STATE OF CALIFORNIA, JUDICIAL BRANCH

STANDARD AGREEMENT COVERSHEET (JBE 213) *(v 1.2) (rev. 10-17-11)*

AGREEMENT NUMBER
14-033
FEDERAL EMPLOYER ID NUMBER
88-0250953
VENDOR
5010112

1. In this Agreement, the term "Contractor" refers to **Image X Corporation**, and the terms "JBE" "Court" refer to the Superior Court of California, County of San Francisco.

2. The term of this Agreement is September 1, 2014 through August 31, 2015 with two-1year options to renew upon amendment of the Agreement.

3. The maximum amount the JBE may pay Contractor under this Agreement is up to $344,250.00.

4. The parties agree that this Agreement, made up of this Standard Agreement Coversheet (SCC 213), and the Exhibits 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.

Exhibit A – Statement of Work
Exhibit B – Payment Provisions & Budget
Exhibit C– Points of Contact
Exhibit D – General Provisions
Exhibit E– Acceptance and Sign Off Form

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
JBE'S NAME Superior Court of California, County of San Francisco	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* Image X Corporation
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING T. Michael Yuen, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Mohammed Shaikh, President
ADDRESS 400 McAllister Street, Room 205 San Francisco, CA 94102-4512	ADDRESS 6464 Hollister Ave, Suite 7G Goleta, CA 93117

Expenditure	Fiscal Years
383300-110001	14/15

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated.
Signature

Exhibit A
Statement of Work

1. **Court Electronic Filing Module (CEFM):** Contractor, in consultation with the Court Project Manager, shall develop and implement the Court Electronic Filing Module (CEFM), which will be housed on the Court's website for public use. The Contractor shall include items A-P (below) during CEFM development and shall make modifications to the CEFM system per the Court Project Manager. The Contractor shall run tests to ensure reliability of the CEFM program and troubleshoot any issues.

   A. The CEFM shall allow individuals to set up accounts (user profiles) for e-Filing:
      i. If the individual is an attorney, a bar number is required to be entered and their account linked to that bar number.
      ii. If the individual is a self represented litigant, the bar number is not a required field.
      iii. Profiles shall be set up for Court staff without the requirement to enter payment information.

   B. The CEFM shall allow filers to enter filings with these specified fields that can be edited or modified by the filer unless otherwise indicated:
      i. Court Case Number (upon entry, case title must displayed in addition to case number on filing screen).
      ii. Attorney Bar Number (not required for Pro Per Parties).
      iii. Attorney Name (populated upon entry of Attorney Bar Number).
      iv. Check box to indicate filer is a Pro Per Party.
      v. Drop Down Box to select Pro Per Party from case if Pro Per Party box is checked *(this list cannot be modified by the filer).*
      vi. Field to allow a new party to be added to the case for Pro Per Parties.
      vii. E-mail address of the filer (this should default to the email address in the profile with the ability to override the address).
      viii. A free text field to allow the filer to transmit a note to the Court for the clerk to review.
      ix. The Document Type (populated by a pull down listing of all court document types, *(this list cannot be modified by the filer).*
      x. A Document Title free text field.
      xi. Ability to attach a document utilizing a browse function to link to a document.
      xii. Field indicating number of pages in the document (populated upon selection of the document to be filed, *(this field cannot be modified by the user).*
      xiii. Filing Fee (amount defaulted based on document type selected).
      xiv. Field allowing designation of Sealed and Confidentiality of documents, with a default to Public.
      xv. The ability to add additional documents, populating fields ix. through xiv., within the transaction.

   C. The CEFM shall display a transaction summary for each filing with the following information for the filer to verify before executing the transaction.

i. Case Number
ii. Case Title
iii. Attorney Bar Number (if available)
iv. Attorney or Pro per Name
v. Attorney/Filer E-Mail
vi. Document Type (for each attached document)
vii. Document Title (for each attached document)
viii. Document Security (for each attached document)
ix. Fees (for each attached document)
x. Note to Clerk
xi. Number of pages in document (for each attached document)
xii. Total Document(s) filed
xiii. All fees including Transaction Fee amount, Processing Fee and Total Fee

D. The CEFM shall allow for the entry of payment information for processing of the filing (this information shall be populated from the information in the filer's profile). The CEFM shall allow for all transaction fees to be waived, upon approval by the Court. The CEFM shall comply with PCI DSS 3.0 (Payment Card Industry Data Security Standard) or the latest version as recommended by the PCI Standards Council to protect CEFM Users' financial data.

