

STANDARD AGREEMENT

[Agreement number]

1. In this agreement (“Agreement”), the term “Contractor” refers to [Contractor name], and the term “Judicial Council” refers to the **Judicial Council of California**

2. This Agreement is effective as of [Date] (“Effective Date”) and expires on [Date] (“Expiration Date”).

3. The maximum amount the Judicial Council may pay Contractor under this Agreement is \$[Dollar amount] (the “Contract Amount”).



4. The purpose or title of this Agreement is:

Audiovisual system software configuration, development, and system repair services for the Porterville courthouse.

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

5. 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 is mutually binding on the parties in accordance with its terms.

- Appendix A – Statement of Work
- Appendix B – Pricing and Payment
- Appendix C – General Terms and Conditions
- Appendix D – Defined Terms
- Appendix E – The Licensed Software
- Appendix F – Maintenance and Support Services

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
<p>Judicial Council of California</p>	<p>CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i></p> <p>[Contractor name]</p>
<p>BY <i>(Authorized Signature)</i></p> <p></p>	<p>BY <i>(Authorized Signature)</i></p> <p></p> <div style="border: 2px solid blue; border-radius: 15px; background-color: #4a7ebb; color: white; padding: 10px; text-align: center; width: fit-content; margin: 0 auto;"> <p>Sample Do Not Sign</p> </div>
<p>PRINTED NAME AND TITLE OF PERSON SIGNING</p> <p>[Name and title]</p>	<p>PRINTED NAME AND TITLE OF PERSON SIGNING</p> <p>[Name and title]</p>
<p>DATE EXECUTED</p>	<p>DATE EXECUTED</p>
<p>ADDRESS</p> <p>455 Golden Gate Avenue San Francisco, CA 94102</p>	<p>ADDRESS</p> <p>[Address]</p>

APPENDIX A: Statement of Work

This Statement of Work is subject to the Agreement between Contractor and the Judicial Council. By executing this Statement of Work, the Parties agree to be bound by the terms and conditions set out in the Agreement with respect to the Work to be provided under this Statement of Work.

1. Term of this Statement of Work.

The Expiration or termination of the Agreement will not serve to terminate this Statement of Work. All applicable terms and conditions of the Agreement will continue to apply to this Statement of Work until the expiration or termination of this Statement of Work.

2. JUDICIAL COUNCIL's Requirements and Description of the Work.

The Porterville courthouse has an existing audio visual system detailed in Attached Schematics. Contractor will write the software to run the Crestron and Biamp system. Contractor will develop, write, install, test and deploy into production software to meet the functional requirements of Deliverables detailed below.

Contractor will conduct installation, testing, and deployment to production in the Porterville Superior Court located at 300 E Olive Avenue, Porterville, CA 93257. Contractor will schedule onsite work with the Director, Information Technology Department, Superior Court of California, County of Tulare or his designee. Onsite work must be completed in rooms when they are not being used or outside of court operating hours which are 8:00 am – 5:00 pm, Monday – Friday.

The following rooms are included in the scope:

- Three (3) conference rooms;
- One (1) jury assembly room,
- One (1) mediation-workshop room, and
- Nine (9) courtrooms.

The following rooms are not included in the scope:

- Six (6) jury deliberation rooms;
- One (1) child waiting room; and
- One (1) briefing-break room.

Contractor will correct the following issues with the current audiovisual system and the complete the associated Deliverables:

Porterville Typical Courtroom Performance Specification

This specification covers eight courtrooms as follows: D15 and D16 on the first floor, D17, D18 and D19 on the second floor and D21, D22 and D23 on the third floor. The added capabilities of courtroom D20 are listed separately. Confirm that the touch panel can be plugged into either the judge's or clerk's location.

Courtroom microphones

1. Press the touch panel to wake it, and press the state seal to turn the system on. The touch panel should show a screen with The **Simplified Audio Video** page shown. Press the **Room** button and note the lamp hours for future reference. Return to the Audio/Video page.
2. The Left and Right Counsel, Clerk, Judge and Witness microphones should be ON by default, and all other microphones should be OFF.

3. Press the **Setup** button, enter the password and press the **Change Mute Function** button. Press all the microphone buttons to select **Mute Stays Where Selected**, which selects the toggle mute function.
4. Test each of the microphones in turn, making sure that using a microphone in the well is not reproduced in the well loudspeakers and using a microphone at the bench (clerk, Judge or Witness) is not reproduced in the bench loudspeakers. Connect the lectern microphone (between the Counsel tables) and test it as well. This tests that the audio system is set up for a mix-minus configuration.
5. Press the **Go to Advanced** button, and test all the spare microphone locations by moving microphones to these locations, except for the **Holding Cell** microphones. The **Holding Cell** microphones will be tested later. Return the microphones to their primary locations when this test is complete.
6. With the Advanced Audio page visible, switch to another page (i.e. Audio Conf) and switch back to the Audio page. The page should default back to the Simplified Audio-Video page.
7. Test the touch panel microphone volume control, and verify that it has adequate volume when at maximum but not high enough to cause feedback. Verify that, if the bar graph is in the middle, the volume is about at half.
8. Confirm that the mute button on all the microphones lights the green LED on the base when the microphone is active and alternates between mute and active (ON). This applies only to the **Counsel**, **Clerk** and **Judge** microphones. Verify that the mute status of each microphone is synchronized between the green LED on the microphone base and the icon on the touch panel.
9. Verify that, if viewed from the bench, that the graphical left-right orientation of the touch panel microphone icons agrees with the physical arrangement of the courtroom. This applies to the counsel microphones and the clerk/witness microphones.
10. Verify that, if the microphone is muted on the touch panel, that it cannot be un-muted at the microphone base. In other words, the control system over-rides the mute button on the base.
11. Test that the assistive listening Infrared headsets, when set to channel 1, have adequate volume and reproduce the same audio as the ceiling loudspeakers. Verify that they are not affected by the touch panel volume control.
12. Test that the wireless microphone volume is about at the same level as the wired microphones, and that it works throughout the courtroom without dropouts. The **Routed to Speakers** button should be selected.
13. Select the **Routed to Headset Ch 3** function, and set the assistive listening receiver to channel 3. Confirm that the wireless microphone is only heard in the headsets.

