

JUDICIAL COUNCIL OF CALIFORNIA
MASTER AGREEMENT COVERSHEET rev Dec. 2023

AGREEMENT NUMBER
MA-SF2026-01
FEDERAL EMPLOYER ID NUMBER
37-1841582

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Verbit, Inc.**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “**Participating Entity**” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).

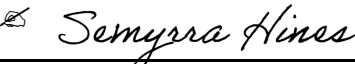

2. This Agreement is effective as of July 1, 2026 (“Effective Date”) and expires on June 30, 2029 (“Expiration Date”). This Agreement includes two (2) one-year options to extend through June 30, 2031.

3. The purpose or title of this Agreement is: **Master Agreement for Closed Captioning Services**. This Agreement is issued pursuant to Judicial Council solicitation number: **RFP BAP-2025-08-TK**.

The purpose or title listed above is for administrative reference only and do not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A, Services
- Appendix B, Payment Provisions
- Appendix C, General Provisions
- Appendix D, Defined Terms
- Appendix E, Participating Addendum
- Appendix F, Work Order Request Form

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	Verbit, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Semyrra Hines, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Nafeesah Pierkhan, Vice President, Legal Services
DATE EXECUTED June 22, 2026	DATE EXECUTED
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688	ADDRESS Nafeesah Pierkhan, Vice President, Legal Services 169 Madison Ave #2316 New York, NY 10016

APPENDIX A

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 and Deliverables 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 E 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 (or this Agreement with respect to the Establishing JBE), the JBE may at its option place orders for the Work, or Work Orders using [Verbit's ordering portal](#) which is subject to and governed by the terms of the Agreement and the applicable Participating Addendum, and any term in the Work Order that conflicts with or alters any term of the Agreement (or the applicable 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 Work 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 and Deliverables**

- 2.1. **Description of Services.** As ordered by each JBE under a Participating Addendum (as applicable), Contractor shall perform the following Captioning Services for the JBEs:
 - 2.1.1. Contractor shall provide full-scale, real-time verbatim closed-captioning services to the **Judicial Council, the Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center, and the 58 Superior Courts of California.**
 - 2.1.2. The Captioning Services will include full-scale, real-time verbatim closed captioning of proceedings and other live and pre-recorded meetings, media, and forums.
 - 2.1.3. Captioning Services must meet the Americans with Disabilities Act and the new Web Content Accessibility Guidelines (WCAG) 2.1 rule requirements to improve viewer comprehension and engagement.
 - 2.1.4. Contractor shall sign-in to live caption events **at least 10 minutes prior** to the scheduled starting time and shall stay on until its conclusion, even if it runs longer than the scheduled time.
 - 2.1.5. Captioning Services must be performed in the United States. Contractor must maintain a presence in the United States during the Term.
 - 2.1.6. Contractor must invoice according to specific assignments and Accounting Codes provided by any resulting Work Order.
- 2.2. **Description of Deliverables.** As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products (“Deliverables”):
 - 2.2.1. Captioning and transcripts must be a word-for-word representation of the project’s audio, even if they are grammatically incorrect or the speaker false starts or changes direction mid-sentence.
 - A. The quality of captioning and unedited transcripts must not exceed an error rate of five percent (5%) for the duration of live real-time events.
 - B. The quality of captioning and edited transcripts must not exceed an error rate of 1.0 percent (1.0%) for pre-recorded projects.
 - C. The accuracy of Captioning Services provided under the Agreement is the sole responsibility of Contractor.
 - 2.2.2. Captioning with Unedited Caption Transcript Files
 - A. Captioning Services that come with unedited captioning transcript, inclusive of .smi and .docx (or equivalent) file types shall be billed at the fixed hourly rates provided in Appendix B.
 - B. Contractor shall provide, at no additional charge, an unedited captioning transcript which will be emailed to the JBE no later than one (1) Business Day after conclusion

of live real-time events. Contractor shall provide unedited transcripts to the JBE, upon request, up to one (1) year after the date of the event at no additional cost.

2.2.3 Captioning with Edited Caption Transcript Files

- A. Contractor shall provide edited caption transcripts in an accepted file format. Edited caption transcripts must be in the English language. Such Captioning Services that come with edited caption transcripts, inclusive of .smi and .docx (or equivalent) file types, shall be billed at the fixed hourly rates provided in Appendix B.
- B. Upon request by a JBE, Contractor shall provide edited caption transcripts in Spanish, Vietnamese, Cantonese, Tagalog, and Mandarin, which must be in a required file format. For languages other than Spanish, machine translation shall be used. Contractor does not guarantee accuracy of machine translation. Such Captioning Services that come with edited caption transcripts, by language inclusive of .smi and .docx (or equivalent) file types, shall be billed at the fixed hourly rates provided in Appendix B.
- C. Edited caption transcripts and files must be completed and delivered to the JBE within one (1) Business Day per hour of a live real-time captioning; or within one (1) Business Day per hour of pre-recorded project work. For example:

Five-hour live real-time captioning event:

5 hour event x 1 Business Day per hour/event = edited caption transcripts due to JBE in 5 Business Days.

