

**Attachment 2, Contract Terms**

**EXHIBIT A  
STANDARD PROVISIONS**

1. **Indemnification**

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. **Relationship of Parties**

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. **Termination for Cause**

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such

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manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in Contractor's performance of this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

*END OF EXHIBIT*

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**EXHIBIT B  
SPECIAL PROVISIONS**

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“After Hours”** means outside the hours of 8 am to 6 pm PST on weekdays and anytime during the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. **“Administrative Director”** refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“BTV Programming”** shall mean the business television programming content that the State provides to the Contractor.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- F. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**

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- G. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- H. The “**Contractor**” means the individual, association, partnership, firm, company, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, digital photos, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- L. “**Force Majeure Event**” means a delay which impacts the timely performance of Work for which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Force Majeure Events do not include nonperformance or failures of Subcontractors, but do include although are not limited to the following:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- M. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or

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- ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
  
- O. **"Preemptive Event"** means the failure or malfunction of any equipment or transmission lines transmitting the Contractor's programming in whole or in part, or, in the Contractor's sole and absolute discretion, the requirement for maintenance, testing, or relocation of such equipment and/or transmission lines.
  
- P. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State, and the State's representatives.
  
- Q. The **"State"** refers to the Judicial Council of California, Administrative Office of the Courts (**"AOC"**). The State is one of the parties to this Agreement.
  
- R. **"State Standard Agreement"** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **"Contract Counterpart."**
  
- S. **"Stop Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
  
- T. **"Subcontractor"** means an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **"Subcontractor"** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
  
- U. **"Switch"** means the AT&T San Francisco, CA central office which receives the State's signal and at which point the Contractor will route the signal to the uplink facility.
  
- V. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
  
- W. **"To Be Determined"** or **"TBD"** are those items that are not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to

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award or by mutual agreement between the Contractor and the State and incorporated into the Agreement via Amendment(s).

- X. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 29, Agreement Term(s) and Options to Renew.
- Y. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- Z. **“Telecast”** shall mean a single event in which BTV Programming is provided to the Contractor and transmitted by the Contractor pursuant to this Agreement.
- AA. **“Transmission Credit”** means a credit that is provided by the Contractor to the State when an interruption of transmission service occurs as described herein.
- BB. **“Uplink Facility”** means the uplink site located in Cheyenne, Wyoming, belonging to the State’s service provider under a separate contract with DISH Network L.L.C.
- CC. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

### 2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.

### 3. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, **TBD**, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

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**TBD**, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

B. Notice to the Contractor shall be directed in writing to: **TBD**

4. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. State's Obligation Subject to Availability of Funds

- A. The State's obligations under this Agreement are subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

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- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

6. Stop Work

- A. The State may, at any time, by written Notice, as a Stop Work Order, to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as



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set forth under this Exhibit, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

### 7. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

### 8. Contractor's Personnel--Replacement

- A. The State reserves the right to disapprove the continuing assignment of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills, acceptable to the Project Manager.
- B. If any of the Contractor's personnel identified within the Agreement become unavailable during the Term of this Agreement, the Contractor will supply a substitute acceptable to the Project Manager.
- C. If any of the Contractor's personnel identified within the Agreement become unavailable and the Contractor cannot furnish a substitute acceptable to the Project Manager, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

### 9. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such

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employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

10. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the State of residency.
  - ii. In the event Contractor has employees: Employer's Liability with limits not less than \$1,000,000.00 for each accident.
  - iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage; \$2,000,000.00 aggregate.
  - iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily

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Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability and Automobile Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
  - i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- G. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.

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H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7<sup>th</sup> Floor, San Francisco, CA 94102-3688.

11. Continued Provision of The Work

- A. If a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered, or delayed by any Force Majeure Event, such party shall use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. To the extent a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered, or delayed by a Force Majeure Event and such non-performance, hindrance, or delay could not have been reasonably prevented, then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and such party continues to use its best efforts to recommence performance pursuant to the foregoing sentence. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.
- B. If a Force Majeure Event continues to prevent, hinder, or delay performance of any of the Work for more than thirty (30) Days, the State may terminate this Agreement, in whole or in part, as of a date specified by the State in a termination Notice to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any Force Majeure Event.
- C. A non-performing party shall be obligated to mitigate the impact of its non-performance notwithstanding the Force Majeure Event.
- D. Whenever a Force Majeure Event causes the Contractor to allocate leveraged resources between or among the Contractor's customers, the State and the Work shall receive at least the same priority as they received immediately prior to the Force Majeure Event and no other customer of the Contractor shall receive higher priority in respect of such leveraged resources.

