

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**

| | |
|----------------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| LPA-68302 | 04 |
| FEDERAL EMPLOYER ID NUMBER | |
| 54-2054948 | |

- All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to **Pavion Corp.**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California** or **Judicial Council**.
- This Amendment becomes effective on 06/29/2026.
- The maximum amount that the Judicial Council may pay Contractor under this Amendment is: \$0.00. The maximum amount that the Judicial Council may pay Contractor under this Agreement shall not at any time exceed the total of all of the Total Amount(s) Encumbered to Date.
- WHEREAS, the Parties entered into the Agreement for Video Surveillance, Access Control, Detention Control Systems, and Maintenance Services on 07/01/2021;

WHEREAS, the Agreement expires on 06/30/2026, with no additional options to extend beyond that date;

WHEREAS, the Judicial Council seeks to extend this Agreement to allow sufficient time for the Judicial Council to obtain the services provided under this Agreement through the issuance of a solicitation with the Parties agreeing to this extension;

WHEREAS, the Judicial Council has obtained and documented the approval for this Amendment;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- Extend the Term of the Agreement for a period of one (1) year commencing as of 07/01/2026 (the "Extension Commencement Date") and expiring on 06/30/2027 (the "Extended Term"). From and after the effective date of this Amendment, the "Term" shall be deemed to include the Extended Term; and
- Delete the existing Exhibit 8 – Revision 02 in its entirety and replace it with Exhibit 8 – Revision 03, which increases the hourly rates of the Agreement for Subsequent Terms as allowed per Exhibit 8, Pricing and Payment Provisions, section 3.2 (4.44% annual maximum using BLS, All Urban Wage Earners and Clerical Workers (CPI-W) Series index values from May 2025 to May 2026).

- Except as provided in this Amendment, all terms and conditions of the Agreement (as previously amended, if applicable) remain in full force and effect.

In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any prior Amendments, the terms of this Amendment shall prevail.

| JUDICIAL COUNCIL'S SIGNATURE | CONTRACTOR'S SIGNATURE | |
|--|---|--|
| Judicial Council of California | CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) | |
| | Pavion Corp., a Delaware corporation | |
| | LICENSE NO.: | EXP DATE: |
| | CSLB: 1123347 DIR PWCR: 2000001316 | CSLB: 07/31/2026 DIR PWCR: 06/30/2026 |
| BY (Authorized Signature)  | BY (Authorized Signature)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Bagwill, Supervisor, Facilities Contracts | PRINTED NAME AND TITLE OF PERSON SIGNING | |
| DATE EXECUTED | DATE EXECUTED | |
| ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102 | ADDRESS 4151 Lafayette Center Drive, Suite 700 Chantilly, VA 20151 | |

EXHIBIT 8 – Pricing and Payment Provisions – *REVISION 03*

1. General.

- 1.1** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, Contractor shall invoice the JBE and the JBE shall compensate Contractor the fees set forth in this Exhibit 8. Except as expressly set forth in this Exhibit 8: (i) such fees and the amounts specified in this Exhibit shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the JBE. 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.
- 1.2** The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by Amendment to this Agreement.
- 1.3** Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

2. Compensation for Goods. Contractor will invoice the following amounts for Goods that the JBE has accepted:

| Description of Goods | Discount Offered | Pricing Type |
|--|------------------|-----------------|
| Systems: Products and Goods | 0.00% | DGS/GSA Pricing |
| Systems: Products and Goods | 10.00% | MSRP Pricing |
| Systems and Maintenance: Materials and Supplies | 0.00% | DGS/GSA Pricing |
| Systems and Maintenance: Materials and Supplies | 10.00% | MSRP Pricing |
| All materials to be provided at DGS / GSA pricing or better. | | |

3. Compensation for Services. *[Revised]*

3.1 Amount. Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

| Description of Service | Price (<i>Effective 07/01/2026</i>) | Unit of Measure |
|---------------------------|---------------------------------------|-----------------|
| Training | <i>\$138.11</i> | Hour |
| Repair & Maintenance Work | <i>\$154.55</i> | Hour |
| Installation | <i>\$138.11</i> | Hour |
| System Design/Engineering | <i>\$131.54</i> | Hour |
| Project Management | <i>\$180.85</i> | Hour |

3.2 During subsequent terms, if any, rates may be adjusted based on the California Bureau of Labor Statistics’ Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective.

- 3.3 Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold ten percent (10%) of each such payment until the JBE accepts the final Deliverable.
- 3.4 No Advance Payment.** The JBEs will not make any advance payments.
- 4. Expenses.** Except as set forth in this section, no expenses relating to the Work shall be reimbursed by the JBEs.
- 4.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
- A.** Travel-related expenses preauthorized and approved by the JBE
- 4.2 Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Judicial Council's Expense and Travel Reimbursement Guidelines, Exhibit 9.
- 4.3 Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- 5. Invoicing and Payment**
- 5.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. 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.
- 5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 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.
- 7. Liquidated Damages to JBE for Failure to Meet Maintenance and Support Services Requirements.** The parties agree that Contractor's failure to meet the Maintenance and Support requirements under this Agreement will cause the JBE to incur substantial economic and reputational harm.

In such cases, the losses and amounts may be impossible to compute and ascertain with certainty. Therefore, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in addition to other available remedies, the Contractor agrees that liquidated damages may be assessed and recovered by the

JBE against Contractor for such failure(s) and without the JBE being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Contractor shall be liable to the JBE for payment of liquidated damages in the amounts set forth in this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to JBE without limiting the JBE's other contractual rights and remedies provided in this Agreement.

In the event Contractor fails to meet the Maintenance and Support requirements of this Agreement, Contractor shall pay to the JBE the amounts set forth in Exhibit 7 (Maintenance and Support Services).

END OF EXHIBIT

END OF AMENDMENT