(*Rev. Dec. 2025*)

STANDARD AGREEMENT

AGREEMENT NUMBER
2627-318

1. In this Agreement, the term "Contractor" refers to [Contractor name], and the term "JBE" refers to the Superior Court of California, County of Ventura.

2. The initial term of this Agreement is effective as of [Date] ("Effective Date") and expires on December 31, 2027. This Agreement contains one or more options to extend up to December 31, 2029.

3. The maximum amount the JBE may pay Contractor during the initial term of this Agreement is $[Dollar amount] (the "Contract Amount").

4. The purpose or title of this Agreement is: Temporary Staffing Services for Information Technology (IT) Modernization Projects

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

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.

   Appendix A – Statement of Work

   Appendix B – Pricing and Payment

   Appendix C – General Terms and Conditions

   Appendix D – Defined Terms

   Appendix E – Unruh Civil Rights Act and FEHA

   Exhibit 1 – Contractor Technical Proposal

   Exhibit 2 – Contractor Cost Proposal

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Ventura	[Contractor name]
BY *(Authorized Signature)* ✍	BY *(Authorized Signature)* ✍
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED	DATE EXECUTED

(*Rev. Dec. 2025*)

ADDRESS [Address]	ADDRESS [Address]

(*Rev. Dec. 2025*)

APPENDIX A: Statement of Work

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

1. Term of this Statement of Work.

The term of this Statement of Work will commence on *[INSERT DATE]* (the "SOW Effective Date") and will continue until December 31, 2027, with one or more options to extend up to December 31, 2029. Expiration or termination of the Agreement will not serve to terminate this Statement of Work. All applicable terms and conditions of the Agreement will continue to apply to this Statement of Work until the expiration or termination of this Statement of Work.

2. JBE's Requirements and Description of the Work.

The JBE issued RFP number 2627-318 to solicit proposals for IT staffing services to support the JBE's case management system (CMS) modernization and other IT modernization projects. The Contractor was selected as result of the RFP. The Contractor will provide qualified and experienced IT professionals on an as-needed bases. The current need is for placement in the following roles to work closely with JBE staff to support the CMS Modernization Project:

- SQL Server Developer
- PowerBuilder Developer
- Technical Business Analyst

2.1 Description of CMS Modernization Project

The JBE uses multiple software platforms, known as case management systems, to manage the life cycle of cases filed by agencies, attorneys, and public users. The JBE currently utilizes a legacy application called CATS to support the case management functions for Family Law, Adoptions, and Juvenile Dependency case types. The existing CATS application is built using COBOL and Oracle with the majority of the application's business logic implemented in COBOL. The CATS product is no longer supported by the original vendor. In addition, the age and technology platform of the application present increasing challenges related to application maintenance, availability of technical resources with the required legacy technology skills, integration with modern technologies, system enhancements, and long-term sustainability.

The JBE has therefore initiated an application modernization effort to transition the functionality currently provided by CATS to a modern technology platform consisting of PowerBuilder and Microsoft SQL Server 2025 while maintaining the business capabilities required to support the Court's operations.

The JBE has selected PowerBuilder as the target application technology in order to leverage existing PowerBuilder user interface (UI) objects and related application assets that are available within the current environment. Reuse of these existing assets is intended to accelerate migration, reduce the amount of functionality that must be developed from the ground up, and reduce implementation risk compared with complete redevelopment using an entirely new UI technology. The target database platform for the modernized solution is Microsoft SQL Server 2025. The migration will require the transformation of the existing Oracle-based data environment and the migration of application functionality and business rules currently implemented within the legacy COBOL application.

Post migration, additional CMS modernization projects are anticipated to enhance application functionality to meet the JBE's business needs. In addition to CMS modernization, the JBE may require IT resources to support other IT modernization efforts such as IT infrastructure modernization, cybersecurity, and adoption of modern technology solutions.

2.2 Requirements of SQL Server Developer Resource

The SQL Server Developer will be responsible for designing, developing, migrating, transforming, validating, and optimizing the database components required to transition the existing CATS application from its legacy Oracle database environment to Microsoft SQL Server 2025. The SQL Server Developer will work closely with the Court's Technical Business Analysts, application developers, database administrators, data migration resources, QA/testing teams, and business subject matter experts. The resource must have strong experience with Microsoft SQL Server, T-SQL, relational database design, data migration, data transformation, stored procedures, performance tuning, and data validation. The resource must also be able to analyze an existing Oracle database and translate its structures and functionality into the target SQL Server environment.
Specific responsibilities may include, but are not limited, to the following:

- Legacy Oracle Database Analysis
    - Analyze the existing CATS Oracle database environment.