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12. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or “GAAP.”

13. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to a Force Majeure Event, although the performance period of the Agreement may be amended due to a Force Majeure Event. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

14. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

15. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

16. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by Project Manager.

17. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

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18. Security of Integrity of the State's Programming

The Contractor shall provide its best efforts to insure integrity and security of the State's programming, including the use of automated tape-back up systems, secure servers, and restricted access to back office systems. The State will agree to maintain separate backups of any programming other than the backup systems that the Contractor has in place.

19. Content of the State's Materials

- A. The State shall retain all rights, including all trademark, licensing, and copyright rights, in the original content Materials.
- B. The Contractor is not required to actively monitor the State's Materials nor is the Contractor expected to exercise any editorial control over the content of any Material that the State uploads into the Contractor's service. However, the Contractor shall have the right to remove any and/or all of the State's materials from the Contractor's service that are, in the Contractor's discretion, potentially illegal, a violation of trademark and/or copyright, or may subject the Contractor to liability. Upon removal of such materials, the Contractor shall notify the State of the removal of the materials, as well as the reason for removal.

20. Service Guarantee

That Contractor agrees throughout the Term of this Agreement, the guarantee set forth in this provision shall apply. The Contractor guarantees that Work performed pursuant to this Agreement shall be fit for use as reasonably intended by the parties and shall be in accordance with Contract and performance requirements.

21. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

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Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

### 22. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 23. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

### 24. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

### 25. Nondiscrimination/No Harassment Clause

A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

26. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

27. Licenses, Approvals, Permits and Authorizations Required by Applicable Law

The Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws for the performance of the Work. The Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations. The Contractor shall be responsible for any fines and penalties arising from its noncompliance with any applicable law, to the extent such noncompliance was not caused by the AOC.

28. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.



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29. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Work of the Agreement shall commence **May 1, 2010** and the Agreement shall expire **April 30, 2011** ("**Initial Term**"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- C. The parties agree that the State may elect to extend the Agreement up to two (2) consecutive optional two-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
  - i. **May 1, 2011 – April 30, 2013** ("**First Option Term**").
  - ii. **May 1, 2013 – April 30, 2015** ("**Second Option Term**").
- D. In the event any option Term is exercised under this Agreement, the unit prices and fees applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The unit prices and fees as incorporated in Exhibit C, Payment Provisions, may be negotiated by the parties for each subsequent consecutive Term, as long as the negotiated unit prices or fees do not increase more than the lesser of three percent (3%) or the Consumer Price Index ("CPI") over the unit prices or fees established for the Work of the previous Term.
- E. In the event the State elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State's Standard Agreement form.

30. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

31. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

**Attachment 2, Contract Terms**

32. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

33. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

34. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

35. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

*END OF EXHIBIT*

**Attachment 2, Contract Terms**

**EXHIBIT C  
PAYMENT PROVISIONS**

1 Contract Amount

- A. As further set forth in this Exhibit, the total amount the State may reimburse the Contractor for performing the Work of the Agreement shall be the actual cost not to exceed the Contract Amount of **TBD**.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's price does not (i) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.
- C. If the Agreement is amended to include any optional Term, as set forth in Exhibit A, Standard Provisions, paragraph 29, Agreement Term(s) and Options to Renew, the parties agree that (i) the total Contract Amount, as set forth in this provision, will be amended to incorporate funding for reimbursement at actual cost not to exceed amount(s) to be determined for such work and (ii) the "**TBD's**," as set forth in the tables in this Exhibit, for each applicable option Term, will be replaced with negotiated unit prices or fees.

2 Compensation for Contract Work

For performing the Work of this Agreement, the State shall compensate the Contractor for the actual cost not to exceed the Contract Amount, as set forth in paragraph 1, above, at the prices and fees set forth in this provision, below, inclusive of all costs, benefits, expenses, markups, fees, overhead, and profits.

- A. **Television Transmission Service.** For providing television transmission service, as set forth in Attachment 2, Exhibit D, Work to be Performed, the State shall pay the Contractor at the fixed unit prices set forth in Table 1, below.