Ten-hour pre-recorded project:

10 hour pre-recorded project x 1 Business Day per hour/project = edited caption transcripts due to JBE in 10 Business Days.

- D. Contractor shall provide, at no additional charge, an edited transcript, inclusive of all file types and languages on the Work Order to JBE, upon request, after the date of the event and for up to one (1) year.
- E. Contractor shall produce edited caption transcripts from unedited caption transcripts for an additional fixed hourly rate as specified in Appendix B, inclusive of .docx (or equivalent) file type. Requests for this post-event activity will be requested by emailing the Work Order Form (Appendix F) to clientsupport@verbit.ai and must follow timeframes for pre-recorded work projects.

2.2.4 The caption transcripts, both edited and unedited, must be provided in the following professional formats:

- A. docx format or Microsoft Word manufacturer's current version and two previous versions, and
- B. .smi.

The caption transcripts, both edited and unedited, must be made available in .srt format, upon request, for an additional fee as specified in Appendix B.

2.2.5 Usage Tracking Reports (UTR): Contractor shall provide Usage Tracking Reports on an ad hoc report basis at no cost, as requested by each JBE. UTRs shall track the following:

- A. Number of Work Orders,
- B. Accounting Codes utilized by the JBE under the Agreement,
- C. Amount expended by the JBE under the Agreement by the JBE's fiscal year or calendar year,
- D. Number of hours of captioned events,
- E. Number of hours of captioned events and edited transcripts,
- F. Number of hours of captioned pre-recorded events/projects,
- G. Names of the events or media captioned and/or edited,
- H. Custom reports populated by key-word search, and
- I. Number of captioning views (Captioning Viewer Data/Analytics).

2.2.6 Contractor must be available to fulfill Work Orders within three (3) Business Days of a request via substantially complete Work Order. Both Contractor and the JBE requesting the Captioning Service will strive to provide complete, accurate information and any technical assistance necessary to ensure Work Orders are fulfilled in a timely manner. Contractor will use reasonable best efforts to accommodate Work Orders submitted fewer than three (3) Business Days prior to the caption event date.

2.3 Compatibility With Current Systems

2.3.1 Judicial Council's System and Process:

Captions are assigned a unique permanent Uniform Resource Locator ("URL") that is used for stand-alone captions via browser as well as one that is embedded within the player template. The former provides user options for view, display, copying, and saving. The latter pushes the streaming caption words into a section of the player template. Each unique Judicial Council User Group or JBE User Group will be assigned a set of permanent URLs by the Contractor.

Contractor shall create a new set of permanent URLs when a new User Group requires Captioning Services for the first time. Contractor will monitor real-time live streaming events via a webcast link or conference phone line.

2.3.2 The JBE requesting Captioning Services may provide or make available to Contractor the following products and/or services solely to assist Contractor to provide the Captioning Services and the specific Deliverables requested:

- A. For real-time, live captioning events: a video signal/link or an audio signal via conference phone line(s); a participant list and lexicon in advance of the project.
- B. For pre-recorded events/projects: a participant list and lexicon in advance of the project.

2.3.3 The accuracy of Captioning Services provided under the Agreement will be the sole responsibility of Contractor; however, the JBE may evaluate and monitor accuracy of captions and transcripts.

2.4 Contractor and Captioning Requirements

- 2.4.1. The JBEs do not have a standard software that is utilized throughout the judicial branch and each JBE will determine the software that it elects to use. The Judicial Council uses Granicus. In the event the Judicial Council's current system(s) are replaced or upgraded with a new one, Contractor shall ensure that equipment used to close-caption the Events/Projects is compatible with any replaced, upgraded or new system(s). With respect to a Participating Entity, Contractor is not required to provide Captioning Services to such Participating Entity if the Participating Entity utilizes software and equipment that are incompatible with Contractor's services.
- 2.4.2 For each distinct User Group seeking captioning, Contractor shall assign a permanent and unique URL address for the caption stream that is dedicated to those projects.
- 2.4.3 Contractor shall provide Captioning Services in English and Spanish, simultaneously as requested.
- 2.4.4 Contractor shall provide Captioning Services in Vietnamese, Cantonese, Tagalog, and Mandarin, simultaneously with English and/or Spanish as requested (with caveats on translation as noted in Section 2.2.3 B).
- 2.4.5 Contractor shall provide remote Captioning Services by following a video signal that is streamed live online or the audio signal via telephone line(s) provided as a backup option.
- 2.4.6 Contractor shall provide captioning to a real-time streaming standalone captions player web page, and to a live caption area embedded within the video on the event streaming page.
- 2.4.7 Contractor shall maintain technical compatibility with the Judicial Council's live streaming software in order for the caption stream URL to be inserted into a player template including Granicus, so that live captioning can be viewed within the live stream player during the Event, when accessed from the Judicial Council's event page.
- 2.4.8 Contractor shall provide captioning at the average rate between 225 to 250 words per minute for Events and Projects.
- 2.4.9 Captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible. The Captioner may not paraphrase, must use proper spelling, spacing between words, capitalization, and punctuation.
- 2.4.10 Captions must coincide with their corresponding spoken words and sounds to the greatest extent possible and must be displayed on the screen at a speed that can be read by viewers.
- 2.4.11 Captions must run from the beginning to the end of the program.
- 2.4.12 Contractor shall use reasonable best efforts to minimize the delay in the presentation of live captions, consistent with an accurate presentation of what is being said and the overall goal of ensuring that captions enable viewers to follow the event.
- 2.4.13 Contractor must provide a high degree of accuracy in Captioning Services, both Events and Projects. Accuracy rate must be 95 percent or greater, consistent with section 2.2.1. above. Near-flawless accuracy is of the highest importance. Americans with Disabilities Act guidelines specifically state that persons with disabilities must be given "effective

