



Superior Court of California, County of San Francisco Procurement Department

RFP 38-24-002-IT REVISION NO. 1

All revisions are in red font

TO: Custom Software Development and Deployment Service Providers
FROM: Superior Court of California, County of San Francisco
Procurement Department

RFP ISSUE DATE: April 29, 2025
SUBJECT: Request for Proposal RFP #38-24-002-IT **REVISION NO. 1** (Custom Application Development for Public Usage)

ACTION REQUESTED: You are invited to review and respond to the RFP.
This is a fully electronic RFP process, including electronic submission of quotes.

The RFP includes:

- [DESCRIPTION](#) AND **REVISED RFP TIMELINE**
- [INSTRUCTIONS FOR SUBMITTING PROPOSALS](#) **[REVISED]**
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- [ATTACHMENT A--Requirements](#) **[REVISED]**
- [ATTACHMENT B—Acceptance of Terms & Conditions](#)
- [EXHIBIT 1—Standard Agreement Terms & Conditions](#)
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DO NOT CONTACT COURT PERSONNEL ABOUT THIS RFP.
SUBMIT QUESTIONS TO: solicitationsmailbox@sftc.org

DESCRIPTION AND **REVISED** RFP TIMELINE

1. BRIEF DESCRIPTION:

- A. The San Francisco Superior Court ("Court" or "JBE") ACCESS Center invites proposals from qualified vendors to design, develop, and deploy a cross-platform application. This application will serve as an external-facing platform designed for public use.
- B. The vendor will provide dedicated project management, software development, testing, and deployment services.
- C. The selected proposer should have past experience building mobile-native and web-based applications for direct consumers. Prior experience with the public sector is a plus.

2. PERIOD OF PERFORMANCE (Estimated start date):

The contract for building the application will approximately start from June 2025 up to March 2026. The first iteration is expected to be ready for go-live within eight months, with the remaining time allocated for refinements, issue resolution, and release management. Please note that the Court reserves the right to change the timeline with reasonable notification

REVISED RFP TIMELINE

The following estimated timeline is provided for proposer's general information.

None of the dates are binding upon the Court:

EVENT	DATE & TIME <i>(all times are Pacific Time)</i>
RFP Issued	April 29, 2025
Deadline for Submission of Questions	May 7, 2025, by 3:00 p.m.
FAQs posted on Court procurement web page [REVISED]	Approximately May 13 , 2025, by 3:00 p.m.
Deadline for Submission of Proposal [REVISED] <i>(Late submissions will not be accepted.)</i>	June 13 , 2025, by 3:00 p.m.
Demos, meetings, interviews – if any [REVISED] (by invitation only)	June 16 , 2025, to July 7 , 2025
Notice of Intent to Award [REVISED]	Approximately July 11 , 2025
START DATE OF SERVICES	Approximately July 21, 2025

INSTRUCTIONS FOR SUBMITTING PROPOSAL WITH QUOTE **[REVISED]**

The following are the instructions for submitting a Proposal in response to this RFP. Failure to follow instructions may result in disqualification. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Any Proposer who is disqualified will be notified via email as soon as this disqualification is discovered.