Table 1:

NO.	DESCRIPTION	UNIT PRICE
1	Cost to arrange switches at AT&T Hub (including the actual switching cost)	<b>TBD</b> per event

**Attachment 2, Contract Terms**

No.	DESCRIPTION	UNIT PRICE
2	Transmission cost from AT&T hub in San Francisco, CA to the Contractor's facilities.	<b>TBD</b> per hour
3	Transmission cost from the Contractor's facilities to DISH Network L.L.C.'s uplink site in Cheyenne, WY.	<b>TBD</b> per hour

- B. Alternate Means of Transmission.** If the State requests that the Contractor provide an alternate means of transmission as set forth in Exhibit D, Work to Be Performed, the State shall reimburse the Contractor the actual cost that the provider of the alternate means of transmission bills the Contractor for such transmission, not including any markup from the Contractor, and the Contractor shall provide the requested alternate means of transmission. The Contractor shall obtain the State's written approval of the cost for the alternate means of transmission from the Project Manager prior to placing the order with the provider of the alternate means of transmission. Upon request, the Contractor shall provide the State a copy of the applicable invoice/bill.
- C. Variable Costs.** For providing television transmission services for various levels of signal quality or type, as set forth in Exhibit D, Work to be Performed, the State shall pay the Contractor at the fixed unit prices set forth in Table 2, below.

Table 2:

No.	TYPE OF SIGNAL	RATE PER HOUR
1	4 Mbps	<b>TBD</b>
2	6 Mbps	<b>TBD</b>
3	8 Mbps	<b>TBD</b>
4	12 Mbps	<b>TBD</b>
5	C and Ku Band, encoded	<b>TBD</b>
6	C and Ku-Band, unencoded	<b>TBD</b>
7	Fiber	<b>TBD</b>
8	MPEG	<b>TBD</b>

- D. Cancellation Fee.** In the event the State cancels a scheduled Telecast which has been made by the State on a Broadcast Event Request Form accepted by the Contractor, as set forth in Attachment 2, Exhibit D, Work to be Performed, the State shall pay the Contractor a cancellation fee at the fixed unit prices set forth in Table 3, below.

**Attachment 2, Contract Terms**

Table 3:

No.	TIME PRIOR TO BROADCAST WHEN CANCELLATION OCCURS	DESCRIPTION OF FEE	CANCELLATION FEE
1	1 hour	<b>TBD</b>	<b>TBD</b>
2	6 hours	<b>TBD</b>	<b>TBD</b>
3	1 day	<b>TBD</b>	<b>TBD</b>
4	3 days	<b>TBD</b>	<b>TBD</b>
5	1 week	<b>TBD</b>	<b>TBD</b>
6	2 weeks	<b>TBD</b>	<b>TBD</b>

- E. **Transmission Credit.** When an interruption occurs, the Service Provider will provide the State with a Transmission Credit. The Transmission Credit could take the form of cost reimbursements, future transmission time, or some other form of compensation, at the fixed unit prices set forth in Table 4, below.

Table 4:

NO.	NUMBER OF MINUTES	TYPE OF CREDIT	VALUE OF CREDIT
1	1/2	<b>TBD</b>	<b>TBD</b>
2	1	<b>TBD</b>	<b>TBD</b>
3	2-5	<b>TBD</b>	<b>TBD</b>
4	6-10	<b>TBD</b>	<b>TBD</b>
5	11-15	<b>TBD</b>	<b>TBD</b>
6	16-30	<b>TBD</b>	<b>TBD</b>
7	30-45	<b>TBD</b>	<b>TBD</b>
8	45-60+	<b>TBD</b>	<b>TBD</b>

3 Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in the Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

4 Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use

**Attachment 2, Contract Terms**

taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5 **Method of Payment**

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, as set forth in Exhibit D, Work to be Performed, but no more often than monthly. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
  - ii. An unique invoice number;
  - iii. The Contractor's name and address;
  - iv. The taxpayer identification number (the Contractor's federal employer identification number or social security number, as applicable);
  - v. A description of the completed Work, including Tasks rendered, Deliverable(s) made;
  - vi. The dates and times Work was provided;
  - vii. The contractual charges, including itemization of charges specifying the applicable transmission services fees, cancellation charges, and/or any other applicable charges set forth in this Agreement;
  - viii. the Transmission Credit deductions, including an itemization of credits per event (date, number of minutes, and rate);
  - ix. The total net invoice amount (reimbursement amount(s) plus contractual charges less Transmission Credit(s); and
  - x. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California  
Administrative Office of the Courts  
Attention: **TBD**  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

**Attachment 2, Contract Terms**

- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

6 Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

*END OF EXHIBIT*

**Attachment 2, Contract Terms**

**EXHIBIT D  
WORK TO BE PERFORMED**

1. Summary of Work

The State will supply the Contractor with the BTV Programming content at the Switch. The Contractor will receive that programming and will transmit it to DISH Network L.L.C.