communication that offers full and equal enjoyment.” The quality of information that is provided must be of equal quality to that offered to people without disabilities.

2.4.14 Computer Generated Captioning

- A. Live Real-Time Events (referred to as “Events” in Appendix D): Contractor is not authorized to use speech recognition or computer captioning software in fulfilling live, real-time event Work Orders.
- B. Projects (non-Live/pre-recorded Real-Time Events, referred to as “Projects” in Appendix D): Subject to the terms of the Agreement, Contractor is authorized to use speech recognition or computer captioning software in fulfilling pre-recorded Work Orders, and the accuracy rate must be 99.9 percent.

2.5 Key Personnel

2.5.1 Captioners

- A. Captioners providing captioning services should hold current certification from the National Court Reporters Association as Certified Realtime Captioners. However, when Contractor is unable to assign a Captioner who meets this preferred requirement, Contractor must ensure that Captioners meet the Contractor’s internal qualification standards, and have completed the necessary training and evaluation, prior to providing services under this Agreement. Captioners shall receive ongoing accuracy monitoring and periodic performance reviews by Contractor.
- B. Captioners shall have five or more years of live, real-time captioning experience. If available, Contractor shall provide Captioners with familiarity with legal terminology.
- C. Contractor will maintain a list of Captioners that provide both: 1) satisfactory and 2) unsatisfactory Captioning Services, according to feedback from the JBEs. Upon request of the Establishing JBE, Contractor will review such list with the Establishing JBE and make revisions as directed by the Establishing JBE. Contractor may not utilize Captioners placed on the “unsatisfactory Captioning Services” list to fulfill future JBE Work Orders under the Agreement, except as approved by the applicable JBE in writing.

2.5.2 Account Manager

- A. Contractor will designate a single point-of-contact who will serve as the primary Account Manager to oversee and coordinate Captioning Services, provide technical assistance to JBE staff, receive billing inquiries and assist in billing dispute resolution, and manage requirements of the Agreement on behalf of Contractor (“Account Manager”). The Account Manager must be available Monday through Friday 8:00 am – 5:00 pm Pacific Time, except for JBE-designated holidays. A back-up or secondary Account Manager is preferred if the primary Account Manager is not available.
- B. The Account Manager will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in closed captioning.

2.6 Ordering Process

- 2.6.1. The JBE may assign User Groups according to Accounting Codes.
- 2.6.2 Each JBE, and in the case of the Judicial Council, each User Group is responsible for submission of their own Work Orders for Captioning Services to the Account Manager. The Account Manager will work with the contact designated on each Work Order to troubleshoot, clarify any requests, and ensure a complete Work Order is submitted.
- 2.6.3 Contractor will fulfill requests for Captioning Services within three (3) Business Days of the Work Order Date (as defined below) via a Work Order.
- 2.6.4 Work Orders may be submitted by the JBEs to Contractor via email or through [Verbit's ordering portal](#).

A. Works Orders must include the following information:

- 1. JBE User Group and Accounting Code;
- 2. JBE contact for Work Order;
- 3. Date Work Order submitted to Contractor (the "Work Order Date");
- 4. Designation of live, real-time event or pre-recorded project;
- 5. Date of requested service;
- 6. Name of event;
- 7. Event date and scheduled run-time (live, real-time events); or run-time for pre-recorded projects;
- 8. Indication if the Work Order request is standard (more than three Business Days before the event); or urgent (three or less Business Days before the event);
- 9. Language(s) for captions:
 - a. English,
 - b. Spanish,
 - c. Vietnamese,
 - d. Cantonese,
 - e. Tagalog, and/or
 - f. Mandarin;
- 10. File type(s) required:
 - a. .docx format or Microsoft Word manufacturer's current version and two previous versions,
 - b. .smi
 - c. .srt format
- 11. Type of captioning transcription and editing requested:
 - a. Captioning live, real-time; unedited caption transcript,
 - b. Captioning live, real-time; edited caption transcript,
 - c. Captioning pre-recorded event,
 - d. Captioning transcript; post-event, unedited, or
 - e. Captioning transcript; post-event, edited;