1. Only submit questions to solicitationsmailbox@sftc.org. Questions and Answers will be compiled in a FAQ and posted on the Court's website. The email subject line to state the following: "RFP 38-24-002-IT Questions (your company name)"
2. Proposals must only be submitted by authorized personnel with the owner/president/CEO of the business copied on the email. All proposal submissions should only be sent via email to solicitationsmailbox@sftc.org by the submission deadline. Email subject line to state the following: "RFP 38-24-002-IT Proposals (your company name)"
3. Proposals must be submitted in one email and contain both the Technical Proposal and Cost Proposal.
4. File format of all documents only in PDF.
5. **Cost Proposal. Include:**
 - A. All costs to the Court associated with using your services.
 - B. Costs must be broken out into separate line items. For example, the license cost will be a separate line item from the support cost. If there is no cost for any line item, input \$0.00.
 - C. Any discounts offered.
 - D. Acknowledgement and acceptance that payments made by the Court are fulfilled through a Purchase Order—not credit card, ACH, or wire.
 - E. If prepayment is required, statement that Court will receive prorated refund if use of software is discontinued. Note that the Court cannot prepay for services.
 - F. Expiration date of Quote.
6. **Technical Proposal. Include:** **[REVISED]**
 - A. Business Name and Federal ID Number (FEIN).
 - B. Business owners name, address, phone, and email address in body of email.
 - C. Copy of current License to conduct business in San Francisco.
 - D. **[NEW]** Proof of Solvency. Submit financial statements and mark 'Confidential' if not a publicly traded entity. No other documents are acceptable. Failure to submit financial statements may result in proposer deemed non-responsive and participation in RFP will end.
 - E. **[REVISED]** Provide a summary of your organization's qualifications and experience, including case studies or success stories relevant to custom software development and

deployment. Focus on examples where you delivered solutions for similar industries or government institutions **and name the organizations, dates of your service, and contract amount.**

- F. Provide a detailed description of how your development teams will function to deliver custom software. Include an overview of your development lifecycle (e.g., Agile, Waterfall, etc.), timelines, and roles. Attach flowcharts, diagrams, or visual representations of the process if applicable.
- G. Include a description or process map that explains how your portal works for each software module, including both user-facing and administrative functions.
- H. Describe in detail how the Court would access support and maintenance for the software post-deployment including a negotiable period of support. Include details about response times, service level agreements (SLAs), escalation procedures, and any limitations such as after-hours or holiday unavailability.
- I. Description of experience of support staff. (Names of staff and resumes not needed.)
- J. Describe how the services will be delivered, stored, catalogued, and later accessed.
- K. **Issue Management**

Vendors are expected to provide a clear and detailed outline of their issue management framework as part of their proposal. This should include, but not be limited to:

- **Categorization of Issues:** How the vendor defines and classifies various types of issues (e.g., resource unavailability, functionality bugs, performance issues, data breaches, integration failures, communication lapses).
 - **Response and Resolution Approach:** The vendor's typical response times and resolution strategies based on issue severity, including escalation pathways and stakeholder notification protocols.
 - **Resource Management:** Approach to backfilling key personnel in the event of resource unavailability and ensuring continuity of service.
 - **Security Incident Handling:** Procedures for identifying, reporting, and remediating data security incidents or breaches, including post-incident communication.
 - **Service Continuity:** How the vendor ensures continuity in the face of tool/platform downtime or infrastructure disruptions.
 - **Communication Protocols:** Expectations around communication, updates, and collaboration during issue resolution, including handling of Client escalation.
 - **Proactive Issue Mitigation:** Strategies the vendor uses to detect and prevent issues before they impact deliverables or timelines.
- L. Provide up to three business references, i.e., someone that can give feedback based on their experience with your services. References should include the name, address, phone number, email address, and the number of years of experience they have with your services.
 - M. Provide all information requested throughout this RFP.

- N. **[NEW]** Submit filled and signed: Attachment B, Exhibit 2, and Exhibit 3.
 - O. **[REVISED]** Attach a copy of your proposed **Software** License Agreement as part of your submission. Ensure this document includes details of intellectual property ownership, **software** license terms, and renewal options.
- 7. Describe how the services will be delivered and how communications and development cycles will be scheduled and executed.
 - 8. Pursuant to PCC 10295.4, a Judicial Branch Entity, in this case, the Court, shall not enter into any contract with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Before the Court executes any contract, the Proposer will certify that it is not on either delinquency list. This certification should be on a separate, stand-alone page, on company letterhead and included in the Technical Proposal packet.
 - 9. A confirmation email will be sent when proposal received. If you have not received a confirmation email withing two (2) hours (during working hours) of submission, proposal may not have been received, and a follow-up submission should be sent via email in time to meet the deadline.
 - 10. Technical glitches will not excuse late submission regardless of why or fault. We highly recommend submitting earlier than the deadline

OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents by the Omissions Errors and Defects (OED) Team. Proposer will be notified immediately if disqualified for any omissions, errors, or defects.

