contractor's physical premises or servers where confidential data or personal information is stored. This section shall not limit the State Auditor's right to conduct an audit. Nothing in this Section shall limit Contractor's right to dispute the results of any audit.

13.4 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables). 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.

13.5 Confidential Information. 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 JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. 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 the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) upon request, certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law. Nothing herein shall require deletion of information in archival backups maintained pursuant to Contractor's standard backup and disaster recovery procedures, which shall remain subject to the confidentiality obligations of the Agreement.

13.6 [Intentionally Omitted]

13.7 Publicity. Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

13.8 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this

Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

13.9 Negotiated Agreement. 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.

13.10 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

13.12 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

13.13 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

13.14 Timing of Services. Contractor shall use commercially reasonable efforts to meet the implementation timeline outlined in any Statement of Work with a JBE. Notwithstanding the foregoing, any timelines are estimates only and heavily dependent upon the cooperation of the JBE.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

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

“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 JBE’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 and JBE Materials.

Confidential Information does not include information (that Contractor demonstrates to the JBE’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE’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.

“Contract Amount” means the contract amount of any Participating Addendum.

“Contractor” has the meaning set forth on the Coversheet.

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

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

“Data” means any information, formulae, algorithms, or other content that the JBE, JBE Personnel, and end users upload, create, or modify using the Software Application pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which JBE Data may be ascertainable.

“Data Breach” means any breach of the security of a system storing, transmitting, or processing JBE Data, including any personal information as defined by applicable law, that is acquired, accessed, or used by an unauthorized person.

“Data Incident” means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Incident; (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 Incident; and (v) corrective action Contractor has taken or will take to prevent future Data Incidents.

“Data Safeguards” means industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Purchase Order, or the terms of this Agreement, or NIST 800-53 moderate policies.

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

“Establishing JBE” is defined on the Coversheet.

“Expiration Date” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“Hosted Services” means any cloud-based services, hosted service, software as a service, or other Internet or network-based services provided under the Agreement (or any Participating Addendum) or used in the provision of Services under this Agreement (or any Participating Addendum).

“Initial Term” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“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.

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

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

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

“JBE Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE 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 Establishing JBE and any other California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

“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.

“Notice” means a written communication from one party to another that is (a) delivered in person or by electronic mail, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

“Option Term” means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

“Participating Addendum” is defined in Appendix A.

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

“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.

“Recovery Point Objective (RPO)” means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption.

“Recovery Time Objective (RTO)” means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption.

“Services” is defined in Appendix A.

“Stop Work Order” is defined in Appendix A.

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

“Term” comprises the Initial Term and any Option Terms.

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

APPENDIX E

Software and Data Provisions

1. Software Application Availability: Refer to Appendix F (NEOGOV Service Level Warranties).

2. Data Availability: Refer to Appendix F (NEOGOV Service Level Warranties).

3. Software Application and Data Security:

3.1 Certification: In addition to the certifications required throughout this Agreement, Contractor shall certify to the Establishing JBE:

- a. The sufficiency of its security standards, tools, technologies, and procedures in providing the Software Application under this Agreement;
- b. Compliance with the following:
 - i. The California Information Practices Act (Civil Code sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the Establishing JBE upon request;
 - iii. [Intentionally Omitted]
 - iv. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the Establishing JBE upon request; and
 - v. Privacy provisions of the Federal Privacy Act of 1974;
- c. Compliance with industry standards and guidelines applicable to the Software Application services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- d. The Services conform to the completed Voluntary Product Accessibility Template(s) ("VPAT") provided by Contractor.

3.2 Safeguards: Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with sections 3.1 and 7.2 of this Appendix E at all times during the term of this Agreement designed to secure such Data from Data Incident, protect the Data and the Software Application from hacks, introduction of

viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the JBEs' access to JBE Data.

3.3 Security Access: Upon JBE's reasonable written request, Contractor shall provide information reasonably necessary to verify Contractor's compliance with the security obligations set forth in this Agreement, including summaries of relevant security events, service availability metrics, and performance information relating to the Services provided to JBE. Contractor shall not be required to provide direct access to its systems, security logs, monitoring tools, security infrastructure, confidential information, trade secrets, or information relating to other customers.