12. The JBE may attach a participant list and lexicon in advance of the event; and
13. Notes or comments to Contractor.

B. The Account Manager will provide the following information:

1. Acknowledgement of receipt of Work Order within one (1) Business Day of the Word Order Date;
2. Confirmation of:
 - a. Event date and time,
 - b. Language(s) of captioning,
 - c. Files to be provided at conclusion of the event/project, and
 - d. Due date in compliance with Agreement;
3. Unique identifier of event/project which correlates to assigned Captioner; and
4. Notes, comments, or clarifications needed from requesting JBE.

2.7 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form (Attachment 1) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables. The ordering JBE shall inspect the captioning files within 10 days of delivery.

Timeliness: The Services were completed and the Deliverables were delivered on time according to the terms of the Agreement.

Completeness: The Services and Deliverables contained the materials and features required in the Agreement.

Technical Accuracy: The Services and Deliverables are accurate and meet the requirements of section 2.2.1, above.

2.8 The Judicial Council's Captioning Needs. Contractor must perform the Services and deliver the Deliverables according to the following timeline:

2.8.1 The Judicial Council has estimated its requirements for Captioning Services to be up to, but not limited to, 150 hours of Captioning Services for each one-year period. Distribution of these hours over the calendar year will be variable and generally unpredictable. Contractor shall be available to provide Captioning Services as requested, subject to the terms of this Agreement. This estimate does not include potential Captioning Services for the other JBEs.

2.8.2 Contractor shall be available to provide Captioning Services to Establishing JBE for the following dates in 2026-2027; provided, however, that Establishing JBE is not obligated to utilize Captioning Services for any or all of the dates specified below, and the Establishing JBE may specify additional dates through a Work Order:

Supreme Court Events: (approximately 6 hours of Captioning Services per day).

September 8-11, 2026

October 5-9, 2026

November 2-6, 2026

December 7-11, 2026

Judicial Council Events: (approximately 2-4 hours of Captioning Services per day).

July 16-17, 2026

October 15-16, 2026

December 10-11, 2026
February 18-19, 2027
April 15-16, 2027
July 22-23, 2027
October 14-15, 2027
December 16-17, 2027

- 2.9 **Project Managers.** Each JBE may designate a project manager. The Establishing JBE's project manager is: **TBD**. A JBE may change its project manager at any time upon written notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Barbara Moretti**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement by providing written notice to the Establishing JBE.
- 2.10 **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 the most cost-effective manner 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 commence upon the JBE's acceptance of such Deliverable or Service and shall continue for a period of one (1) year following acceptance. 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.
- 2.11 **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.
- 2.12 **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.
- 2.13 **Stop Work Orders**
- 2.13.1 Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.
- 2.13.2 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule, and the Participating Addendum shall be modified, in writing, accordingly, if:
- A. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

- B. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

2.13.3 The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 3. **Acceptance or Rejection.** All Services and Deliverables are subject to acceptance by each JBE. The JBE may reject any Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the JBE within ten (10) Business Days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Service or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Service or Deliverable at no expense to the JBE if the JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

END OF APPENDIX A

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

1. Description of Services or Deliverables provided by Contractor:

2. Date submitted to the JBE: _____

3. The Services or Deliverables are:

3.1. Submitted on time: YES NO. If no, please note length of delay and reasons.

Comments, if any: : _____

3.2. Complete: YES NO. If no, please identify incomplete aspects of the Services or Deliverables.

Comments, if any: : _____

3.3. Technically accurate: YES NO. If no, please note corrections required.

Comments, if any: : _____

4. Please note level of satisfaction:

POOR FAIR GOOD VERY GOOD EXCELLENT

Comments, if any: : _____

5. The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Name of JBE: _____

Date: _____

END OF ATTACHMENT 1

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

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

2.1.1. Fixed hourly rate for Captioning Services that come with unedited captioning transcript, inclusive of .smi/.srt and .docx (or equivalent) file types as specified in Table 2 below.

2.1.2. Fixed hourly rate for Captioning Services that come with edited caption transcripts, inclusive of .smi/.srt and .docx (or equivalent) file types as specified in Table 2 below.

2.1.3. Fixed hourly rate for Captioning Services that come with edited caption transcripts, by language inclusive of .smi/.srt and .docx (or equivalent) file types as specified in Table 1 below.