14. Press the **Side Bar** button. Pink noise should be heard through all loudspeakers except those over the bench. The volume should be controllable through the pop-out volume control. Verify that, if the bar graph is in the middle, the volume is about at half. All audio, including all microphones except the judge, are muted. The Judge's microphone shall be routed to the Court reporter and to the clerk's recording feed. Confirm that the same function should be enabled and indicated on the Judge's button panel, by lighting the adjacent LED.

Holding Cells audio

1. Holding cells between pairs of courtrooms can hold inmates associated with either courtroom. The following are the pairs of courtrooms:
Departments D15 and D16
Departments D18 and D19
Departments D20 and D21
Departments D22 and D23
Press the **Holding Cell** buttons for microphone and speaker in the first courtroom in the list above. Verify that audio is sent and received from the appropriate holding cell at adequate volume.
2. While this condition is enabled in the first courtroom, go to the second courtroom and attempt to do the same thing. See that a warning screen appears on the touch panel in the second courtroom saying that the holding cell is in use by the adjacent courtroom.
3. Repeat the test steps 1 and 2, reversing the first and second courtrooms.

Teleconference system

1. Press the **Teleconf** button. The projection screen should stay up and the projector should stay off.
2. Have someone to call on a land line telephone. It must be a land line telephone in order to properly test the function of the echo-cancel system. The person could be within the same building.
3. Press the **Answer** button; a dial tone should be heard in the room. The volume control should adjust the volume, and the **Mute** button below the volume control should work. Press the **Hangup** button to disconnect the phone.
4. Enter a number using the keypad, and verify that the number is displayed above the keypad. Confirm that the **Clear All** and **Backspace** buttons work as expected. Press the Call button to place the call.
5. Confirm with the caller that they do not hear their own voice coming back to them as an echo. An incorrectly configured echo-cancelling function cannot be determined within the conference room; its proper function must be verified by the called party.
6. Have both parties to the call count to 10 simultaneously. Confirm that both parties can hear the other person while they are speaking. This confirms full duplex operation.
7. Confirm that the **Mute Mic** button works by counting to 10 and pressing the button twice in the middle to confirm that the other party does not hear the entire countdown.

8. Press the headphone Ch2 button and verify that the caller's voice now only comes through the assistive listening receiver channel 2.
9. Verify that the speed dial capability allows saving and recalled stored phone numbers.

Videoconference in Division 20 courtroom

Perform a videoconference in the Division 20 courtroom. This can be done with a Polycom test site, or with the portable videoconference system in the courthouse. Test that the video mute and microphone mute functions work correctly and are indicated on the videoconference screen. Confirm that all three cameras work correctly and that presets can be set and recalled. Test that far end camera control functions, if the far end allows it.

Audio Outputs

1. Connect the court's FTR (For The Record) audio recorder to the first four recording outputs at the clerk's location. Verify that the channels are assigned as follows:
 1. Judge and Clerk (with sidebar at the discretion of the court)
 2. Witness, telephone line 2 receive
 3. Left Counsel, wireless microphone, telephone receive, videoconference receive in D20
 4. Right Counsel, lectern
2. Verify that all audio is output at the court reporter floor box.

Evidence Presentation

1. Press the **Audio/Video** button, then press the **Left Counsel** button. The Left Counsel icon should say **Selected**, the warmup progress bar should start, the projection screen should drop and the projector should turn on.
2. Connect a laptop to the Left Counsel location, and observe the image on the projection screen. It must be in focus and fill the screen from edge to edge. Use both the VGA and HDMI connection.
3. Play audio on the laptop, it should be heard within the room, and the volume bar graph should adjust the volume. The audible volume should be about half when the bar graph is about half.
4. Repeat steps 1 through 3 at the **Right Counsel, Lectern, Clerk** and **Judge's** Laptop inputs.
5. Confirm that the separate **Mute Video** and **Mute Audio** button on each page mutes all video and audio sources. Confirm that the Mute button on the Judge's button panel mutes both video and audio simultaneously.
6. The **Gallery Monitor Power** should be on by default. Press the **Room** Button. Connect an external monitor with HDMI inputs to the two wall mounted Gallery Monitor interfaces at the rear of the courtroom, and test that these feeds work correctly and are controlled by the **Gallery Monitor Power** button.

Room Page

1. Test that the **Projector Power** and projector **Blank** functions operator correctly. Test the manual **Projection Screen** controls.
2. Test that the Sun Shades and Blackout Shades buttons operator correctly.
3. Test that the **Lights** button select lighting preset scenes. The lighting levels for each scene has been set by others. Test that the **Dimmer** controls change the light level in any of the scenes.
4. Test the audio feed from courtroom Department 20 to the Mediation/Workshop Room 143. It must be enabled in both Department 20 and the Mediation/Workshop Room 143.