The OED Team will pass on to the Evaluation Team qualifying proposals. Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below.

Cost Proposals will not be seen by the Evaluation Team until after their scores are submitted for the Technical Proposal. Cost Proposals are scored using a formula and the score added to the Technical score for a final, total score.

Award, if made, will firstly be offered to the highest-scored proposal.

If a contract will be awarded, the Court will post intent to award notice at <https://sf.courts.ca.gov/general-information/purchasing-contracting>. The Court is under no obligation to award a contract to any Proposer.

PROVISIONS **[REVISED]**

1. Payment by the Court, if any, for goods and services will be through issuance of a check against a Purchase Order after invoice processed.
2. It is unlawful for any person engaged in business within this State to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.
3. Pursuant to PCC 10295.4, a Judicial Branch Entity, in this case, the Court, shall not enter into any contract with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Before the Court executes any contract, the Proposer will certify that it is not on either delinquency list. This certification should be on a separate, stand-alone page, on company letterhead and included in the Technical Proposal packet.
4. The Court is under no obligation to sign an agreement with any Vendor for any services.
5. The Court may cancel this RFP at any time for no reason.
6. Any and all software, code, scripts, and documentation developed, modified, or delivered in connection with this RFP shall be owned exclusively by the Court. By submitting a proposal, the Vendor acknowledges that the Court shall retain full ownership rights to use, reproduce, modify, and distribute the code without restriction.
7. The Vendor shall ensure that all project team members, whether onshore, offshore, or nearshore, sign Non-Disclosure Agreements (NDAs) to protect the confidentiality of Court data that is not publicly available. This includes, but is not limited to, case details, personal identifying information, internal communications, system configurations, and any proprietary methodologies used by the Court. NDAs must be enforced throughout the duration of the project and beyond, as required by the Court.
8. The Vendor shall agree to undergo a Third-Party Risk Assessment conducted by the Court or the Judicial Council of California.
9. The Vendor must ensure that key points of contact for the project team are located onshore and are available for on-site presence upon the Court's request. Other team members may be located on-shore, off-shore, or near-shore; however, the majority of the team must maintain working hours that overlap with the Court's days and hours of operation.
10. The Court expects to have visibility into, and a participatory role in, screening the profiles of the individuals who will comprise the project team. The Vendor shall not limit interaction solely to the Point of Contact; instead, the Court should have a say in the selection, onboarding, or offboarding of any particular members of the project team.
11. The Vendor must possess a valid United States Tax Identification Number.
12. The Vendor may be required to undergo background checks, at the discretion of the Court. Additionally, the Vendor and any personnel assigned to the project shall be required to execute project-specific Non-Disclosure Agreements (NDAs) as a condition of participation.

EVALUATION OF PROPOSALS

The Evaluation Team will review and score acceptable proposals using the criteria set forth in the table below. An award, if any, may be made to the Highest Scoring Proposer.

CRITERION	PERCENT WEIGHTED
Demonstrate ability to adhere to documented requirements, <24-hour response time for stakeholder queries, and guaranteed participation in cross-functional collaboration meetings.	20%
Relevant experience in mobile and web-applications AND/OR Public Sector Clients	20%
Cost to the Court	20%
Duration and resource count of post-software delivery support	10%
On-Site resource availability and team selection involvement	10%
Dedicated project team	10%
Acceptance of Terms & Conditions	10%
TOTAL	100%

INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted by phone or online. The Court will not reimburse Proposers for any costs incurred in interview participation. The Court will only notify eligible Proposers regarding interview arrangements.