3.4 Omitted

3.5 Data Security: No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of Software Application during the Term of this Agreement without prior written notice to and written approval by the JBE, except as required for normal operation of the Services, maintenance, backup rotation, retention schedules, or as authorized by the JBE.

3.5 Accessibility: Contractor shall use commercially reasonable efforts to promptly review and evaluate issues or concerns raised by a JBE in connection with the Software Application's conformance with Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, or newer as applicable, under Title II of the Americans with Disabilities Act and engage in discussions with the JBE in connection therewith. Contractor shall determine, in its reasonable discretion, the appropriate priority and timing for any corrective actions, enhancements, or other modifications, taking into account the nature and severity of the issue, customer impact, technical feasibility, and Contractor's product development roadmap.

4. Encryption Requirements.

4.1 Encryption Standard. Contractor shall implement and maintain End-to-End Encryption for all JBE Data, whether in transit or at rest. All encryption must use FIPS 140-3–validated cryptographic modules and NIST-approved AES encryption with a minimum key length of 128 bits. These standards shall apply to all systems, applications, storage media, transmission channels, backup environments, and endpoints used to access, transmit, store, or process JBE Data.

4.2 Data in Transit. Contractor shall ensure that all data transmitted electronically between Contractor, the JBE, applicants, users, or any other authorized recipient is encrypted using protocols that rely solely on FIPS-approved algorithms, including but not limited to TLS 1.2 or higher. Contractor shall not use any unencrypted transfer method, including plain FTP or unsecured APIs.

4.3 Data at Rest. Contractor shall encrypt all JBE Data stored on any server, workstation, mobile device, removable media, storage platform, log repository, or backup environment. Full-disk, file-level, or database-level encryption must comply with FIPS 140-3 validation and AES-128 (or stronger) encryption requirements.

- 4.4 Key Management.** Contractor shall implement secure cryptographic key-management procedures that:
- a. Protect keys from unauthorized access, disclosure, modification, or destruction;
 - b. Utilize industry-standard key rotation and lifecycle-management practices; and
 - c. Ensure that encryption keys are never stored with or transmitted alongside the encrypted data.
- 4.5 Prohibition on Proprietary or Non-Standard Cryptography.** Contractor shall not employ proprietary, homegrown, deprecated, or non-industry-standard encryption algorithms. All cryptographic functions must rely exclusively on FIPS-approved, NIST-recognized cryptography.
- 4.6 Hardening of Interfaces and Endpoints.** All application endpoints, administrative consoles, APIs, and integration points used by Contractor to provide the Work shall enforce encrypted connections exclusively. Contractor shall disable insecure cipher suites, insecure key-exchange mechanisms, and any protocol versions that do not meet FIPS 140-3 standards.
- 4.7 Encryption of Backups and Archives.** Contractor shall encrypt all backups, disaster-recovery media, replicated data, and archival records. Encryption must apply equally to online, offline, cold, warm, or hot backup environments.
- 4.8 Portable and Removable Media.** Contractor may not store any JBE Data on external, removable, or portable media unless expressly authorized in writing by the JBE. Any authorized use shall require encryption compliant with Section 4.1.
- 4.9 Omitted**
- 4.10 Omitted**
- 5. Data Location and Access:**
- 5.1 Remote Access:** Except as set forth below, remote access to Data from outside the continental United States is prohibited. Notwithstanding the foregoing, Contractor personnel and authorized subcontractors located outside the continental United States may remotely access Data solely on a need-to-know basis and only as necessary to provide, maintain, support, secure, develop, test, monitor, troubleshoot, or improve the Services, including routine operational, maintenance, engineering, architecture, development, and technical support activities. Any such access shall be subject to Contractor's confidentiality obligations and commercially reasonable administrative, technical, and physical safeguards designed to protect the Data.
- 5.2 Physical Location:** The physical location of Contractor's data center where the Data is stored and processed shall be within the continental United States. Contractor is also prohibited from transferring any Data outside of the continental United States.
- 6. Rights to Data:** Section 10(a) of Appendix I (Services Agreement) is incorporated herein by reference. Unauthorized use of Customer Data (as defined in Appendix I (Services Agreement)) by Contractor or third parties is prohibited. For the purposes of this

7. requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. Nothing in this Section shall limit the use of Platform Data by NEOGOV as defined in the NEOGOV Services Agreement.

8. Data Security and Requests.

7.1.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 JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.