Shutdown Sequence

1. With the projector ON, press the **Power** button, and confirm that pressing the **Cancel and Return** button returns to the previous screen. Again, press the **Power** button, then **Turn System OFF** and confirm that the County Seal is shown, the projector turns off and the screen retracts into the ceiling.

Porterville Mediation/Workshop Performance Specification: Room 143/143A

This is a divisible room, and, with the deployable wall open (rooms combined), the room acts on one space, with the touch panels tracking each other. With the deployable wall closed (rooms separate), each room works independently. Before starting these tests, make sure that the assistive listening receiver batteries are charged.

Combined/Separate Function: Room 143

1. Press the touch panel in room 143 to wake it, and press the state seal to turn the system on. The touch panel should show as screen with a row of buttons across the top, volume control on the right and the remainder of the screen empty.
2. Move the wall to interrupt the partition sensor, and verify that the **Rooms Combined** and **Rooms Separate** buttons depress alternately when the wall is opened and closed in both rooms 143 and 143A. The **Rooms Combined** buttons should depress when the wall is open, and the **Rooms Separate** buttons should depress when the wall is closed. Note that pressing either button momentarily in either room will over-ride the partition sensor. With the rooms combined, press the **Room** button and note the lamp hours for future reference.

Rooms Separate

1. With the rooms separate, in room 143, press the **Video Sources** button. A representation of the table should be shown, with two **Laptop** buttons. Connect a Laptop to one of the table boxes, and press the appropriate button. Test both VGA/Audio and HDMI connections. The projection screen should lower, the projector should turn on with a progress bar graph on the touch panel during the warmup. When the projector is warmed up, the laptop image should be visible of the screen, and the image should fill the screen from edge to edge and in focus.

2. Verify that the projector in room 143A remains off, and the projection screen remains up.
3. Play audio on the laptop, it should be heard within the room, and the volume bar graph should adjust the volume. The audible volume should be about half when the bar graph is about half.
4. Confirm that the assistive listening system audio is heard throughout room 143 and is not affected by the touch panel volume control.
5. Verify that audio is not heard in room 143A, both through the ceiling loudspeakers and the assistive listening system.
6. Repeat steps 3 through 6 above using the other room 143 laptop input.
7. Press the **Room** button and press the **Projector OFF** button in room 143.
8. Repeat steps 1 through 6, reversing rooms 143 and 143A.

Rooms Combined

1. With the rooms combined, press the **Video Sources** button on the touch panel in room 143. Connect a Laptop to one of the table boxes in room 143, and press the appropriate button. Only the projector and screen should energize in room 143. Press the **Room** button, and turn the projector on in room 143A.
2. Connect a laptop to one of the table boxes, and observe that the image is viewable in both rooms 143 and 143A.
3. Play audio on the laptop, it should be heard in both rooms 143 and 143A and the volume bar graphs on the touch panels in both rooms should be synchronized. Either room can be used to adjust the volume.
4. Confirm that the assistive listening system audio is heard throughout both rooms and is not affected by the touch panel volume control.
5. Repeat steps 1 through 4 above using the other room 143 laptop input.
6. Press the **Room** button, and also press the **Projector OFF** buttons for both projectors.
9. Repeat steps 1 through 6, reversing rooms 143 and 143A.

Room Page

1. Press the **Room** Button. Check to see if the lamp hours has incremented, or at least shows a reasonable number.
2. Confirm that the proper projector buttons are highlighted to indicate the status of the projector, and that they can manually turn the projector on and off. When the projector is cooling, verify that the cooling bar graph is shown on all screens.
3. Check that the UP-Down manual screen buttons work.

System Power

1. Press the **Power** button, and confirm that the **Cancel and Return** button returns the touch panel to its previous state.
2. With the rooms separate, confirm that the **Turn System OFF** button turns off the projector and raises the projection screen only in the affected room, and turns off the projectors and raises the screens in both rooms when the rooms are combined.

Porterville Jury Assembly Performance Specification

Two people should be available to do these tests. The two touch panels, one wall mounted in the staff area and one at the reception counter. They track each other, and work identically. The abbreviation TP refers to either touch panel. In performing these tests, move back and forth between the two locations to make sure that both perform identically. Before starting these tests, make sure that the assistive listening receiver batteries are charged.

A. System initialization

1. Press the touch panel to wake it, and press the state seal to turn the system on. The touch panel should show a screen with **Waiting Area, Quiet Room, and Power**, with **TV, Blu-ray, Laptop** and **IS OFF** buttons below. Only the **Waiting Area** and **IS OFF** buttons should be selected. There should be three volume controls to the right for **Waiting Area, Quiet Room** and **Microphones**. The area below the three buttons should say “All displays in the main waiting area are off”.
2. Confirm that all monitors in both the Waiting Area and Quiet Room are off.

B. Microphones

1. Test that each of the three microphones in the staff area and one at the reception counter are heard through all loudspeakers in both the Waiting Area and Quiet Room.
2. Test that the TP volume controls the volume, and that the audible volume is about half when the bar graph is about half.
3. Test that the **Mute** button mutes all the microphones.