CONFIDENTIAL OR PROPRIETARY INFORMATION

A copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see https://www.courts.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court may disclose all information contained in a proposal, including information marked as confidential or proprietary.

PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see <http://www.courts.ca.gov/documents/jbcl-manual.pdf>). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests should only be emailed to: solicitationsmailbox@sftc.org and include in subject line (with missing RFP number filled in): "PROTEST RFP-38-2x-xxx (your company name)."

DO NOT CONTACT ANYONE AT THE COURT REGARDING THIS PROCUREMENT. CONTACTING SOMEONE AT THE COURT ABOUT THIS PROCUREMENT CAN RESULT IN DISQUALIFICATION. ALL INQUIRIES SHOULD BE SENT TO solicitationsmailbox@sftc.org

ATTACHMENT A – REQUIREMENTS **[REVISED]**

A. EXPECTED DELIVERABLES

1) High-Fidelity Prototypes

Finalized interactive designs for all app screens and user interactions.

2) Fully Functional Application

- i. A complete, ready-to-deploy solution available as both a mobile application and an integrated web platform.
- ii. Includes all front-end and back-end components, ensuring seamless functionality for both users and staff.

3) Comprehensive Documentation

Well-structured README files, code documentation, and setup instructions for smooth deployment and maintenance.

4) Technical Architecture

A detailed blueprint outlining backend technologies, API endpoints, and data flow.

5) Developed Modules

- i. Wayfinder system
- ii. AI chatbot
- iii. User profile management
- iv. Notification system
- v. Admin system (for managing users, content, and settings)
- vi. Rule-changing system (for modifying app rules and configurations dynamically)

6) Testing & Quality Assurance

Comprehensive functional, UI/UX, and performance testing to ensure a stable and efficient system.

7) Deployment & User Training

Full-scale launch with user onboarding guides and training sessions for self-help staff.

B. FUNCTIONAL REQUIREMENTS

1) SRL Profile Creation:

- i. Easy onboarding for users to create accounts and access personalized information.
- ii. Ability to store past interactions and progress.

2) Wayfinder Feature:

- i. A visual progress map to guide users step-by-step through the divorce process.
- ii. Overarching view with gradual access to detailed information.

3) AI-Powered Chatbot:

- i. 24/7 availability for handling inquiries in multiple languages.
- ii. Generative AI trained with legal expertise for instant, accurate responses.

4) Notifications & Reminders:

Deadline push notifications to keep users informed about court dates and filings.

5) Multilingual Support:

Seamless integration of multiple languages for broader accessibility.

6) Self-Help User Profiles:

Link to the self-help center for in-person assistance when required.

7) Data Management:

Secure storage of user information, progress history, and chatbot interactions.

8) Rule Engine for Personalized Recommendations:

- i. A dynamic rule engine to provide recommendations tailored to user input.
- ii. Capable of adjusting guidance based on user-specific legal circumstances.

9) Admin Section:

- i. A dedicated admin portal, either native to the app or integrated with existing solutions.
- ii. Admins should be able to modify rule engine rules in response to legal changes.
- iii. No-code interface for easy rule adjustments without technical expertise.
- iv. Testing framework for validating rule modifications before deployment.
- v. Logging and audit trail for rule changes to ensure compliance and track modifications.

C. TECHNICAL REQUIREMENTS [REVISED]

[NEW] Technologies listed are examples; the technology stack is negotiable.