E. The CEFM shall display a disclaimer regarding convenience fees, transaction fees and informing the filer that fees are not finalized until processed by the court.

F. The CEFM shall create and display a transaction record for each filing including the following information
i. Case Number
ii. Case Title
iii. Attorney Bar Number (if available)
iv. Attorney or Pro per Name
v. Attorney/Filer E-Mail
vi. Document Type (for each attached document)
vii. Document Title (for each attached document)
viii. Document Security (for each attached document)
ix. Fees (for each attached document)
x. Note to Clerk
xi. Number of pages in document (for each attached document)
xii. Total Document(s) filed
xiii. All fees including Transaction Fee amount, Processing Fee and Total Fee
xiv. The transaction summary must include the date and time of the filing (the time must be converted to Pacific Time if submitted from another time zone).
xv. CEFM shall generate a unique 8 digit transaction number for each filing.
xvi. CEFM shall generate a unique 8 digit document ID number for each document attached in a filing.

G. The CEFM shall maintain and update the status of the transaction to one of the following:
   i. Pending;
   ii. Accepted;
   iii. Rejected;
   iv. Accepted without Docketing.

H. The CEFM shall generate and send emails upon submission of a transaction or change of status of a transaction. The change of status includes acceptance of the filing, rejection of the filing, and transaction note submitted by the clerk.

I. The CEFM shall provide query capability on the following fields:
   i. Transaction ID
   ii. Case Number
   iii. Case Title (Using party names in the title of the case)

J. The CEFM shall display an accounting report within a designated date range (defaulted to today's date):
   i. Option to filter the report by Case Type, File Date, Attorney Bar Number and/or Case Number is required for filers and court staff.
   ii. Additional option to filter by Reviewer (clerk) is required for court staff only.
   iii. The report must display the following information if available (The option to print the report is required):
      i. Case Number
      ii. Case Title
      iii. Attorney
      iv. Transaction Number
      v. Invoice Date
      vi. Filing Date & Time
      vii. Document ID/Document Title (for each document)
      viii. Number of Documents filed
      ix. Total Statutory Fees Collected (broken down into line items by document)
      x. Reviewers Name
      xi. Run Date/Time of the Report
      xii. Total number of records for the report
      xiii. Total Fees Collected for all records on the report with totals by fee type

K. Contractor shall transmit financial data to the Court in a secured manner regarding daily ACH bank deposits for all statutory fees assessed and provide financial reports for reconciliation of bank deposits.

L. Technical Support: Contractor shall provide on-going annual maintenance and support for the Court CEFM. This includes design and development of enhancements and their integration with the CEFM. This also includes repairs to the system as needed and system upgrades.

M. Unless it is a Priority issue as outline below, Contractor shall provide Technical Support to Court Monday through Friday from 8:00 AM to 5:00 PM Pacific Standard Time.

N. User Support: Contractor shall provide CEFM User Support, which includes assisting Users with issues related to accessing the system, creating an account, resetting passwords, identifying User ID, etc. User Support is available as follows:
   i. By Phone: Monday through Friday 8:00 AM to 5:00 PM Pacific Standard Time;
   ii. By Email: 24/7, 365-days of the week.

O. Contractor shall review requests thoroughly and assess appropriate response when contacted by Court and Court Users. Contractor shall be knowledgeable about problem prior to contacting Court to respond that issue has been received. Technical problems shall be assessed by the following priority levels:
   i. Priority 1: A critical problem. The problem prevents installation of the Software, causes the Software or operating system to fail completely, requires constant restarting of the Software or operating system, and results in irretrievable corruption or loss of data. There is no known work-around or solution to the problem at the time of the call.

   ii. Priority 2: A serious problem has occurred. The problem prevents the use of an explicitly documented function of the Software, preventing or inhibiting the Software from accomplishing the task(s) for which it was designed. There is no known work-around or solution to the problem at the time of the call.

   iii. Priority 3: The Product does not work as explicitly documented and/or errors in the documentation have occurred.