2.1.4. Contractor must submit its fees for Captioning Services based on the target language in Table 1 below:

Table 1: Rates for Live Captioning Services – Initial 3-Year Term and Option Terms

Language(s) for Captions	Rate for Live Captioning Services – Unedited Captioning Transcript (inclusive of .smi, and .docx (or equivalent file types.) Fixed Hourly Rate	Rate for Captioning Services – Edited Caption Transcript (inclusive of .smi, and .docx (or equivalent file types.) Fixed Hourly Rate
English	Live - Human \$100.25	\$100.25
Cantonese	Machine \$21	Not Available
Mandarin	Machine \$21	Not Available
Spanish	Live - Human \$100.25	\$132
Tagalog	Machine \$21	Not Available
Vietnamese	Machine \$21	Not Available

2.1.5. Contractor must submit its fees for Captioning Services based on “Type of Captioning Transcription and Editing Requested” in Table 2, below.

Table 2: Rates for Captioning Services - Initial 3-Year Term and Option Terms

Type of Captioning Transcription and Editing Requested	Rate for Captioning Services – Unedited Captioning Transcript (inclusive of .smi/.srt and .docx (or equivalent file types.)	Rate for Captioning Services – Edited Caption Transcript (inclusive of .smi/.srt and .docx (or equivalent file types.)	Rate for Captioning Services – Edited Caption Transcript (by language inclusive of .smi/.srt and .docx (or equivalent file types.)
	Fixed Hourly Rate	Fixed Hourly Rate	Fixed Hourly Rate
Captioning live, real-time; unedited caption transcript	\$100.25	\$100.25	English \$100.25; Spanish \$132; other languages machine only \$21
Captioning live, real-time; edited caption transcript	\$100.25	\$100.25	English \$100.25; Spanish \$132; other languages machine only \$21
Captioning pre-recorded event	\$62.40	\$62.40	English \$62.40; Spanish \$69; other languages machine only \$21
Captioning transcript; post-event, unedited	\$100.25	\$100.25	English \$100.25; Spanish \$132; other languages machine only \$21
Captioning transcript; post-event, edited	\$100.25	\$100.25	English \$100.25; Spanish \$132; other languages machine only \$21

2.2. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

2.3. **No Advance Payment.** The JBEs will not make any advance payments.

3. **Expenses.** No expenses relating to the Services and Deliverables shall be reimbursed by the JBEs.

4. **Invoicing and Payment**

4.1. **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.

- 4.1.1. Each invoice must be sent on Contractor's standard bill form, and must include at a minimum (i) the Work Order Confirmation number (ii) appropriate Accounting Code per Work Order, (iii) Contractor's name and remit address, (iv) complete description of services, (v) service dates and times, (vi) quantity of hours captioned (vii) the total invoiced amount, and (viii) such detail as is reasonably necessary to permit JBE to evaluate the Work provided, including without limitation the number of hours worked and the applicable hourly rate. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
- 4.1.2. Contractor will invoice each JBE that participates in the Agreement separately per Work Order, in full. The Judicial Council requires that the Contractor invoice each Judicial Council User Group according to Accounting Code per Work Order, in full. Partial or progress payments are not allowed.
- 4.1.3. Events that are cancelled with 24 hours or more advance notice (measured from the event start time) shall not be billed.
- 4.1.4. Contractor must invoice in quarter-hour increments. Portions of one-hour will be prorated from the fixed hourly rate. Payment will only be made in quarter-hour increments.

4.2. **Payment.**

- 4.2.1. Each JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum including, but not limited to: compliance with accuracy requirements, electronic delivery of files (e.g. .smi/.srt and .docx files), requested languages provided, and captioning was not completed by a Captioner on the "Unsatisfactory Captioning Service" list. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.
- 4.2.2. Contractor will revise Unsatisfactory Work Product to be compliant with the Agreement and applicable Participating Addendum, at no extra charge. Upon receipt of Satisfactory Work Product, the JBE will authorize payment.
- 4.2.3. Any portion of live event captions that are missed by Contractor shall be provided by the Contractor after event conclusion following the same timeline as edited transcripts, at no additional cost to the JBE.
- 4.2.4. The JBE is entitled to reduced costs for late transcript files as follows:
 - A. If files are received one (1) Business Day after their due date, cost for captioning services shall be **discounted 15%**.
 - B. If files are received two (2) Business Days after their due date, cost for captioning services shall be **discounted 25%**.
 - C. If files are received three (3) or more Business Days after their due date, cost for captioning services shall be provided **at no cost**.
- 4.2.5. Contractor must accept a check as a form of payment.

- 4.2.6. The JBEs will not pay late fees; standard business payment terms are net sixty (60) days after receipt of correct invoice.
- 4.2.7. During the Term of the Agreement, the Contractor will maintain the level of accuracy of Captioning Services provided under Appendix A, section 2.2.1. of this Agreement. Failure to comply with this standard may be grounds for damages and/or termination.
- 4.3. **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, 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.
5. **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.