1) SRL Profile Creation

i. User Authentication & Authorization:

- a) OAuth 2.0 / OpenID Connect (Google, Apple, etc.) for secure login.
- b) Role-based access control (RBAC) for different user types (e.g., SRLs, Admins).

ii. Database & Storage:

- a) Relational database (PostgreSQL/MySQL) for structured user data storage.
- b) NoSQL (MongoDB/DynamoDB) for flexible and scalable user interaction logs.

iii. Session Management:

- a) Secure cookie-based or JWT token-based authentication.
- b) Auto-session timeout for security compliance.

iv. Cloud Storage:

- a) Encrypted cloud storage (AWS S3, Azure Blob) for profile documents, progress data.

v. Wayfinder Feature

vi. Frontend Framework:

- a) React.js / Next.js with state management for dynamic UI.

vii. Backend Services:

- a) Node.js / Express / NestJS for handling route progression logic.

viii. Progress Tracking:

- a) IndexedDB/localStorage for temporary UI state persistence.
- b) API-driven progress persistence in the database.

ix. Visualization

2) Rule Execution Engine

i. Real-Time Processing:

- a) Execute rules in real-time to provide immediate recommendations to users.
- b) Ability to handle both synchronous (instant feedback) and asynchronous (batch processing) rule execution.

ii. Event-Driven Execution:

- a) Trigger rules based on user interactions, chatbot queries, case progression, or external system inputs.

3) **Contextual Adaptation:** **[REVISED]**

[NEW] The system's rule engine should provide contextual next-step guidance that adapts dynamically based on the user's interaction history, previously entered information, and embedded domain knowledge derived from pre-trained legal data. This adaptive behavior should enable more personalized and relevant user experiences, supporting informed decision-making while maintaining consistency with legal best practices.

4) **AI-Powered Chatbot** **[REVISED]**

i. **AI Model Selection:**

- a) OpenAI/GPT-4 API fine-tuned with legal data.
- b) Rasa/NLP.js for local NLP processing with legal intent recognition.

ii. **[REVISED] Multi-language NLP:**

[NEW] Multilingual capability is a provisional requirement in this system. While it is recognized that modern large language models (LLMs) may inherently support multilingual interactions, the system should be designed with flexibility to accommodate evolving strategies for language support.

The inclusion of multilingual functionality may be achieved through one or more of the following approaches:

- a) **Native LLM Multilingual Support:** Utilize the built-in multilingual understanding of language models, where feasible, without relying on external translation services.
- b) **Optional Integration with Translation APIs:** As a fallback or supplementary mechanism, the system may support integration with widely used translation services such as Google Cloud Translation API or AWS Translate, if required in future phases.
- c) **Language Detection Middleware:** Incorporate middleware capable of detecting the input language and routing the text accordingly—either to the LLM or an external service—ensuring a seamless multilingual user experience.

iii. **Chatbot Backend:**

- a) WebSocket-based real-time interaction.
- b) Pre-trained question-answering models on legal FAQs.

iv. **Logging & Compliance:**

- a) Logging chatbot interactions in a secured database (MongoDB or Firestore).
- b) GDPR/CCPA compliance with user data retention policies.

v. **Notifications & Reminders**

vi. **Push Notification Services:**

- a) Firebase Cloud Messaging (FCM) for mobile/web push notifications.
- b) Twilio SendGrid for email-based notifications.

vii. **Scheduling System:**

- a) CRON jobs in Node.js or cloud-based scheduled functions (AWS Lambda, Azure Functions).