P. Response Time Requirements:
   i. Priority Level 1: Contractor shall respond within a period not to exceed one (1) hour following receipt of Priority 1 call from the Court. Priority 1 issues will be handled 24 hours a day, seven days a week, 365-days a year. Contractor shall assign a product technical specialist(s) to diagnose and correct the problem and use its commercially reasonable efforts to isolate and diagnose a Priority Level 1 problem and affect a work-around or repair. Upon agreement by the technical representatives of both Parties that Court has regained some usefulness of the Software, the problem shall be downgraded to a Priority Level 2, and Contractor's response requirements shall be revised accordingly.

   ii. Priority Level 2: Contractor shall respond within a period not to exceed two (2) hours following receipt of the initial request. Priority 2 issues will be handled 24 hours a day, seven days a week, 365-days a year. Contractor shall assign a product technical specialist(s) to diagnose and correct the problem and use its commercially reasonable efforts to isolate and diagnose a Priority Level 2 problem and affect a work-around or a repair. Court and Contractor shall establish a mutually agreeable time frame for resolution or for the next step in working toward the resolution of the problem, based upon the circumstances surrounding the problem. Contractor shall exercise all commercially reasonable efforts to include a Fix or Patch for the problem in the next Software maintenance release.

   iii. Priority Level 3: Contractor shall respond within a period not to exceed four (4) hours following receipt of the initial request. Priority 3 issues will be handled 24 hours a day, seven days a week, 365-days a year. Contractor shall use its commercially reasonable efforts to make Priority Level 3 correction, replacements, or to provide require services.

2. **CEFM Transaction Fiscal Agent:** Contractor agrees to be the Court's CEFM Fiscal Agent to collect and process CEFM credit and debit card transactions. Contractor will be reimbursed for all pass-through charges and shall not profit or charge the Court for additional fees beyond those that are part of the CEFM Gateway and Merchant accounts. Additionally, the Contractor shall:

   i. Establish an Authorize.Net gateway sub-account, which references the Court, for the processing of all CEFM transactions;
   ii. Establish a merchant sub-account, which references the Court, to process all CEFM transactions;
   iii. Issue daily ACH payments to the Court on the previous days Court approved CEFM transactions;
   iv. Provide a detailed payment report to the Court on a daily basis for reconciliation purposes;
   v. Provide the Court the monthly gateway sub-account statement, which reflects all CEFM transaction charges; and
   vi. Provide the Court the monthly merchant sub-account statement, which reflects all CEFM transaction charges and receipts.

End Exhibit A

Exhibit B
Payment Provisions & Budget

1. **Invoicing and Payment:**
   A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the Court agrees to compensate the Contractor in accordance with the amount specified and made a part of this Agreement.

   B. Contractor shall submit itemized line item invoices, which reflect actual costs to include type of service provided, volume or hours, unit price, and total as referenced in the Budget, Exhibit B Section 2.

   C. Government Code 927 et seq., requires the Court to issue payment on undisputed invoices within 45 days of receipt of an invoice.

   D. For services rendered to the satisfaction of the Court Contract Manager, Court agrees to pay to the Contractor for actual costs based on the Budget, Exhibit B Section 2 and presentation of an itemized invoice to be submitted no later than fifteen days (15) following the end of the preceding month.

   E. Invoice shall include:

      i. The Contract number;
      ii. A unique invoice number;
      iii. The Contractor's name and address;
      iv. Taxpayer identification number;
      v. Preferred remittance address, if different from the mailing address;
      vi. It is the discretion of the Court's Project Manager to require the Contractor to use the Acceptance and Sign off Form Exhibit E. If the Court's Project Manager requires the Contractor to complete the form, the Contractor shall describe the work completed, (outlined in Exhibit A) and submit the form to the Court's Project Manager for approval. The Contractor shall submit the approved Acceptance and Sign off Form with each invoice;

Shall be submitted for review and approval in duplicate to:

San Francisco Superior Court
Attention: Jeff Ishikawa, IT Director
850 Bryant Street, Room 306
San Francisco, CA 94103

2. **CEFM Merchant/Gateway Reimbursements:** As the Court's CEFM Fiscal Agent, Contractor will incur Court CEFM Merchant/Gateway credit card transaction service charges, interchange charges, and fees which the Court shall reimburse the Contractor for. Contractor shall not profit or charge the Court for additional fees beyond those that are part of the CEFM Gateway and Merchant accounts. In order to reimburse the Contractor, the Contractor shall submit to the Court Project Manager the monthly merchant services statements from Bank of America and Authorize.Net reflecting all Court CEFM transactions along with the monthly invoice.