C. Televisions

1. Press the **TV** button, all the monitors in the Waiting Area should turn on, and those in the Quiet Room should remain off.
2. With the **Waiting Area** and **TV** buttons highlighted, test that all the TV control buttons change the TV signal, including direct entry channel buttons, specific channel buttons, channel up/down etc.
3. Confirm that the Waiting Area bar graph adjusts the volume in the Waiting Area, the audible volume is about half when the bar graph is about half and confirm that no TV sound is heard in the quiet room.
4. Confirm that the assistive listening system audio is heard throughout the Waiting Area and is not affected by the touch panel volume control.
5. Press the **Quiet Room** and then the **TV** Buttons, all monitors in the Quiet Room should turn on, and those in the Waiting Area should remain on.
6. Again, test all the TV control buttons, and make sure that these buttons only control monitors in the Quiet Room.
7. Confirm that the Quiet Room bar graph adjusts the volume in the Quiet Room, the audible volume is about half when the bar graph is about half and confirm that appropriate sound is in both rooms.
8. Move between the two spaces, and confirm that the assistive listening system audio is heard only in the appropriate room and is not affected by the touch panel volume control.
9. Confirm that the Mute buttons only mutes audio the appropriate room.
10. Speak into one of the microphones, and confirm that the TV sound is reduced so as not to conflict with the paging audio, and goes back up in volume when you stop talking.

D. Blu-ray

1. Press the **Waiting Area** button, then **Blu-ray**. Play a DVD in the reception counter player. Confirm that the Blu-ray is viewed and heard only in the Waiting Area, and that the Waiting Area bar graph adjusts the volume in this area.
2. Press the **Quiet Room** button, then **Blu-ray**. Confirm that the Blu-ray is viewed and heard also in the Quiet room.
3. Speak into one of the microphones, and confirm that the Blu-ray sound is reduced so as not to conflict with the paging audio, and resumes the previous level when you stop talking.

E. Laptop Connection

1. With the Blu-ray still playing in the quiet room, press the **Waiting Area** button, and then **Laptop**.

2. Connect a laptop computer to the floor box, both with VGA/audio and HDMI connections, in the main Waiting Area and observe the computer image on the monitors, and hear audio from the laptop through the loudspeakers.
3. Confirm that audio from the laptop computer is heard only in the Waiting Area, and the Blu-ray is playing in the Quiet Room.

F. System Power

1. Play TV in both spaces. Confirm that the **IS ON** buttons turn off the monitors and sound in the appropriate rooms, and selecting a source turns the appropriate monitors and sound back on.
2. With the monitors in both rooms on, press the power button, then the **ALL OFF** button. All monitors should turn off, along with the sound.

Porterville Conference Room Performance Specification

Teleconference

15. Press the touch panel to wake it, and press the state seal to turn the system on. The touch panel (on the wall by the entrance) should show a screen with **Video Sources**, **Teleconf**, **Room** and **Power** buttons, with a volume control to the right. Press the **Room** button and note the lamp hours for future reference.
16. Press the **Teleconf** button. The projection screen should stay up and the projector should stay off.
17. Have someone to call on a land line telephone. It must be a land line telephone in order to properly test the function of the echo-cancel system. The person could be within the same building.
18. Press the **Answer** button; a dial tone should be heard in the room. The volume control should adjust the volume, and the **Mute** button should work. Press the **Hangup** button to disconnect the phone.
19. Enter a number using the keypad. Confirm that the **Clear All** and **Backspace** buttons work as expected. Place a call using the keypad.
20. Confirm with the caller that they do not hear their own voice coming back to them as an echo. An incorrectly configured echo-cancelling function cannot be determined within the conference room; its proper function must be verified by the called party.
21. Have both parties to the call count to 10 simultaneously. Confirm that both parties can hear the other person while they are speaking. This confirms full duplex operation.
22. Confirm that the **Mute Mic** button works by counting to 10 and pressing the button twice in the middle to confirm that the other party does not hear the entire countdown.

Laptop Connection

1. Press the **Video Sources** button, then the **Laptop** button. A representation of the table should be shown, with two **Laptop** buttons. Connect a Laptop to one of the table boxes, and press the appropriate button. The projection screen should lower, the projector should turn on with a progress bar graph on the TP during the warmup. When the projector is warmed up, the laptop image should be visible of the screen, and the image should fill the screen from edge to edge and in focus.
2. Play audio on the laptop, it should be heard within the room, and the volume bar graph should adjust the volume. The audible volume should be about half when the bar graph is about half.
3. Repeat steps 2 and 3 above using the other laptop input.

JCC-TV

1. Press the **JCC-TV** button. The display should switch to the TV tuner, if it is installed.
2. If the TV tuner is installed, test that all the TV control buttons change the TV signal, including direct entry channel buttons, specific channel buttons, channel up/down etc.

Blu-ray

1. Press the **Blu-ray** button. Insert a DVD in the Blu-ray player located in the equipment rack at the rear of the room.
2. Confirm that the controls on the touch panel control the Blu-ray player. Confirm that the image is shown on the projector and audio is heard over the ceiling loudspeakers.

Room Page

1. Press the **Room** Button. Check to see if the lamp hours has incremented, or at least shows a reasonable number.
2. Confirm that the proper projector buttons are highlighted to indicate the status of the projector, and that they can manually turn the projector on and off. When the projector is cooling, verify that the cooling bar graph is shown on all screens.
3. Check that the UP-Down manual screen buttons work.

System Power

1. Press the **Power** button, and confirm that the **Cancel and Return** button returns the touch panel to its previous state.
2. Confirm that presses the **Turn System OFF** button turns off the projector and raises the projection screen.

Contractor will use the approach detailed in Attachment 4.

During testing, Contractor will pull, pack, and ship to the manufacturer for testing any equipment (under an existing warranty) that may not be functioning properly.

- 2.8.1 Contractor agrees that the manufacturer's opinion that equipment is functional will govern and constitute conclusive proof that the equipment is in fact functional.
- 2.8.2 Equipment will be reinstalled by Contractor as required and the system re-tested.