7.2. Data Security.

- (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 JBE Data, as well as privacy and data security requirements and standards set forth in this Agreement. 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. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement complies with, the current revision of NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any requirements for security controls or data security protocols.
- (2) Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties under Contractor’s control, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than as allowed under this Agreement. In no event shall Contractor transfer the JBE Data to third parties outside of those necessary to provide the Services, except as may be expressly authorized by JBE.
- (3) The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (except as otherwise specified in NEOGOV’s Service Level Agreement). Upon the JBE’s request, all JBE Data in the possession of Contractor shall be provided to JBE in flat file format and all copies shall be permanently removed from

- (4) Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.
- (5) Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with industry standards, applicable laws, and this Agreement.

7.3 Data Requests.

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. To the extent legally permissible, 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 JBE Data without first notifying the JBE. Except to the extent prohibited by applicable law, Contractor shall use commercially reasonable efforts to provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, at JBE's expense, seek a protective order in a court of competent jurisdiction if requested by JBE.

Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE. Nothing in this Section shall prohibit Contractor from complying with its obligations under applicable law.

7.4 Transition Period.

For ninety (90) days prior to the expiration date of this Agreement (or a Purchase Order), or upon notice of termination of this Agreement (or a Purchase Order), Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE ("Transition Period"). During the Transition Period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

9. Data Incident and Data Breach Response Requirements.

- 9.1 Immediate Notification.** Upon discovery of a Data Incident or Data Breach, Contractor shall notify the JBE in writing within seventy-two (72) hours of becoming aware of such occurrence. This notice shall be provided using the fastest means available and also in writing.
- 9.2 Required Notice Contents.** Each notice shall identify, to the extent known at the time:
 - 1. The nature of the Data Incident or Data Breach;
 - 2. The JBE Data accessed, used, modified, lost, or disclosed;
 - 3. The person(s) who accessed, used, disclosed, and/or received the data (if known);
 - 4. Actions Contractor has taken or will take to quarantine, mitigate, and remediate the Data Incident or Data Breach;
 - 5. Corrective action Contractor has taken or will take to prevent future Data Incidents or Data Breaches.

9.3 Ongoing Reporting and Investigation. Contractor shall:

- (A) Provide regular updates regarding findings and remedial actions until the issue is resolved to the JBE's satisfaction;
- (B) Promptly investigate the Data Incident or Data Breach;
- (C) Share the full written investigation report with the JBE; and
- (D) Cooperate fully with the JBE, its agents, and law enforcement, including allowing the JBE to lead or participate in the investigation where required by law.

9.4 Containment, Repair, and Restoration. Contractor shall immediately:

- (a) Quarantine the Data Incident or Data Breach;
- (b) Secure access to all JBE Data; and
- (c) Repair, restore, or re-secure affected systems.

Failure to do so constitutes grounds for the JBE to exercise any remedies available at law or in equity.

9.5 Costs of Statutory Notification and Remediation. If the Data Breach results in unauthorized acquisition of personal information of any California resident, and such breach is caused by a breach of Contractor's Data Security Obligations, Contractor shall bear all costs associated with the JBE's legal notification obligations and related remediation costs, including but not limited to: notification letters, call-center services, publication, credit monitoring (if applicable), and staff time. This obligation applies to the extent permitted by law and is subject to the other terms of Agreement including any liability limitations set forth in the NEOGOV Services Agreement.

9.6 No Limitation on Other Rights. Nothing in this Section limits any other rights or remedies available to the JBE under this Agreement or applicable law, including rights relating to indemnification, termination, confidentiality, or damages.

10. Disaster Recovery/Business Continuity. Unless otherwise stated in the Participating Addendum:

10.1 In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the JBE by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer, Court Executive Officer, or their designee. Contractor shall provide such notification within seventy-two (72) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the JBE of:

- 1) The scale and quantity of the Data loss;
- 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
- 3) What corrective action Contractor has taken or will take to prevent future Data loss.

- 4) If Contractor fails to respond immediately and remedy the failure, the JBE may exercise its options for assessing damages or other remedies under this Agreement.
 - a) Contractor shall restore continuity of Software Application, restore Data in accordance with the RPO and RTO as set forth in this Agreement, restore accessibility of Data, and repair the Software Application as needed to meet the performance requirements stated in this Agreement. Failure to do so may result in the JBE exercising its options for assessing damages or other remedies under this Agreement.
 - b) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement.