    A. The Court shall reimburse Contractor for all the pass-through charges including transaction service charges, interchange charges, and fees associated to the Court's CEFM.

        i. Authorize.Net monthly Gateway account fee; $20.00 per month;
        ii. Authorize.Net credit card per transaction fee .005 each item;
        iii. Authorize.Net merchant account charge not to exceed 2.9% of total amount collected; and
        iv. Bank of America bank and other fees associated with the CEFM credit or debit card transactions

    B. The Merchant/Gateway interchange charges, service charges, and fees are based on transaction volume, so the following is the Court's projected costs. The CEFM Merchant/Gateway interchange charges, services, and fees shall not exceed $175,000.00 with a 25% overage contingency for an additional $43,750.00; total shall not exceed $218,750.00.

3. CEFM Implementation Budget: Per Exhibit A "Scope of Work" contractor will assist the Court develop, implement, and manage the Court's CEFM. The CEFM budget is as follows:

    i. Phase I development and implementation shall not exceed $100,000.00.
    ii. Maximum hourly rate at $100.00.
    iii. Annual Technical Support starts December 8, 2014 through December 7, 2015 and shall not exceed $7,500.00.
    iv. Annual User Support starts December 8, 2014 through December 7, 2015 and shall not exceed $18,000.00.

4. Contract Total shall not exceed $344,250.00.

End of Exhibit B

Exhibit C
Points of Contact

1. **Court Contacts**
   A. Project Manager/Contract Manager
   Jeff Ishikawa, IT Director
   850 Bryant Street, Room 306
   San Francisco, CA 94103
   Phone: 415-551-7551
   jishikawa@sftc.org

2. **Contractor Contacts**
   A. Project Manager
   Mohammed Shaikh, President
   6464 Hollister Ave, Suite 7G
   Goleta, CA 93117
   Phone: 805-453-9152
   mohammed@imagexx.com

   B. Additional Support
   Vicky Soderman, Office Manager
   6464 Hollister Ave, Suite 7G
   Goleta, CA 93117
   805-964-3535 X102
   vicky@imagexx.com

   C. Image X Technical Support: 714-242-2805 x203

End Exhibit C

Exhibit D
General Provisions

1. **Definitions:** The terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

   A. "Acceptance/Accepted" means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Document.
   B. "Administrative Director" if not the Court Executive Officer refers to that individual, or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
   C. "Amendment" means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
   D. "Confidential Information" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Court's business or the business of the Courts, their personnel, officers, or constituents, and including any confidential communications between the Contractor and the Court, the personnel, officers, or constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
   E. The "Contract" or "Contract Documents" constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Agreement and all related Exhibits and Work Orders. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "Agreement."
   F. The "Contractor" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
   G. "Court" means the Superior Court of California County of San Francisco.
   H. "Data" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
   I. "Day" means calendar day, unless otherwise specified.
   J. "Deliverable(s)" or "Submittal(s)" means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Court for acceptance.
   K. "Force Majeure" means a delay, which impacts the timely performance of Work for which neither the Contractor nor the Court are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to: i. Natural disasters or acts of a public enemy; ii. Fire or other casualty for which a party is not responsible; iii. Quarantine or epidemic; iv. Strike or defensive lockout; and, v. Unusually severe weather conditions.
   L. "Key Personnel" refers to the Contractor's personnel named in Exhibit A, Contractor's Key Personnel, whom the Court has identified and approved to perform the Work of the Contract.