Contractor will demonstrate that all Functional Deliverables, and the system are fully operational, in order to satisfy acceptance criteria shown below.

The Judicial Council's Project Manager and Director, Information Technology Department, Superior Court of California, County of Tulare or their designees will provide acceptance of the Functional Deliverables and the system measured against the acceptance criteria.

Contractor will provide written documentation of all work that has been done, including software.

The Judicial Council's Project Manager and Tulare Superior Court Director of Information Technology or their designees will sign off on the completion and acceptance of deliverables.

Project Schedule: The project is anticipated to begin September 2016, with completion of all documentation by October 31, 2016.

Contractor will furnish all labor and services, and additional equipment necessary for completion of the services outlined throughout this RFP with the following exceptions:

- 2.9.1 Manufacturer-conducted testing of any pre-existing equipment thought to be not functioning properly; and
- 2.9.2 Replacement equipment found by the manufacturer to be non-functioning.

3. Schedule and Date(s) of Delivery.

Milestone 1: Software is written; reviewed by Judicial Council Project Manager; and deemed, in Judicial Council Project Manager's opinion to be ready for upload/installation and testing.

Milestone 2: All Deliverables are completed, tested, demonstrated to, and accepted by, the Judicial Council Project Manager and the Tulare County Superior Court Director of Information Technology.

BY SIGNING BELOW, the Parties agree to be bound by the terms of this Statement of Work as of the SOW Effective Date.

Judicial Council of California

Signature: _____
Name Printed: _____
Title: _____

[NAME OF CONTRACTOR]

Signature: _____
Name Printed: _____
Title: _____

APPENDIX B: Pricing and Payment

1. **Fees.** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the Judicial Council shall pay to Contractor the fees as set forth in this Appendix B. Except as expressly set forth in this Appendix B: (i) such fees are the entire compensation for all Work under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the Judicial Council. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. Contractor shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Contractor to the Judicial Council against any amount payable by the Judicial Council to Contractor under this Agreement.

- *The firm, fixed price in response to the RFP.*
- *Hourly rates in response to the RFP for the pulling, packing, shipping to the manufacturer, and reinstallation of pre-existing equipment thought by the Contractor to be non-functioning and confirmed by the manufacturer to be non-functioning.*
- *A percentage of the firm, fixed price may be paid upon completion of the software development portion of the project.*
- *No less than 50% of the firm, fixed price will be paid upon acceptance of the work following a demonstration of all functional deliverables to the Judicial Council's Project Manager and the Tulare County Superior Court Director of Information Technology.*

2. **Expenses.**

2.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: Hourly rates Shipping of equipment thought to be non-functional to the manufacturer for test and repair if found to be faulty.

2.2 **Limitation on Travel Expenses.** All travel expenses are included in the Contractor's firm, fixed price bid and are the sole responsibility of the Contractor.

2.3 **Limitation on Expenses.** Contractor shall not invoice the Judicial Council, and the Judicial Council shall not reimburse Contractor, for expenses of any type that exceed in the aggregate during the term of any Statement of Work the amount of \$2,000.

2.4 **Required Certification.** Contractor must include with any request for reimbursement from the Judicial Council a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

3. **Invoicing and Payment.**

3.1 **Invoicing.** Contractor's invoices must include information and supporting documentation, including written Acceptance of the software, signed by the Judicial Council's Project Manager; and written Acceptance, signed by the Judicial Council's Project Manager and the Tulare County Superior Court Director of Information Technology, of all Deliverables. The Contractor will submit an invoice to the Judicial Council upon Acceptance of the software, and again, upon Acceptance of all Deliverables by the Judicial Council. The Judicial Council will not make any advance payment for the Work. Contractor shall provide invoices with the level of detail reasonably requested by the Judicial Council. The Judicial Council will pay each correct, itemized invoice received from Contractor after Acceptance, in accordance with the terms hereof.

3.2 **Availability of Funds.** The Judicial Council's obligation to compensate Contractor is subject to the availability of funds. The Judicial Council shall notify Contractor if funds become unavailable or limited.

4. **Taxes.** Unless otherwise required by law, the Judicial Council 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 Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

APPENDIX C: General Terms and Conditions

1. Work

1.1 **Work.** Contractor shall provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

1.2 **Stop Work Orders.**

(a) **Effect.** The Judicial Council may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The Judicial Council shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the Judicial Council shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

(b) **Expiration or Cancellation.** If a stop work order is canceled by the Judicial Council or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The Judicial Council shall make an equitable adjustment in the delivery schedule, and the applicable Statement of Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

1.3 **Change Orders.** From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Statement of Work and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

1.4 **Third Party or Judicial Council Services.** Notwithstanding anything in this Agreement to the contrary, the Judicial Council shall have the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Judicial Branch Entities or Judicial Council Contractors. In the event the Judicial Council performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Branch Entities and any such Third Party, to the extent reasonably required by the Judicial Council. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Judicial Council or a Third Party to perform its services relating to the Work.

1.5 **Data and Security.**

(a) **Safety and Security Procedures.** Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each Judicial Council Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such Judicial Council Work Location.

(b) **Data Security.** Contractor shall comply with the Data Safeguards. Contractor personnel and Subcontractors shall not attempt to access, and shall not allow access to the Judicial Council Data and other Confidential Information that is not required for providing the Work by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the Judicial Council Data or other Confidential Information, Contractor shall promptly, at its own expense: (i) notify the Judicial Council Project Manager of such breach or potential breach; and (ii) if the applicable Judicial Council Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor shall (1) investigate and cure the breach or potential breach and (2) take measures satisfactory to the Judicial Council to prevent such breach or potential breach from recurring.