END OF APPENDIX B

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 PCC 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, 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

- 3.1.1. 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
- 3.1.2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth 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.
- 3.1.3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.
- 3.1.4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

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

- 3.1.5. 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.
- 3.1.6. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and 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.
- 3.1.7. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- 3.1.8. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- 3.1.9. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California
Contracts, Branch Accounting and Procurement
Attn: Certificate of Insurance, Contract Number **MA-SF2026-01**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

The Certificates of Insurance may also be emailed to:

Contracts@jud.ca.gov

- 3.1.10. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the 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 on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.
- 3.1.11. 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.
- 3.1.12. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the 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.
- 3.1.13. 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. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.
- 3.1.14. 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.
- 3.1.15. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, the JBE and the Judicial Branch Entities.

3.2. Individual Policy Requirements

3.2.1. Commercial General Liability

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

liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

3.2.2. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work, including, without limitation, owned, hired, and non-owned motor vehicles.

3.2.3. Workers' Compensation & Employers' Liability Insurance

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

3.2.4. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contractor's completion of the Work which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to this Agreement.

3.2.5. Cyber Liability Insurance

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

3.2.6. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) per annual aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

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

3.3. Umbrella Policies

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

- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. 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, and acceptance of any Services or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE’s prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 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 exercise of an Option Term will be effective without Contractor’s signature.
- 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. **Termination for Convenience.** The Establishing JBE 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. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately stop Services (or development of Deliverables) as specified in the Notice.
- 7.2. **Termination for Cause.** 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 (i) Contractor 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 ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 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.**
- 7.5.1. *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.
- 7.5.2. *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 third

parties, under the terms and in the manner the JBE considers appropriate services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

7.5.3. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

7.5.4. *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; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. 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.

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

If to Contractor:	If to the Establishing JBE:
<u>Barbara Moretti, Account Manager</u> <u>169 Madison Ave #2316</u> <u>New York, NY 10016</u> <u>With a copy to:</u> <u>barbara.moretti@verbit.ai</u>	<u>name, title, address</u> <u>With a copy to:</u> <u>name, title, address</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.

- 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. **Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any

additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

- 10.7. **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.
- 10.8. **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.

- 10.9. **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.
- 10.10. **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 production of goods and 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:
- 11.1.1. Artificial Intelligence or AI: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.
- 11.1.2. GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.
- 11.1.3. Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.
- 11.1.4. Generative AI (GenAI): an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system's training data.
- 11.1.5. Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.
- 11.1.6. Materially Impacts: a Material Impact exists when:
- 11.1.6.1. the work using GenAI could have a significant, substantial effect on the JBE system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations;
- 11.1.6.2. the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE; or

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

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

11.2. GenAI Disclosure Obligations

11.2.1. Disclosure Obligations:

11.2.1.1. Contractor must immediately notify the JBE in writing if Contractor intends to include or provide GenAI in Deliverables or Services; or if Contractor intends to include GenAI in any Deliverable or Services that Materially Impacts:

- (i) functionality of a JBE system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);
- (ii) risk to the JBE (i.e., the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or
- (iii) contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).

11.2.1.2. Such notification shall be provided to the JBE designee identified in this Agreement.

11.2.1.3. At the direction of the JBE, Contractor shall discontinue the provision to the JBE of any previously unreported GenAI, including GenAI that results in a Material Impact to the functionality of a JBE system, risk to the JBE, or contract performance, as determined by the JBE.

11.2.1.4. If the use of previously undisclosed GenAI is approved by the JBE, then Contractor will update the description of the Deliverables and Services, and the parties will amend the Agreement accordingly.

11.2.2. **Failure to Disclose or Discontinue GenAI Use**: The JBE, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a Material Impact to functionality of a JBE system, risk to the JBE, or Agreement performance. The JBE is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement for cause.

11.3. Contractor's Obligations for Responsible Use

11.3.1. Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Agreement.

Contractor represents and warrants that it has the appropriate intellectual property rights associated with any GenAI used in the Deliverables or Services.

11.3.2. Contractor shall ensure that the GenAI included, or made available as part of the Deliverables or Services is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable or Services.

11.3.3. Contractor shall comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Deliverables or Services.

11.4. Rights to State Generated Data

JBE and Contractor agree that Generated Data created from a JBE-provided Prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a JBE-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data.

11.5. Contractor's Use of JBE Data

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

12. Generative AI Special Provisions

12.1. GenAI Additional Security Requirements

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

12.2. Confidentiality of Data and Prompts

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

12.3. Rights in Prompts and Generated Content

12.3.1. For the avoidance of doubt and for the purposes of this Agreement: (i) JBE-provided Prompts and Generated Data created from a JBE provided Prompt shall constitute a subset of the JBE's data, and the JBE owns all rights, title, and interest to such Prompts and Generated Data; and (ii) the JBE shall own all rights, title, and interest to any Prompts or Generated Data developed or produced by the Contractor as Deliverables or Services pursuant to this Agreement.