2. Scope of Work

Transmission Service. The Contractor will transmit BTV Programming via its fiber network to the Contractor's decoder equipment installed at the Uplink Facility. BTV Programming will be provided by the State to the Contractor at the Switch pursuant to the terms set forth herein.

3. The Contractor's Responsibilities

- A. Availability of Bandwidth. In the event that the Contractor loses transmission capacity, and the availability of bandwidth for the State's Telecasts is affected, the Contractor will make reasonable efforts to provide an alternate means of transmission.
- B. Transmission. Subject to the terms and conditions of this Agreement, the Contractor shall use commercially reasonable efforts to transmit the BTV Programming, during the Term of this Agreement, from the AT&T Switch to the DISH Network L.L.C. Uplink Facility. The Contractor shall have no obligation to transmit any BTV Programming for which arrangements have not been made in accordance with the terms and conditions set forth in this Agreement. Notwithstanding anything to the contrary set forth herein, the Contractor shall have the sole and absolute right to refuse to transmit or to continue to transmit any BTV Programming if the Contractor, in its sole and absolute discretion, determines that such BTV Programming is inappropriate, undesirable, or negatively impacts the Contractor in any tangible or intangible manner. The State acknowledges and agrees that the Contractor has no obligation to transmit BTV Programming in any manner which is now, or at any time hereafter may be, prohibited under applicable local, state, or federal laws or regulations, including without limitation statutes, laws, rules, regulations, or orders enforced, administered, promulgated, or pronounced by the Federal Communications Commission.
- C. Interruption of BTV Programming. An interruption of BTV Programming is defined as any failure to meet the signal quality specifications provided herein for any duration of time. In the event that a Telecast in progress is interrupted, provided the interruption does not occur as a result of: (i) the fault or negligence of State or any of its employees or agents; (ii) the failure of any interconnecting facilities or



**Attachment 2, Contract Terms**

other equipment not under the direct control of the Contractor; (iii) any planned interruption agreed to in advance by the State; or (iv) a Force Majeure Event, the State shall be entitled to a Transmission Credit.

- D. Transmission Credit. When an interruption of BTV Programming occurs, the Contractor will provide the State with a Transmission Credit, the value of which shall be based on the amount of time of the interruption and is set forth in Exhibit C, Payment Provisions.
- E. AT&T Circuit. The Contractor shall coordinate with AT&T to provision the AT&T circuit, and pass through AT&T's provisioning cost as set forth in Exhibit C, Payment Provisions.
- F. Signal Quality. The transmission of the BTV Programming must conform to the following signal quality specifications:
- i. Video. Video shall be delivered at the Uplink Facility in NTSC format at the 100 IRE luminance for white, -40 IRE for sync, 40 IRE for Colorburst with set-up (Black) at 7.5 IRE. Video must be clear and free from sparkle, tearing, humbars, or other anomalies. VHS playback or VHS quality is unacceptable.
  - ii. Audio. Average audio levels should fall between -3 dBm and +1 dBm for program audio. Stereo audio must be in phase with levels balanced between left and right channels. Audio must be clear and free from static, hiss, pops, or other anomalies.
- G. Preemption Event. The State understands and agrees that if any equipment or transmission lines transmitting the Contractor's programming fails or malfunctions in whole or in part, or in the Contractor's sole and absolute discretion requires maintenance, testing, or relocation, then the Contractor may, in its sole discretion, preempt the BTV Programming in whole or in part, providing as much notice to State as is practicable under the circumstances. Under no circumstances shall the Contractor be liable to the State or to any Third Party for any liability resulting from or arising out of a Preemptive Event.
- H. Alternative Service. In the event that the State's Programming cannot be transmitted as scheduled due to either a Preemptive Event or a Force Majeure Event, as defined in this Agreement, the Contractor shall shift transmission of the BTV Programming to another transmission vendor or make other arrangements to provide alternative Transmission Service.