(c) Security Assessments. At least once a year, or upon the Judicial Council's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with the safety and security policies set forth in this Agreement or any Statement of Work. Contractor shall provide to the Judicial Council the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. The Judicial Council and Judicial Council Contractors may, at the Judicial Council's expense, perform the assessments described in this Section and "snap" assessments (e.g., safety and data/physical security assessments) of the Judicial Council Work Locations.

1.6 Project Staff.

(a) Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Judicial Council Project Manager.

(b) Contractor Key Personnel. The Judicial Council reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the Judicial Council. Contractor shall not replace or reassign any Contractor Key Personnel unless the Judicial Council consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Judicial Council promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Judicial Council, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

(c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Judicial Council in writing in advance. The Judicial Council may withdraw its approval of a subcontractor if the Judicial Council determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Judicial Council rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Judicial Council's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Judicial Council for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Judicial Council; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Judicial Council an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

(d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Judicial Council with regard to assignment of its employees. The Judicial Council may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or Judicial Council Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Judicial Council's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or Judicial Council Contractors. The Contractor Project Manager and the Judicial Council Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then 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.

(e) Conduct of Project Staff.

(i) While at the Judicial Council Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Branch Entities regarding safety and health, security, personal and professional conduct generally applicable to such Judicial Council Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

(ii) Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

(iii) Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council or the Judicial Branch Entities.

1.7 Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. 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.

1.8 Progress Reports. As directed by the Judicial Council, Contractor must deliver progress reports or meet with JUDICIAL COUNCIL personnel on a regular basis to allow: (i) the Judicial Council to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

2 Delivery, Acceptance, and Payment.

2.1 Delivery. Contractor shall deliver to the Judicial Council the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the Judicial Council, Contractor will deliver all equipment purchased by the Judicial Council "Free on Board Destination Freight Prepaid" to the Judicial Council at the address and location specified by the Judicial Council. Title to all equipment purchased by the Judicial Council vests in the Judicial Council upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the Judicial Council at the proper location.

2.2 Acceptance. All Work is subject to written acceptance by the Judicial Council. The Judicial Council may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If the Judicial Council provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Work to the Judicial Council within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor's receipt of the Judicial Council's written acceptance of such corrected Work (each such Judicial Council written acceptance, an "Acceptance"); provided, however, that if the Judicial Council rejects any Work on at least two occasions, the Judicial Council may terminate that portion of this Agreement which relates to the rejected Work at no expense to the Judicial Council.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Judicial Council 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.

3 Representations and Warranties. Contractor represents and warrants to the Judicial Council as follows:

3.1 Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the

execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Judicial Branch Entities under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.

3.2 No Gratuities or Conflict of Interest. Contractor: (i) 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 securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

3.3 No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.

3.4 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Judicial Council.

3.5 No Interference. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.

3.6 Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

3.7 No Harassment / Nondiscrimination. 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 Contractor takes all reasonable steps to prevent harassment from occurring. 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

3.8 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. If the Contract Amount is \$100,000 or more, Contractor is in compliance with: (i) Public Contract Code section 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) Public Contract Code section 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.

3.9 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.

3.10 Child Support Compliance Act. If the Contract Amount is \$100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.11 Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Judicial Branch Entities' benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.

3.12 Work. (i) the Work 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 Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will be free from all defects in materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) all equipment purchased by the Judicial Council from Contractor will be new. The foregoing representation and warranty in Section 3.12(iv) shall commence upon the Judicial Council's Acceptance of the applicable Work, and shall continue for a period of one year following such Acceptance. In the event any Work does not conform to the foregoing provisions of this Section 3.12, Contractor shall promptly correct all nonconformities.

3.13 Malicious Code. No Work will contain any Malicious Code. Contractor shall immediately provide to the Judicial Council written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Judicial Branch Entities' IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the Judicial Council discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Judicial Council, to effect the prompt removal of the Malicious Code from the Work and the Judicial Branch Entities' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

3.14 Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Work to the JUDICIAL COUNCIL. "Four-Digit Date Compliant" Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

3.15 Conflict Minerals. Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the Judicial Council are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934

3.16 Miscellaneous. The rights and remedies of the Judicial Council provided in this Section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section 3 shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Judicial Council if any representation or warranty becomes untrue.

4 Intellectual Property.

4.1 Contractor/Third Party Materials. Contractor shall set forth in an exhibit to each Statement of Work all Contractor Materials and Third Party Materials that Contractor intends to use in connection with that Statement of Work. The Judicial Council shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Judicial Branch Entities, together with all Judicial Council Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

4.2 Rights in Developed Materials. Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Judicial Council. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Judicial Council without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Judicial Council's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor shall promptly notify the Judicial Council upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

4.3 Retention of Rights. The Judicial Council retains all rights, title and interest (including all Intellectual Property Rights) in and to the Judicial Council Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.

4.4 Third-Party Rights. Contractor hereby assigns to the Judicial Branch Entities all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Judicial Branch Entities by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Judicial Council, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.

5 Confidentiality.

5.1 General Obligations. 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 Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 5. The provisions of this Section 5 shall survive beyond the expiration or termination of this Agreement. 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 reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information.

5.2 Removal; Return. Contractor will not remove any Confidential Information from Judicial Branch Entities' facilities or premises without the Judicial Council's express prior written consent. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations.