12.3.2. Unless otherwise specified in this Agreement:

- 12.3.2.1. Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the JBE in writing.
- 12.3.2.2. For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.
- (i) Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the JBE in writing.
- (ii) For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

12.4. GenAI Training and Generated Data Review

- 12.4.1. GenAI Training Data Review: Contractor shall track and disclose the quality of the GenAI Training Data used for any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time. Contractor shall share such metrics and methods, as well as the underlying data, with the JBE upon request by the JBE or at periodic intervals as may be agreed by the JBE and Contractor. The JBE retains the right to audit, review, or investigate the quality of the GenAI Training Data at any time, upon reasonable advance notice from JBE to Contractor.
- 12.4.2. Generated Data Review: Contractor shall track and disclose the quality of the Generated Data of any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the output over time. Contractor shall share such metrics and methods, as well as the underlying output, with the JBE upon request by the JBE or at periodic intervals as agreed by the Parties. The JBE retains the right to audit, review, or investigate the quality of the Generated Data at any time, subject to reasonable advance notice from JBE to Contractor.
- 12.4.3. Generated Data Identification: Contractor shall ensure that all Generated Data that materially impacts Deliverables created pursuant to the Agreement contains a digital watermark or other digital identification that clearly identifies that the Generated Data was created by GenAI. Contractor shall comply with all other applicable laws, regulations, and guidelines concerning the identification Generated Data.

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.
- 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) 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.
- 13.6. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

- 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. **Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 13.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

END OF APPENDIX C

APPENDIX D

DEFINED TERMS

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

“**Accounting Code**” is a unique billing code used by the JBE to identify and bill specific User-Groups. The Judicial Council uses an 18-digit code to identify and bill specific User Groups.

“**Agreement**” is defined on the Coversheet.

“**Artificial Intelligence**” or “**AI**” is defined in Appendix C, section 11.1.

“**Authorized Signature**” is a JBE designee with appropriate purchase authority, designated by office.

“**Business Day**” is Monday through Friday, 7am – 6pm Pacific Time, excluding the following Judicial Council holidays (provided that an individual JBE may elect to define the term “Business Day” differently in its Participating Addendum):

- New Year’s Day
- Dr. Martin Luther King, Jr. Day
- Lincoln’s Birthday
- President’s Day
- Farmworkers Day (March 31)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Native American Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

“**Captioner**” is the Contractor’s designee to provide Captioning Services.

“**Captioning Services**” are services provided by Contractor to translate audio content, either live or pre-recorded, into display text synchronized with the audio, equivalent text to that of the audio, and accessible formats as required by the Agreement, as further described in Appendix A, section 2.1.

“**Contractor**” is defined on the Coversheet.

“**Confidential Information**” means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the applicable JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) 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 PCC 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.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

“Establishing JBE” is defined on the Coversheet.

“Event” refers to a real-time, live streaming event or audio broadcast.

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

“Generative AI (GenAI)” is defined in Appendix C, section 11.1.

“GenAI Training Data” is defined in Appendix C, section 11.1.

“Generated Data” is defined in Appendix C, section 11.1.

“Granicus” is a cloud-based software for communications, meeting and agenda management, and digital services to more than 3,000 public sector organizations. This software is currently in use by the Judicial Council and some of the Superior Courts. The software provides live broadcasts of meetings, which may require live captioning.

“Hallucination” is defined in Appendix C, section 11.1.

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

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

“Judicial Council” means the Judicial Council of California.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means the Establishing JBE, the Supreme Court of California, the Courts of Appeal, the 58 Superior Courts 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.

“Materially Impacts” is defined in Appendix C, section 11.1.

“Notice” means a written communication from one party to another that is (a) delivered in person, (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.

“**PCC**” refers to the California Public Contract Code.

“**Project**” refers to a non-live/pre-recorded video.

“**Prompt**” is defined in Appendix C, section 11.1.

“**Satisfactory Work Products**” mean, with respect to unedited captioning, captions with an error rate of less than 5 percent; for edited captions, captions with an error rate of less than 1.0 percent.

“**Stop Work Order**” is defined in Appendix B.

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

“**Unsatisfactory Work Products**” are unedited captions that contain an error rate of 5 percent or more and edited captions that contain an error rate of 1.0 percent or more.

“**Usage Tracking Reports**” or “**UTR**” are usage tracking reports provided by Contractor on an ad hoc report basis that include the following:

- Number of Work Orders,
- Accounting Codes utilized under the agreement,
- Amount expended by an individual JBE under the Agreement, itemized by State of California fiscal year or calendar year,
- Number of hours of captioned events,
- Number of hours of captioned events and edited transcripts,
- Number of hours of captioned pre-recorded events/projects,
- Names of the events or media captioned and/or edited, and
- Custom reports populated by key-word search.
- Number of captioning views (Captioning Viewer Data/Analytics).