**Attachment 2, Contract Terms**

- I. Additional Transmission. If the State requests additional transmission time during a scheduled Telecast, the Contractor will, based upon availability, make commercially reasonable efforts to accommodate the State's request based on the rates stated herein.

4. The State's Responsibilities

- A. Delivery of BTV Programming/Telecast. During the Term(s) of this Agreement, the State shall deliver at its sole expense, in conformance with the terms of the "Signal Quality Specifications" and "Transmission Booking Arrangements" sections below, a broadcast quality video and audio signal of the BTV Programming to the AT&T hub, enabling the Contractor to transmit the BTV Programming to the DISH Network L.L.C. Uplink Facility.
- B. Transmission Booking Arrangements. A Broadcast Event Request Form, substantially in the form of Form #1, will be completed by the State and submitted to the Contractor for each requested Telecast or series of Telecasts. The Broadcast Event Request Form will be submitted no later than one (1) day and no earlier than one (1) year prior to the Telecast. The Contractor will acknowledge receipt of the Broadcast Event Request Form by fax, email, or telephone, and will further confirm the broadcast via telephone either prior to, or on, the date of the Telecast. A Broadcast Event Request Form is a commitment by the State to utilize the Contractor's transmission services for a specified number of hours for a Telecast. The State agrees to pay the Contractor a Cancellation Charge, as specified in Exhibit C, Payment Provisions, if it cancels a Telecast after a Broadcast Event Request Form has been made by the State and accepted by the Contractor.
- C. Signal Quality Specifications.
- i. Video. Video shall be delivered to the Switch in NTSC format at 100 IRE luminance for white, -40 IRE for sync, 40 IRE for Colorburst with set-up (Black) at 7.5 IRE. Video must be clear and free from sparkle, tearing, humbars, or other anomalies. VHS playback or VHS quality is unacceptable.
- ii. Audio. Average audio levels should fall between -3 dBm and +1 dBm for program audio. Stereo audio must be in phase with levels balanced between left and right channels. Audio must be clear and free from static, hiss, pops, or other anomalies.
- D. Transmission Rights. The State hereby authorizes the Contractor to transmit the BTV Programming provided to the Contractor by the State, by fiber transmission, to the Uplink Facility. The State shall secure in advance of each and every Telecast, all

**Attachment 2, Contract Terms**

rights, licenses, permissions, releases, and consents (including without limitation, all those pertaining to copyright, trademark, and music performance and synchronization rights) necessary and appropriate for the BTV Programming.

- E. Representation, Warranties, and Covenants. The State represents, warrants, and covenants to the Contractor that: (i) the BTV Programming will not contain any material which is libelous, slanderous, defamatory, obscene, or indecent, nor will it contain any elements constituting a lottery or a game of chance as such lotteries or games are defined under any applicable laws, rules, and regulations; (ii) all applicable fees for performance and synchronization rights to musical compositions contained in the BTV Programming have been paid and will continue to be paid to the applicable music performance societies during the term of this Agreement, and the Contractor shall have no responsibility or liability for any services, elements, or products performed, synchronized or provided in connection with the BTV Programming by any person, firm, or corporation or for the making of any payments to any person; (iii) it will not, without the Contractor's prior written consent, use the name of the Contractor or make any statements with respect to the Contractor in the course of any BTV Programming or in any media or at any other time or place so as to state or imply that the Contractor is in any way responsible for the production of, or content of, any of the BTV Programming; that the Contractor endorses, or is responsible for, any products, services, or other benefits promoted or advertised in connection with BTV Programming; or that State is employed by, the agent of, or in any way under the control or direction of the Contractor; (iv) nothing contained in or related to the BTV Programming, nor any exercise of the transmission rights granted to the Contractor hereunder will violate, infringe or conflict with any rights of any person or entity, including, without limitation, any copyright, literary, musical, dramatic, artistic, trademark, contract, privacy or publicity rights, or the rights to be free from unfair competition or defamation, or any other property or personal right; or result in any liability, monetary or otherwise, to the Contractor; (v) it shall not knowingly or willfully engage in any activity or business transaction which is damaging to the Contractor's image or goodwill, and it will not take, authorize, or permit to be taken, any action which would or could in any way impair any of the rights licensed to the Contractor hereunder; (vi) it shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state, municipal, or otherwise) relating to the subject matter of this Agreement (for purposes of this paragraph, "Laws"), including but not limited to all applicable Laws concerning consumer finance, consumer leasing, and the taxation of leased or rented consumer electronic devices.