viii. **SMS Integration:** **[STRUCK]**

- a) ~~Twilio / Vonage API for SMS reminders.~~

- ix. **Multilingual Support: [REVISED]**
[NEW] This component will be treated as optional in the first release, with design considerations in place to ensure it can be incorporated or expanded upon in subsequent phases based on feasibility assessments.
- x. **Translation Services: [REVISED]**
 - a) ~~[STRUCK] Dynamic language selection using i18next framework.~~
 - b) AI-powered real-time translation APIs (Google Translate/AWS).
- xi. **User Preferences: [REVISED]**
 - a) Language preference stored in user profile.
 - b) [REVISED] UI dynamically rendered based on user preferences.
- xii. **Self-Help User Profiles**
- xiii. **Integration with External Services: [REVISED]**
[NEW] Although there are no current plans to integrate with external services, the system should be architected with future interoperability in mind. It is essential that the application does not become a closed or monolithic solution but instead supports modularity and extensibility. This means designing components with clear separation of concerns and well-defined interfaces, enabling seamless integration of third-party systems or services as needs evolve. By adopting a forward-looking, integration-ready approach, the system will remain adaptable and capable of supporting diverse operational contexts in the future.
- xiv. ~~**Geolocation Services: [STRUCK]**~~
 - a) ~~Google Maps API for finding nearby self-help centers.~~
- xv. ~~**Appointment Scheduling: [STRUCK]**~~
 - a) ~~Integrated calendar system (Google Calendar API) for in-person visits.~~
- xvi. **Rule Management Interface**
- xvii. **Administrative UI:**
 - a) Interface for legal experts/admins to create, edit, and manage rules without technical expertise.
- xviii. **Versioning & Audit Logs:**
 - a) Track changes to rules and maintain logs for compliance and debugging.
- xix. **Simulation & Testing Environment:**
 - a) Ability to test new rules before deployment to ensure correctness and avoid unintended behavior.
- xx. **Case Management Dashboard [REVISED]**
[NEW] The proposed system shall include a simple, self-contained Case Management Dashboard that enables users to log and view key information. The system will store this data for the user's reference without transmitting it externally or linking to any third-party systems. This dashboard is intended solely for personal tracking and review, not for submission, processing, or external reporting.
- xxi. ~~**Case Overview & Search [STRUCK]**~~
 - a) ~~List of active and closed cases with filtering and sorting options.~~
 - b) ~~Full text search to quickly locate cases by keywords, user details, or status.~~
- xxii. **Case Details View [REVISED]**

- a) Display case summary, progress status, key dates, and associated user interactions.
- b) View historical activity log for each case.
- c) **[NEW]** This information will be drawn from user provided updates, no integrations with existing systems is planned for this phase.

5. Database Management:

- i. PostgreSQL/MySQL for structured data storage.
- ii. Redis for caching frequently accessed data.

6. Security & Compliance:

- i. AES-256 encryption for sensitive data.
- ii. End-to-end encryption for chatbot interactions.
- iii. Data anonymization techniques for user privacy.

7. Scalability & Redundancy:

- i. Cloud-based deployment (AWS, GCP, or Azure).
- ii. Load balancing using Kubernetes/Docker for high availability.

END ATTACHMENT A

ATTACHMENT B

ACCEPTANCE OF TERMS & CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

- ☐ 1. Proposer accepts Exhibit 1: Standard Terms and Conditions (“Exhibit 1”) without exception. (10 points)

OR

- ☐ 2. Proposer proposes exceptions or changes to Exhibit 1. Proposer must also submit (i) a red-lined version of Exhibit 1 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change and the benefit to the Court. Note that any material exception (addition, deletion, or other modification) to the Court’s terms and conditions may render a Bid nonresponsive. The Court, in its sole discretion, will determine what constitutes a material exception. The Court also has the right to strike any suggested material change and if unacceptable to Proposer, Court will move to the next highest Proposer.

(Points range from 0-5 depending on how many changes and complexity of changes. Determination of complexity of changes is the sole discretion of the Court.) Email solicitationsmailbox@sftc.org and request a Word version for markup.


BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

EXHIBIT 1

STANDARD AGREEMENT TERMS & CONDITIONS

(ask for Word version if including markup)

IT Agreement 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 JBE 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 JBE 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 JBE 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 JBE 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 JBE 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 JBE Services. Notwithstanding anything in this Agreement to the contrary, the JBE 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 JBE Contractors. In the event the JBE 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 JBE. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the JBE 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 JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.
- (b) Data Security.
 - (i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.
 - (ii) Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.
 - (iii) No Work shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE’s request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor’s system,

records, and backups, and all subsequent use of such information by Contractor shall cease.

- (iv) Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.