“**User Group**” refers to a unique group within the Judicial Council, Courts of Appeal, California Supreme Court, Habeas Corpus Resource Center, or trial court requiring Captioning Services; assigned and identified by Accounting Code.

“**Work**” is defined in Appendix A.

“**Work Order**” refers to requests for Work using the online ordering website and/or form sent by email for a JBE to order Captioning Services from Contractor under the Agreement and applicable Participating Addendum.

END OF APPENDIX D

APPENDIX E

PARTICIPATING ADDENDUM

(Note that User Instructions for Participating Entities will be created at the time the Master Agreement is executed)

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 _____ Verbit, Inc.] (“Contractor”) pursuant to the Master Agreement number _____ [add Master Agreement # - see cover page] (“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 Work Order or 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 Work using a Work Order or Purchase Order, subject to the following: such Work Order or Purchase Order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Work Order or 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 the 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 Work Orders or Purchase Orders.
4. The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
5. Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
6. The term of this Participating Addendum shall be from the Effective Date until: [June 30, 2029 – may not exceed the term of the Master Agreement].
7. Additional Conditions. [The JBE and Contractor may insert additional terms and conditions that may be applicable. Note that additional terms and conditions 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]
8. Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>Barbara Moretti, Account Manager</u> <u>169 Madison Ave #2316</u> <u>New York, NY 10016</u> <u>With a copy to:</u> <u>barbara.moretti@verbit.ai</u>	<u>Add name</u> <u>Title</u> <u>Address</u> <u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

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.

[Add full name of the JBE]	Verbit, Inc.
SIGNATURE:	SIGNATURE:
NAME PRINTED:	NAME PRINTED: Nafeesah Pierkhan
TITLE:	TITLE: Vice President, Legal Services

APPENDIX F

OFFLINE CAPTIONING SERVICES
WORK ORDER REQUEST FORM

This Work Order (WO) Request is made by the Judicial Council of California’s Judicial and Trial Court Leadership Office under Agreement No. MA-SF2026-01 with Verbit, Inc.

JUDICIAL COUNCIL OF CALIFORNIA:

Requestor/Contact:

Name:
User Group:
Phone:
Accounting Code¹:

Verbit, Inc.:

Account Manager:

Name: Barbara Moretti, Account Manager
Address: 169 Madison Ave #2316
New York, NY 10016
Email: Barbara.moretti@verbit.ai
Phone: (646) 6300-7781

Work Order Received Date: Click or tap to enter a date.
Confirmation of Event/Project: Date Time Language(s) File Types Deliverable Date
Fixed Hourly Rate for Services Requested:
Captioner(s) to Provide Services²: On Unsatisfactory List: Yes No
Notes for JCC:

For Verbit, Inc. Use Only	
Date:	_____
Submitted by:	_____
Auth. Signature:	_____
Authorized by:	_____

For JCC Use Only	
Date Submitted:	_____
Submitted by:	_____
Auth. Signature:	_____
Authorized by:	_____

¹ Accounting code is the JCC charge code.
² Name and/or Unique Identifier

OFFLINE CAPTIONING SERVICES WORK ORDER REQUEST FORM			
<u>Description of Services³</u>			
Request Type:	<input type="checkbox"/> Standard ⁴	<input type="checkbox"/> Urgent ⁵	
Name of Event:			
Service Date(s) and Time(s) ⁶ :	Day 1: Click or tap to enter a date. Time:	Day 2: Click or tap to enter a date. Time:	Day 3: Time:
Participant List, Lexicon Attached:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Closed Captioning Request Type:	<input type="checkbox"/> Live, Real-Time Event	<input type="checkbox"/> Pre-Recorded Project	
Language(s) of Closed Captioning:	<input type="checkbox"/> English <input type="checkbox"/> Tagalog	<input type="checkbox"/> Spanish <input type="checkbox"/> Vietnamese	<input type="checkbox"/> Cantonese <input type="checkbox"/> Mandarin
Live Real-Time Editing:	<input type="checkbox"/> Unedited Transcript	<input type="checkbox"/> Edited Transcript	
Pre-Recorded Project or Post-Event Editing:	<input type="checkbox"/> Pre-Recorded Project	<input type="checkbox"/> Post-Event Unedited	<input type="checkbox"/> Post-Event Edited
Language(s) of Transcript(s):	<input type="checkbox"/> English <input type="checkbox"/> Tagalog	<input type="checkbox"/> Spanish <input type="checkbox"/> Vietnamese	<input type="checkbox"/> Cantonese <input type="checkbox"/> Mandarin
Files Requested:	<input type="checkbox"/> .docx	<input type="checkbox"/> .smi	<input type="checkbox"/> .srt format
Notes:			

³ Refer to Master Agreement Appendix B, Payment Provisions

⁴ More than three business days before event date.

⁵ Three or less business days before event date.

⁶ Time is scheduled event time or length of pre-recorded project.