  - Review Oracle tables, columns, primary and foreign keys, indexes, views, sequences, stored procedures, functions, triggers, constraints, and other database objects.
  - Analyze relationships and dependencies between database objects.
  - Identify database structures supporting CATS application functionality.
  - Analyze existing data types, relationships, business rules, and data dependencies.
  - Identify data quality issues, inconsistencies, duplicates, missing data, and other conditions that may affect migration.
  - Document source database structures and dependencies as necessary to support the database migration.
  - Work with Technical Business Analysts to identify business rules implemented within the database.

- Oracle-to-SQL Server Migration
  - Develop source-to-target database mappings.
  - Translate Oracle database structures into SQL Server-compatible structures.
  - Convert Oracle data types, sequences, functions, procedures, triggers, and other database objects as required.
  - Develop SQL Server database schemas and objects.
  - Develop data transformation and conversion logic.
  - Identify and resolve Oracle-to-SQL Server compatibility issues.
  - Develop migration scripts and utilities.
  - Support extraction, transformation, and loading (ETL/ELT) processes.
  - Validate migrated data for completeness, accuracy, and integrity.
  - Support incremental migration and/or repeated migration cycles as required by the project.

- SQL Server Database Development
  - Design, develop, and maintain database components for CATRS, including:
    - Tables and relational structures
    - Primary and foreign keys
    - Constraints
    - Indexes
    - Views
    - Functions
    - Triggers, where appropriate
    - Sequences

2.3 Requirements of PowerBuilder Developer Resource

The PowerBuilder Developer will be responsible for designing, developing, and validating the complete front end part of CATS. The PowerBuilder Developer will work closely with the Court's Technical Business Analysts, application developers, database administrators, data migration resources, QA/testing teams, and business subject matter experts. The resource must have strong experience with PowerBuilder Objects, Object Oriented Programming, PFC with the SQL Server Database.
Specific responsibilities may include, but are not limited, to the following:

- PowerBuilder Development
  - Develop a framework on top PFC
  - Analyze the PB objects of the application that CATS will be migrated to and incorporate the objects into CATS
  - Write technical documents for the CATS design, the working of PB objects, and the functional implementation
  - Use the OOP to develop CATS
  - Develop PB objects connecting to SQL Server
  - Perform peer code reviews
  - Perform Unit Testing before handing over to QA

2.4 Requirements of Technical Business Analyst Resource

The Technical Business Analyst must possess a combination of business analysis, legacy application analysis, data analysis, technical documentation, and SQL query skills necessary to support the migration of the existing CATS CMS to the target environment. The individual must be capable of understanding and documenting both business functionality and the underlying data model of that functionality, and analyzing the associated Oracle database structures sufficiently to identify, document, and trace business rules and system behavior. The Technical BA must have experience with Jira, the Agile methodology, translating requirements to User Stories, and managing sprints. The Technical Business Analyst will support the project throughout the

discovery, analysis, requirements definition, migration, development, testing, validation, and implementation phases. Experience in supporting Cobol & PowerBuilder applications are good to have.
Specific responsibilities may include, but are not limited, to the following:

- Application Analysis
  - Analyze the existing CATS application to understand its functional and technical architecture.
  - Trace business functionality from the user interface through application logic and database processing.
  - Identify dependencies between application modules, programs, screens, database objects, batch processes, reports.
  - Document assumptions, gaps, dependencies, constraints, and unresolved business or technical issues.
- Business Process and Requirements Analysis
  - Work with Court subject matter experts (SMEs) to understand current business processes supporting Family Law, Adoptions, and Juvenile Dependency case types.
  - Document current-state ("As-Is") business processes and system functionality.
  - Translate legacy system behavior and business rules into clear, testable requirements.
  - Develop future-state ("To-Be") processes and requirements in collaboration with Court stakeholders and the project team.
  - Ensure requirements are sufficiently detailed to support application development, configuration, data migration, integration, and testing.
  - Write Test Cases.
- Oracle Database Analysis and Data Migration Support
  - Analyze existing Oracle database structures supporting CATS.
  - Review tables, columns, relationships, and other relevant database objects.
  - Document data definitions and relationships between business entities.
  - Identify data dependencies between application functionality and database structures.
  - Develop and maintain source-to-target data mapping documentation between Oracle and Microsoft SQL Server 2025.
  - Identify data transformation, cleansing, conversion, and derivation requirements.
  - Identify data quality issues and potential migration risks.
  - Support reconciliation and validation of migrated data.
  - Assist in defining data conversion rules and acceptance criteria

2.5 Requirements of the Contractor Agency

The contractor agency will be responsible for the following:

- Maintain a pool of IT professionals to meet the JBE's temporary staffing needs.
- Upon request of the JBE for IT resource placement, perform prescreening of IT professionals and submit resumes to the JBE for review.
- Arrange for the JBE to interview IT professionals, provide information required for JBE to perform Livescan and criminal background checks of selected candidates, and assist with onboarding of selected candidates.
- Administer and maintain all employment and payroll records, timekeeping, payroll processing, payment of payroll checks and taxes, and make required unemployment and worker's compensation contributions.
- Make every effort to ensure selected IT professionals are available for the entire duration of the assignment and minimize turnover of IT professionals.