(c) Data Breach

If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

(d) Security Assessments

Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security and the Contractor's Information Security Program. Upon the JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.

(e) Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

(f) Data Backups

If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- (i) ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- (ii) provide periodic full backup of all JBE Data to meet the JBE's requirements
- (iii) provide periodic incremental backup of all JBE Data;

- (iv) have the capability to recover data from the JBE Data backup copy;
- (v) have the capability to export the JBE's raw data in human readable and machine readable format, and have the capability to promptly provide the JBE Data to JBE upon its request;
- (vi) have the capability to import the JBE Data (subject to Contractor's confidentiality and data security obligations);
- (vii) provide hourly snapshot backups of the JBE Data (daily backups shall also be performed);
- (viii) maintain recoverable, secure backups of the JBE Data offsite in a fire-protected, secure area, geographically separate from the primary datacenter; and
- (ix) maintain and implement data backup and disaster recovery processes and procedures in accordance with the highest industry standards and applicable laws.

(g) Transition Period

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

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 JBE Project Manager.
- (b) Contractor Key Personnel. The JBE reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the JBE. Contractor shall not replace or reassign any Contractor Key Personnel unless the JBE 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 JBE promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the JBE, 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 JBE in writing in advance. The JBE may withdraw its approval of a subcontractor if the JBE determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the JBE 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 JBE'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 JBE for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the JBE; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the JBE 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 JBE with regard to assignment of its employees. The JBE may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or JBE Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the JBE'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 JBE Contractors. The Contractor Project Manager and the JBE 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.

While at the JBE 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 JBE Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

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.

Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE 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 JBE, the JBE advises are unacceptable to the JBE 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 JBE, Contractor must deliver progress reports or meet with JBE personnel on a regular basis to allow: (i) the JBE 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 JBE the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the JBE, Contractor will deliver all equipment purchased by the JBE "Free on Board Destination Freight Prepaid" to the JBE at the address and location specified by the JBE. Title to all equipment purchased by the JBE vests in the JBE upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the JBE at the proper location.

2.2 Acceptance. All Work is subject to written acceptance by the JBE. The JBE 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 JBE provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Work to the JBE 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 JBE's written acceptance of such corrected Work (each such JBE written acceptance, an "Acceptance"); provided, however, that if the JBE rejects any Work on at least two occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the JBE, and the JBE 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 JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

3 Representations and Warranties. Contractor represents and warrants to the JBE 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 JBE.

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 JBE from Contractor will be new. 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 JBE 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 JBE discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the JBE, 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 JBE. "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 JBE 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 JBE 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 JBE 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 JBE 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 JBE 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 JBE. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the JBE 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 JBE'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 JBE upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

4.3 Retention of Rights. The JBE retains all rights, title and interest (including all Intellectual Property Rights) in and to the JBE 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 JBE, 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 JBE'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 JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Notwithstanding any provision to the contrary, Contractor will keep all Personal Information confidential, unless otherwise authorized by the JBE in writing.

5.2 Removal; Return. Contractor will not remove any Confidential Information from Judicial Branch Entities' facilities or premises without the JBE's express prior written consent. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE 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 JBE 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 JBE), 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 JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

6.2 Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the JBE'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.

(e) Commercial Crime Insurance. If Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE, this policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit \$TBD.

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 JBE'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 JBE, 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 JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Contractor shall not provide Work before the JBE 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 JBE 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 JBE 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 JBE's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the JBE under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by the JBE, 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 JBE may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default. The JBE 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 JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

8.4 Rights and Remedies of the JBE.

(a) All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE 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 JBE 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 JBE'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 JBE terminates this Agreement or any Statement of Work in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE 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 JBE 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 JBE 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, JBE Data, JBE 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 JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE's termination is not based on a Default, JBE shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the JBE's termination notice.

8.5 Termination Assistance. At the JBE'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 JBE or to its designee (collectively, "Successor") services reasonably necessary to enable the JBE 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 JBE by Contractor regardless of the reason for termination or expiration. At the JBE's option

and election, the JBE 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.