APPENDIX F
NEGOV Service Level Warranties

NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:
 - a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.
 - b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.
 - c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.
 - d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.
 - e) "Service Credit" shall means a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application
 - f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.
 - g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[\left(\frac{\text{Total} - \text{Non-excluded} - \text{Excluded}}{\text{Total} - \text{Excluded}} \right) \right]$$

2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:
 - a) Providing information and authorizations as required by NEOGOV for performing the Services.
 - b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.
 - c) Paying fees and costs as required by any master agreement or scope of work.
 - d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
3. NEOGOV Obligations; Service Levels; Service Credits.
 - a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

	Target Response and Resolution Times	
Severity	Issues/Factors Determining Severity	Initial Acknowledgment ¹
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

b) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the “Service Levels”) must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV’s control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV’s invoice in the year following the Downtime, unless the Service Credit is due in Customer’s final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

¹ During standard business hours.

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

Service Level Warranties			
Service	Measurement	Service Level	Service Credit
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees
Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

APPENDIX G

Participating Addendum

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ *[add full name of the JBE]* (“JBE”) and **Governmentjobs.com, Inc. (D/B/A NEOGOV)** (“Contractor”) pursuant to the Master Agreement # MA-2026-01 (“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:
[_____month/day/year – may not exceed the term of the Master Agreement].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in Appendix A (Description of Services), with a summary of the Work to be provided and respective pricing as described below:

Description	Pricing
	\$
	\$
	\$
	\$
	\$
Total	\$

- (8) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
NEOGOV Attn: Lindsey Gerber 2120 Park Place, Suite 100 El Segundo, CA 90245 <u>With a copy to:</u> renewals@neogov.net and contracts@neogov.net	<u>[name, title, 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.

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

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

[JBE]

**Governmentjobs.com, Inc.
(D/B/A NEOGOV)**

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX H

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

Pursuant to Public Contract Code section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE 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. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of \$100,000 or more.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

APPENDIX I
NEGOV Services Agreement

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form. “Master Agreement” means the Master Agreement (including its coversheet, appendixes, and any attachments) with the Judicial Council of California to which this Services Agreement is attached as an appendix.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). Except for the Master Agreement and any Participating Addendum (as defined in the Master Agreement), the Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service.

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form and pursuant to the terms of the Master Agreement within forty-five (45) days of the date of NEOGOV's invoice, fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 45 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Following the initial term of three years (the "Initial Term"), NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) day notice prior to commencement of a Renewal Term, such increase not to exceed the percentage change in the twelve-month average of the Consumer Price Index, below:

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths
Consumer Price Index - All Urban Consumers
12-Month Percent Change
Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgment of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement or the Master Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within forty-five (45) days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV. Audits shall occur no more than once per twelve month period, and shall be conducted in a manner that does not unreasonably interfere with Customer's business operations. Audits shall not take place on Customer's physical premises or servers where confidential data or personal information is stored. Nothing in this Section shall limit Customer's right to dispute the results of any audit.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOVS Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOVS Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOVS Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOVS Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOVS Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION AND IN THE MASTER AGREEMENT, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or (ii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOVS Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY PROVIDED IN THE MASTER AGREEMENT AND EXCEPT FOR (I) CLAIMS ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT AND (II) NEOGOV'S BREACH OF SECTION 7 OF APPENDIX E TO THE MASTER AGREEMENT, SECTION 10 OF THE NEOGOV SERVICES AGREEMENT, AND THE DATA PROCESSING AGREEMENT (COLLECTIVELY THE "DATA SECURITY OBLIGATIONS"), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY PARTICIPATING ADDENDUM, OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 OF THE NEOGOV SERVICES AGREEMENT, CLAIMS ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT, OR NEOGOV'S BREACH OF THE DATA SECURITY OBLIGATIONS, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT OR ANY PARTICIPATING ADDENDUM, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY OR PAYABLE TO NEOGOV FROM CUSTOMER IN CONNECTION WITH A PARTICIPATING ADDENDUM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR THE MASTER AGREEMENT TO THE CONTRARY, WITH RESPECT TO ARISING FROM NEOGOV'S BREACH OF THE DATA SECURITY OBLIGATIONS OR NEOGOV'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 4 OF APPENDIX C TO THE MASTER AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED FIVE TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY OR PAYABLE TO NEOGOV FROM CUSTOMER IN CONNECTION WITH A PARTICIPATING ADDENDUM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. Publicity. NEOGOV may not identify Customer as one of its customers and use Customer's logo for such purposes without the express written consent of Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any), and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGO purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Appendixes A through and including E of the Master Agreement, 2) Participating Addendum, 3) Special Conditions (if any), 4) NEOGOV Order Form, 5) the NEOGOV Services Agreement, and 6) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, eSOPH or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on Appendix J.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A to Services Agreement
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. In the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provisions of Appendixes A through and including E of the Master Agreement or a Participating Addendum, the terms of such Appendixes and Participating Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **[Intentionally Omitted].**
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B to Services Agreement
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth

Judicial Council of California Master Agreement No. MA-2026-01
with **Governmentjobs.com, Inc. (D/B/A NEOGOV)**

herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

APPENDIX J

AI Addendum



NEOGOV AI Addendum

This Addendum applies only to the AI Tools provided to Customer by NEOGOV as part of the Services. For purposes of this Addendum, “AI Tools” means large language models (LLMs) or other machine learning or artificial intelligence features of Services. The following terms (“AI Terms”) are hereby added to and incorporated in the terms of the Services Agreement (Appendix I) (the “Agreement”). Capitalized terms not defined in AI Addendum have the meanings given in the Services Agreement.

1. Use of AI Tools. Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools (“Inputs”) and receive outputs from the AI Tools (“Outputs”). Customer’s use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.
2. Warranties and Disclaimers.
 - a. Due to the nature of the AI Tools, NEOGOV does not represent or warrant that (a) Output will be accurate, complete, or current, (b) Output will be unique to Customer as NEOGOV may generate the same or similar output to NEOGOV’s other customers due to the nature of generative AI, (c) Output will not incorporate or reflect third-party content or materials, or (d) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output shall be excluded from NEOGOV’s indemnification obligations under Section 14(b) of the Agreement.
 - b. Outputs are generated through machine learning processes and are not independently verified by NEOGOV and are not guaranteed to be accurate, complete or current by NEOGOV. NEOGOV disclaims all liability in connection with any errors, inaccuracies or omissions in connection with the Outputs. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Output is suggestive in nature only and must be critically assessed by Customer using human review for accuracy and applicability. Customer is solely responsible for its Input and use of the Output and may elect not to utilize the AI Tools as part of the Services. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Tools.
3. Customer’s Usage. When customer uses AI Tools, Output shall be Customer Data. Customer is solely responsible for the development, content, operation, maintenance, use and delivery of its Inputs and Customer Data. Without limiting any restrictions on use of the Services in the Agreement, Customer will not and will not permit anyone else to: (a) use the AI Tools or any Output to infringe any third-party rights, (b) use the AI Tools or any Output to develop, train or improve any AI or ML, (c) represent any Output as being approved or vetted by NEOGOV, (d) represent any Output as being an original work or a wholly human-generated work, (e) use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical, (g) use the AI Tools in violation of any applicable law, including laws regarding data privacy and automated decision making technologies, and (h) use the AI Tools for any impermissible purposes including employment decisions.
4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.

APPENDIX K

Accessibility Statement



Accessibility Statement

At Governmentjobs.com, Inc. d/b/a NEOGOV, we recognize the importance of making our products and services accessible to all individuals, including those with disabilities, and are continually working to improve the experience for all users.

Commitment to Accessibility

We are committed to following best practices, including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, to the extent feasible, however, we do not warrant compliance with these standards or any other accessibility standards. We are continually enhancing our platforms to ensure greater accessibility, and we actively seek out opportunities to improve accessibility features.

Ongoing Enhancements

Accessibility is an ongoing effort, and we are regularly updating our technology, services, and content to address accessibility barriers. Our team is dedicated to identifying areas for improvement and making enhancements that allow all users, regardless of their abilities, to fully engage with our services.

Feedback and Assistance

We value feedback from our users. If you encounter any accessibility barriers while using our services or have suggestions on how we can improve, please reach out to us at accessibility@neogov.com. We will make every effort to resolve any concerns and consider alternative options where possible.

Thank you for choosing NEOGOV. We remain dedicated to improving accessibility and creating an inclusive experience for all.