5.3 Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

6 Indemnification.

6.1 General Indemnity. Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless Judicial Branch Entities and Judicial Branch Personnel against all Claims founded upon or that arise out of or in connection with: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the "Covered Items"). 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 which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council 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.

6.2 Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the Judicial Council's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference: (a) secure for the Judicial Branch Entities the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

7 Insurance.

7.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

(a) Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

(b) Commercial General Liability. The policy must be written on an occurrence form with limits of not less than \$1 million per occurrence, and a \$1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract.; and

(c) Professional Liability. The policy must cover Contractor's acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy shall provide limits of not less than \$1 million per occurrence and annual aggregate.

(d) Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

7.2 "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the Judicial Council's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.

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

7.4 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

7.5 Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the Judicial Council, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under this Section 7.

7.6 Additional Insured Status. With respect to commercial general liability, automobile liability insurance, and, if applicable, umbrella policy, the policies must be endorsed to name the Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liabilities arising out of the performance of the Agreement.

7.7 Certificates of Insurance. Before Contractor begins providing Work, Contractor shall give the Judicial Council certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the Judicial Council. Any replacement certificates of insurance are subject to the approval of the Judicial Council, and, without prejudice to the Judicial Council, Contractor shall not provide Work before the Judicial Council approves the certificates.

7.8 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

7.9 Required Policy Provisions. Each policy must provide, as follows:

(a) Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and noncontributory with any insurance or self-insurance programs maintained by Judicial Branch Entities and Judicial Branch Personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against Judicial Branch Entities and Judicial Branch Personnel for liability arising out of the Work; and

(b) Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

7.10 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

7.11 Consequences of Lapse. If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

8 Term / Termination.

8.1 Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with the terms of this Agreement.

8.2 Termination for Convenience. The Judicial Council may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. The Judicial Council's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the Judicial Council under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.

8.3 Early Termination. The Judicial Council may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default. The Judicial Council may also terminate this Agreement or limit Work (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Branch Entities if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

8.4 Rights and Remedies of the Judicial Council.

(a) All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council 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. If Contractor is in Default, the Judicial Council may do any of the following: (i) 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 or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

(b) If the Judicial Council terminates this Agreement or any Statement of Work in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Branch Entities for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council or Judicial Branch Entities. Contractor shall continue the Work not terminated hereunder.

(c) In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, Judicial Council Data, Judicial Council Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not based on a Default, Judicial Council shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the Judicial Council's termination notice.

8.5 Termination Assistance. At the Judicial Council's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the Judicial Council or to its designee (collectively, "Successor") services reasonably necessary to enable the Judicial Council to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the Judicial Council by Contractor regardless of the reason for termination or expiration. At the Judicial Council's option and election, the Judicial Council may extend the Termination Assistance Period for an additional six (6) months.

8.6 Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any

such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including Sections 3 through 10 of these General Terms and Conditions, and Appendix E.

9 Special Provisions.

9.1 Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contract Amount is \$50,000 or more, Contractor agrees that no Judicial Council funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Judicial Council funds were used for those expenditures and no reimbursement from the Judicial Council was sought for these costs. Contractor will provide those records to the Attorney General upon request.

9.2 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: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

9.3 Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

(a) Contractor shall assign to the Judicial Council 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 Judicial Council pursuant to the bid. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. (GC 4552)

(b) If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

(c) Upon demand in writing by the Contractor, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the Judicial Council has not been injured thereby, or (2) the Judicial Council declines to file a court action for the cause of action. (GC 4554)

9.4 Iran Contracting Act. If the Contract Amount is \$1,000,000 or more, 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 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 Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

9.5 Loss Leader Prohibition. If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

9.6 Recycling. If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication

cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

9.7 Sweatshop Labor. If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Judicial Council under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Judicial Council.

9.8 Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the Parties that this Agreement may have been written for the mutual benefit of both Parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b) This Agreement is valid and enforceable only if sufficient funds are made available to the Judicial Council by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement 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 in any manner.

(c) The Parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the Parties to reflect any reduction in funds.

(d) The Parties may amend the Agreement to reflect any reduction in funds.

9.9 Equipment Purchases. If this Agreement includes the purchase of equipment, this section is applicable. The Judicial Council may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Judicial Council, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Judicial Council at no expense to the Judicial Council. If a theft occurs, Contractor must file a police report immediately.

10 General.

10.1 Audits. Contractor shall allow the Judicial Council and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Judicial Branch Entities and Judicial Council Contractors, on Contractor's premises (or, if the audit is being performed of an Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the Judicial Branch Entities or such Judicial Council Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

10.2 References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

10.3 Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the Judicial Council. Any assignment 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.

10.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (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 below:

If to Contractor:	If to the Judicial Council:
[name, title, address]	<u>Judicial Council of California</u> <u>Attn: Stephen Saddler, Contracts Manager</u> <u>455 Golden Gate Avenue, 6th Floor</u> <u>San Francisco, CA 94102</u>

Either Party may change its address for notification purposes by giving the other Party written 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) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10.5 Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Judicial Branch Entities or Judicial Council Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.

10.6 Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

10.7 Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the Judicial Council.

10.8 Third Party Beneficiaries. Except for the Judicial Branch Entities, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

10.9 Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.

10.10 Follow-On Contracting. Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.

10.11 Order of Precedence. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Statement of Work; (v) Appendix E – The Licensed Software; (vi) Appendix F – Maintenance and Support Services; and (vii) any exhibits to the Agreement.

10.12 Miscellaneous. 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. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party’s waiver of enforcement of any of this Agreement’s terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Time is of the essence regarding Contractor’s performance of the Work. Unless otherwise approved by the Judicial Council in writing in advance, Work may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

APPENDIX D: Defined Terms¹

“Acceptance” is defined in Appendix C, Section 2.2.