8.7 Tax Delinquency. Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately "for cause" pursuant to Section 8.3 if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

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 Contact Amount is \$50,000 or more, Contractor agrees that no JBE 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 JBE funds were used for those expenditures and no reimbursement from the JBE 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 JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form¹ promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the JBE. If the Contractor fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement; (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

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.

Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE pursuant to the bid. Such assignment shall be made and become

¹ The form is located at <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>

effective at the time the JBE tenders final payment to the Contractor. (GC 4552)

If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

Upon demand in writing by the Contractor, the JBE 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 JBE has not been injured thereby, or (2) the JBE 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 JBE 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 JBE 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 JBE.

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 JBE 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 JBE 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 JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

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

10 General.

10.1 Audits. Contractor shall allow the JBE 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 JBE 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 JBE 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 JBE. 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 JBE, send to all:
[name, title, address] _____	Brandon E. Riley, Court Executive Officer: briley@sftc.org Jeff Ishikawa, Chief Information Officer: jishikawa@sftc.org Laural Ayala, layala@sftc.org

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 JBE 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 JBE.

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; (vii) Appendix G – Unruh Civil Rights Act and FEHA Certification; and (viii) 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 JBE 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.

Defined Terms²

"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 F (Maintenance and Support Services), Appendix E, Acceptance of Work and Sign-off form and Appendix G (Unruh Civil Rights Act and FEHA Certification). *[Conforming changes will be made for any Appendices or attachments that are added or deleted.]*

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

² Additional capitalized terms may be defined in the other Appendices to this Agreement.

“Business Day” means any day other than Saturday, Sunday or a scheduled Court 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 court records, and information relating to court proceedings, security practices, and business methodologies, (ii) information relating to Judicial Branch Entities’ personnel, users, contractors, or agents, including information that the Court’s personnel, agents, and users upload, create, access or modify pursuant to this Agreement; (iii) all financial, statistical, technical and other data and information of the Judicial Branch Entities (and proprietary information of third parties provided to Contractor), including trade secrets and other intellectual property, or proprietary information; (iv) data and information that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (v) Personal Information, Deliverables, Developed Materials, and Court Materials. Confidential Information does not include information (that Contractor demonstrates to the Court’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the Court’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 Court 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 Court Materials or Confidential Information.

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

“Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to Court 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 Court, 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 Court 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.

“Hosted Services” means any cloud-based services, hosted service (including hosted services relating to the Licensed Software), software as a service, or other Internet or network-based services provided under the Agreement.

“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.

“Court” has the meaning defined in the coversheet of this Agreement.

“Court Contractors” means the agents, subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

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

“Court Project Manager” means the individual appointed by the Court to communicate directly with the Contractor Project Manager.

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

“Court Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a Court 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 Court and any California superior or appellate court, the Superior Court of California, County of San Francisco 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 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 Court and Contractor, collectively.

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

“Personal Information” means any personally-identifiable information (e.g., person’s name, address, credit card number, email address) that is provided, generated, collected, accessed, stored or obtained pursuant to this Agreement, including

transactional and other data pertaining to individuals.

“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 Court 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, and the Hosted 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 Court Work Location or Contractor Work location.

END OF EXHIBIT 1

EXHIBIT 2 **[NEW]**

DARFUR CONTRACTING ACT CERTIFICATION

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Judicial Council to submit a proposal.

To submit a proposal to the Judicial Branch Entity (JBE), the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

If you do not have (or haven't had within the past three years, any business activities that qualify under this PCC, then fill form, check box #1, and submit to the JBE.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Judicial Council of California to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission Judicial Council of California is included with our proposal.*

OR

☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

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

END OF EXHIBIT 2

EXHIBIT 3 [NEW]

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

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

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

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

**END OF EXHIBIT 3
END OF RFP**