Refer to Contractor's Technical Proposal in Exhibit 1 for additional details of the Work to be performed by the Contractor.

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

Superior Court of California, County of Ventura		[NAME OF CONTRACTOR]	
Signature:	_____	Signature:	_____
Name Printed:	_____	Name Printed:	_____
Title:	_____	Title:	_____

(*Rev. Dec. 2025*)

APPENDIX B: Pricing and Payment

1. Fees. In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the JBE shall pay to Contractor the fees as set forth in this Appendix B and in the Contractor Cost Proposal provided in Exhibit 2. Except as expressly set forth in this Appendix B: (i) such fees are the entire compensation for all Work under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the JBE. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

Type of Service	Service Period: from Contract Effective Date to December 31, 2027		Service Period: from January 1, 2028 to December 31, 2028		Service Period: from January 1, 2029 to December 31, 2029	
	Minimum Hourly Rate	Maximum Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate	Minimum Hourly Rate	Maximum Hourly Rate
SQL Server Developer						
PowerBuilder Developer						
Technical Business Analyst						

2. Expenses.

2.1 Allowable Expenses. Contractor may submit for reimbursement, without mark-up, only the following categories of expense: *none*

2.2 Limitation on Travel Expenses. All travel is subject to preauthorization and approval by the JBE.

2.3 Limitation on Expenses. Contractor shall not invoice the JBE, and the JBE shall not reimburse Contractor, for expenses of any type that exceed in the aggregate during the term of any Statement of Work the amount of $0.

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

3. Invoicing and Payment.

3.1 Invoicing. Contractor's invoices must include information and supporting documentation. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time. Contractor shall invoice the JBE for the applicable fees upon Acceptance of each Deliverable by the JBE and in accordance with payment milestones and schedules under this Agreement. The JBE will not make any advance payment for the Work. Contractor shall provide invoices with the level of detail reasonably requested by the JBE. The JBE will pay each correct, itemized invoice received from Contractor after Acceptance, in accordance with the terms hereof. Contractor will submit invoices to the following address:

By Mail: Superior Court of California, County of Ventura

Attn: Fiscal Services Accounts Payable

P.O. Box 6489

Ventura, CA 93006-6489

Or By E-mail: Courtinvoices@ventura.courts.ca.gov

3.2 Availability of Funds. The JBE's obligation to compensate Contractor is subject to the availability of funds. The JBE

shall notify Contractor if funds become unavailable or limited.

4. Taxes. Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

5. Retention Amount. Notwithstanding the terms of this Appendix B, and without limiting the rights of the JBE under the Agreement, the JBE shall have the right at the time of Acceptance, with respect to those Deliverables in each Statement of Work, on a Statement of Work-by-Statement of Work basis, to withhold fifteen percent (15%) from the amounts to be paid by the JBE to Contractor therefor, until Acceptance of the final Deliverable under such Statement of Work.

APPENDIX C: General Terms and Conditions

1. Work

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

1.2 Stop Work Orders.

(a) Effect. The 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) <u>Data Breach</u>

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) <u>Security Assessments</u>

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) 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").

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. The Contractor Project Manager is [name, title] and the JBE Project Manager is [name, title]. Either party may change the project manager assigned to this agreement by providing written notice to the other party.

(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.

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.

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.

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 **General Requirements.**

(a) By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

(b) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(c) Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

(d) For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

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

(e) Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

(f) Contractor, prior to commencement of the Work, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

(g) The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

(h) Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.

(i) The Certificates of Insurance must be e-mailed to Insurance@ventura.courts.ca.gov

(j) All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

(k) In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

(l) Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement

or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

(m) Contractor shall provide the JBE with written notice within TEN (10) calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall immediately notify the JBE's Project Manager.

(n) JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within TEN (10) business days following the request by JBE.

(o) Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the JBE in which the project is located.

7.2 Individual Policy Requirements

(a) Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage and two million dollars ($2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

(b) Workers' Compensation & Employers' Liability Insurance

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

(c) Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the

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

(d) Cyber Liability Insurance

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

(1) Technology Professional Liability Errors & Omissions

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

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

7.3 Umbrella Policies

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

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 12 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 form[1] 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**

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

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.**

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

(b) **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)**

(c) **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 Generative Artificial Intelligence.