“Agreement” means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), Appendix E (Licensed Software), and Appendix F (Maintenance and Support Services).

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

“Business Day” means any day other than Saturday, Sunday or a scheduled Judicial Council holiday.

“Claims” means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.

“Confidential Information” means: (i) any information related to the business or operations of Judicial Branch Entities, including information relating to Judicial Branch Entities’ personnel and users; (ii) all financial, statistical, personal, technical and other data and information of the Judicial Branch Entities (and proprietary information of third parties provided to Contractor) that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (iii) all Deliverables, Developed Materials, Judicial Council Materials and Judicial Council Data. Confidential Information does not include information (that Contractor demonstrates to the Judicial Council’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the Judicial Council’s first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Contract Amount” has the meaning set forth on the Coversheet.

“Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.

“Contractor Project Manager” means the employee identified in a Statement of Work as the Contractor project manager.

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

“Contractor Materials” means Materials owned or developed prior to the provision of the Work, or developed by Contractor independently from the provision of the Work and without use of the Judicial Council Materials or Confidential Information.

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

“Data Safeguards” means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Judicial Council Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to Judicial Council policies or procedures.

“Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach (or in the opinion of the Judicial

¹ Additional capitalized terms may be defined in the other Appendices to this Agreement

Council, 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (y) ensure that these obligations are legal, valid, and binding, or (z) make this Agreement admissible when required is not fulfilled or performed.

"Defect" means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

"Deliverables" means any Developed Materials, Contractor Materials, Third Party Materials, or any combination thereof (including those identified as "Deliverables" in a Statement of Work, together with all Upgrades thereto), as well as any other items, goods, or equipment provided pursuant to the Work (except the Licensed Software).

"Developed Materials" means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or Judicial Council Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

"Documentation" means all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Work; together with all Upgrades thereto.

"Effective Date" has the meaning set forth on the Coversheet.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

"IT Infrastructure" means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

"Judicial Council" has the meaning defined in the coversheet of this Agreement.

"Judicial Council Contractors" means the agents, subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

"Judicial Council Data" means all data and information of the Judicial Branch Entities or Judicial Council Contractors disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Judicial Branch Entities and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

"Judicial Council Project Manager" means the individual appointed by the Judicial Council to communicate directly with the Contractor Project Manager.

"Judicial Council Work Locations" means any Judicial Council facility at which Contractor provides Work.

"Judicial Council Materials" means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a Judicial Council Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

"Judicial Branch Entity" or **"Judicial Branch Entities"** means the Judicial Council and any California superior or appellate court, the Judicial Council of California, , and the Habeas Corpus Resource Center; these entities comprise the "Judicial Branch."

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

“Licensed Software” means Contractor’s software set forth in Appendix E, including Source Code and object code versions of such software, in whatever form or media, together with all Upgrades and Documentation thereto.

“Malicious Code” means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Judicial Branch Entities’ hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

“Maintenance and Support Services” means the services provided by Contractor under Appendix F.

“Materials” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

“Parties” means the Judicial Council and Contractor, collectively.

“Party” means either the Judicial Council or Contractor, as the case may be.

“Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

“Source Code” means human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.

“Specifications” means with respect to each Deliverable, Licensed Software, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements.

“Statement of Work” means one or more statements of Work to be provided pursuant to and governed under the terms of this Agreement, substantially in the form attached as Appendix A, as agreed to by the Parties.

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

“Term” means the term of this Agreement.

“Termination Assistance Period” means the period commencing upon the expiration or termination of this Agreement and each Statement of Work and expiring six (6) months thereafter, as such period may be extended by the Parties.

“Third Party” means any person or entity other than the Judicial Council or Contractor.

“Third Party Materials” means Materials that are licensed or obtained by Contractor from a Third Party.

“Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, patches for, the Licensed Software, Deliverables, Documentation, or any other portion of the Work.

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

“Workaround” means a temporary modification to or change in operating procedures for the Work that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Work complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Work or any reloading of data; and (iii) does not otherwise impose any requirements that would impede an end user’s efficient use of the Work.

“Work Location(s)” means any Judicial Council Work Location or Contractor Work location.

APPENDIX E: THE LICENSED SOFTWARE

1. The Licensed Software. Contractor will provide all on-site services necessary to install the Licensed Software. Contractor will provide the following training for the use and operation of the Licensed Software:



2. Software License. Contractor grants to the Judicial Branch Entities a fully paid-up, perpetual, irrevocable, worldwide, royalty-free, nonexclusive license to: (i) install, use and host the Licensed Software; (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes, or to the extent reasonably necessary to enable access to and use of the Licensed Software; (iii) modify the Licensed Software for judicial branch purposes and use; and (iv) use the Licensed Software in conjunction with other software developed or acquired by Judicial Branch Entities. The Judicial Branch Entities' rights hereunder shall extend to permit the installation, use, hosting and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (a) any law enforcement, judicial or other governmental entity for purposes reasonably related to the business or operations of the California judicial branch, (b) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the Judicial Branch Entities, and (c) Judicial Council Contractors, but only in connection with their provision of goods or services to Judicial Branch Entities. The foregoing use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility. All data created and/or processed by the Licensed Software shall remain the property of the Judicial Branch Entities, nor shall Contractor have any rights in or to such data.

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the JUDICIAL COUNCIL: _____

The Services or Deliverables are:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

(i) Title: _____
(ii) _____
(iii) Date: _____

END OF ATTACHMENT