*END OF EXHIBIT*

**Attachment 2, Contract Terms**

**EXHIBIT E  
SERVICE LEVEL AGREEMENT**

1. Service Availability

- A. The Contractor shall provide its best efforts to keep its service up and running. However, the parties acknowledge the Contractor cannot and will not guarantee 100% uptime of its service. The Contractor provides the following service level guaranty for its Work:
- i) Uptime Guaranty. The Contractor's service is guaranteed to be available and capable of forwarding television transmission services ninety-nine and 9/10<sup>th</sup> percent (99.9%) of the time, as averaged over a one-year Term. Downtime shall consist of video signal loss which is sustained in excess of fifty (50%) for fifteen (15) consecutive minutes, or other internal issue which causes all the Contractor's services to be nonfunctional (as monitored by the Contractor and/or the Contractor's designated Third Party monitoring service).

2. System Monitoring

The Contractor agrees to monitor its services 24 X 7 X 365 (twenty-four hours per day, seven days per week, 365 days per year). The Contractor will employ monitoring services, acting independent of each other, to continuously test service availability by submitting electronic "requests" to critical systems/servers in the Contractor's architecture at intervals ranging from five (5) to fifteen (15) minutes apart. If a "request" fails, a second attempt will be initiated and if that request fails, a series of emergency notifications will be transmitted to the Contractor's engineering staff for emergency response handling.

3. System Redundancy

The Contractor shall use its best efforts to employ system redundancy through the following technologies: load balancing, hot-swappable drives, and other system architectural elements whereby single points of failure are either eliminated or minimized.

4. System Maintenance

The Contractor will operate fully redundant systems and multiple data centers that will enable its engineering staff to perform maintenance without downtime to the Contractor's service. As a result, all maintenance will be performed during normal business hours without disruption of service availability.

**Attachment 2, Contract Terms**

5. Data Security and Integrity

The Contractor shall use industry standard security practices, policies, and procedures to operate its network and services in a secure manner. The Contractor will maintain data backups of its customer data and manage physically redundant and geographically separate storage of that data for disaster recover purposes. The Contractor will secure its network through the use of firewalls, VPN technology, encryption, and other industry acceptable practices.

6. Customer Service and Technical Support Availability

The Contractor will provide customer service and technical support availability for customers during normal business hours, but not After Hours.

7. Downtime Resolution

- A. If the Contractor sustains downtime (a disruption of service) of a duration of more than eight (8) hours and forty-five (45) minutes in aggregate, during the Term of the Contract, then the State may elect to terminate the Contract, and the Contractor will reimburse the State, on a daily pro-rated basis, upon request, any fees paid to the Contractor for which service was unavailable and/or not rendered.
- B. This guaranty shall not apply for disruption of service to end-user that is due to television transmission failure or other related disruptions that are not related to the Contractor's service, as it is very possible that the Contractor's service is fully operational, but the end-user's access to the media is disrupted by means of independent satellite provider issues. For continual (24 X 7 X 365) monitoring of its primary and backup systems, the Contractor shall employ an independent party which will provide statistical evidence of its uptime and may be used to resolve a dispute.
- C. The State must provide information supporting the claim of this Service Level Agreement violation produced during the time of the incident.

*END OF EXHIBIT*

Project Title: Television Signal Transmission Services  
RFP Number: CJER-200901-RB

**Attachment 2, Contract Terms**

**EXHIBIT F  
FORMS**

This Exhibit includes the following form:

Form #1, Broadcast Event Request (BER)

*END OF EXHIBIT*

Project Title: Television Signal Transmission Services  
RFP Number: CJER-200901-RB

**Attachment 2, Contract Terms**

**FORM # 1  
BROADCAST EVENT REQUEST (BER)**

Company Name:	Judicial Council of California, Administrative Office of the Courts
Event Name:	
Ordered by:	
Telephone:	
Fax:	
Contract Number:	
Email:	
Description of Service:	
Date of Service	
Start and End Time (GMT):	
Type of Service (NTSC or PAL)	
Bandwidth (if other than 8 MB/s)	
Traffic/Master Control Contact Information:	
Loop ID's if needed:	
Additional Information:	
Special Instructions:	

*END OF FORM*