10.1 Definitions: the following terms shall be given the meanings shown below:

(a) Artificial Intelligence or AI: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

(b) GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

(d) Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

(e) Generative AI (GenAI): an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system's training data.

(f) Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

(g) Materially Impacts: a Material Impact exists when:

(i) the work using GenAI could have a significant, substantial effect on the JBE system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations;

(ii) the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE; or

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

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

10.2 GenAI Disclosure Obligations

(a) Disclosure Obligations:

(i) Contractor must immediately notify the JBE in writing if Contractor intends to include or provide GenAI in the Work; or if Contractor intends to include GenAI in any Deliverable that Materially Impacts:

(A) functionality of a JBE system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);

(B) risk to the JBE (i.e., the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or

(C) contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).

(ii) Such notification shall be provided to the JBE designee identified in this Agreement .

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

(iv) If the use of previously undisclosed GenAI is approved by the JBE, then Contractor will update the description of the Work, and the parties will amend the Agreement accordingly.

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

10.3 Contractor's Obligations for Responsible Use

(a) Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Agreement. Contractor represents and warrants that it has the appropriate intellectual property rights associated with any GenAI used in the Work.

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

(c) Contractor shall comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Work.

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

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

11 Generative AI Special Provisions

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

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

11.3 Rights in Prompts and Generated Content.

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

(b) Unless otherwise specified in this Agreement:

(i) Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the JBE in writing.

(ii) For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

11.4 GenAI Training and Generated Data Review

(a) GenAI Training Data Review. Contractor shall track and disclose the quality of the GenAI Training Data used for any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time. Contractor shall share such metrics and methods, as well as the underlying data, with the JBE upon request by the JBE or at periodic intervals as may be agreed by the JBE and Contractor. The JBE retains the right to audit, review, or investigate the quality of the GenAI Training Data at any time, upon reasonable advance notice from JBE to Contractor.

(b) Generated Data Review. Contractor shall track and disclose the quality of the Generated Data of any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the output over time. Contractor shall share such metrics and methods, as well as the underlying output, with the JBE upon request by the JBE or at periodic intervals as agreed by the Parties. The JBE retains the right to audit, review, or investigate the quality of the Generated Data at any time, subject to reasonable advance notice from JBE to Contractor.

(c) Generated Data Identification. Contractor shall ensure that all Generated Data that materially impacts Deliverables created pursuant to the Agreement contains a digital watermark or other digital identification that clearly identifies that the Generated Data was created by GenAI. Contractor shall comply with all other applicable laws, regulations, and guidelines concerning the identification Generated Data.

12 General.

12.1 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.

12.2 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.

12.3 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.

12.4 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:
[name, title, address]	[name, title] Superior Court of California, County of Ventura P.O. Box 6489 Ventura, CA 93006-6489 [e-mail address] With a copy to: [name, title] Superior Court of California, County of Ventura P.O. Box 6489 Ventura, CA 93006-6489 [e-mail address]

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.

12.5 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.

12.6 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.

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

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

APPENDIX D: Defined Terms[2]

"Acceptance" is defined in Appendix C, Section 2.2.

"Agreement" means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), Appendix E (Licensed Software), Appendix F (Maintenance and Support Services), and Appendix G (Unruh Civil Rights Act and FEHA Certification

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

"Artificial Intelligence or AI" is defined in Appendix C, Section 10.1.

"Business Day" means any day other than Saturday, Sunday or a scheduled JBE 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 JBE'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 JBE Materials. Confidential Information does not include information (that Contractor demonstrates to the JBE's satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE'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 JBE 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 JBE 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

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

procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to JBE 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 JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (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 JBE 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.

"GenAI Training Data" is defined in Appendix C, Section 10.1.

"Generated Data" is defined in Appendix C, Section 10.1.

"Generative AI (GenAI)" is defined in Appendix C, Section 10.1.

"Hallucination" is defined in Appendix C, Section 10.1.

"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.

"JBE" has the meaning defined in the coversheet of this Agreement.

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

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

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

"JBE Work Locations" means any JBE facility at which Contractor provides Work.

"JBE Materials" means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE 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 JBE and any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the "Judicial Branch."

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

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

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

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

"Materially Impact" is defined in Appendix C, Section 10.1.

"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 JBE and Contractor, collectively.

"Party" means either the JBE 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.

"Prompt" is defined in Appendix C, Section 10.1.

"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 JBE 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 JBE Work Location or Contractor Work location.

APPENDIX E

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. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is 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);
3. Contractor does 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); and
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination 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 Contractor to the certifications made in this document.

(*Rev. Dec. 2025*)

Contractor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of _____ in the State of _____*