M. "Agreement" means this Agreement that sets forth the terms and conditions under which the Court retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.
N. "Material" means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
O. "Milestone(s)" means one or more events or dates, if specified in the Contract Documents, by which Work, as identified, must be provided by the Contractor.
P. "Notice" means a written document initiated by the authorized representative of either party to this Agreement and given by: i. attaching as a .pdf to an email addressed to Contractor's Key Personnel as identified in Exhibit A, ii. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
Q. "Project" refers to all activity relative to a Work Order and/or this Agreement including activity of the Contractor, its Subcontractors, the Court, or Court's representatives in connection with the Contract Work.
R. "Project Manager's Designee" means an individual that may be designated in a Work Order, as updated from time to time by the Court's Project Manager in accordance with Exhibit A.
S. The "State" refers to the Judicial Council of California / Administrative Office of the Courts ("AOC").
T. "State Standard Agreement" means the form used by the Court to enter into agreements with other parties.
U. "Stop Work Order" means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision.
V. "Subcontractor" shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
W. "Task(s)" means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Court.
X. "Term" refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work.
Y. "Third Party" refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.
Z. "To Be Determined" or "TBD" is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the Court and incorporated into the Agreement or Work Order via Amendment(s).
AA. "Work" or "Contract Work" or "Work to be Performed" may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the Court. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor.
BB. "Work Order" refers to a document that is used by the Court to authorize Work pursuant to this Agreement. Each Work Order, if any, will include details about the nature of the Work the

Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.

CC. "Work Order Amount" refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

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

3. **Relationship of Parties**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Superior Court of California, County of San Francisco.

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

   B. In the event the Court terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the Court may procure, upon such reasonable terms and in such manner as it may reasonably deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Court for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

5. **Manner of Performance of Work**: The Contractor shall complete all Work specified in the Contract Documents to the Court's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.

6. **Court's Obligation Subject to Availability of Funds:**
   A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any

right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to the Contractor, terminate this Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.

B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation: i. The Court will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

C. Funding for this Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement or the affected parts will terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

7. **Contract Termination Other Than for Cause:**
   A. In addition to termination for cause under Exhibit D, Article 4, the Court may terminate this Agreement in whole or in part at any time upon providing the Contractor written Notice at least thirty (30) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

   B. If the Court terminates all or a portion of this Agreement other than for cause, the Court shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the Work Order Amount(s) applicable to the terminated portion of the Project(s).

   C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

   D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the Court shall be to pay only for the services rendered at the rates set forth in the Agreement.

   E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **No Assignment:** Without the written consent of the Court, the Contractor shall not assign this Agreement in whole or in part.

9. **Time of Essence:** Time is of the essence in Contractor's performance of this Agreement.

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

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

12. Stop Work:

A. The Court may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either: i. Cancel the Stop Work Order; or ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Court shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if: i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and ii. The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of Work stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.

C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Court's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Court shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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

13. Standard of Professionalism: The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

14. Acceptance of the Work:

A. The Court's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Court's Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

B. Acceptance Criteria for Work ("Criteria") provided by the Contractor pursuant to this Agreement: i. Timeliness: The Work was delivered on time; ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

C. The Contractor shall provide the Work to the Court, in accordance with direction from the Court's Project Manager. The Court shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria.

D. If the Court rejects the Work provided, the Court's Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

E. If the Court's Project Manager requests further change, the Contractor shall confer with the Court's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability is further discussed.

F. If agreement cannot be reached between the Court's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer (CEO), or his designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the CEO, or his designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Court may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of Standard Provisions set forth in this Exhibit D. Termination does not relieve the Court of liability for wrongfully rejected Work.

G. The Court's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The Court's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

15. Contractor's Personnel and Replacement of Personnel:

A. The Contractor shall provide for the staffing requirements as set forth in Exhibit A, and each Work Order, if any, prior to commencing any Work pertaining to the staffing requirements.

B. The Court has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the Court's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the Court's requirements, the Contractor shall submit a different candidate for consideration.

C. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if, in the Court's opinion, the performance of the Contractor's personnel is unsatisfactory. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

D. If any of the Contractor's Key Personnel, identified in Exhibit A, become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel,

possessing equivalent or greater experience and skills; any substitute must be acceptable to the Court's Project Manager.

E. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Court's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.

F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to General Provisions, as set forth in Exhibit D.

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

17. **Services Warranty:** The Contractor warrants and represents that each of its employees, consultants, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Court, its successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.

18. **Accounting System Requirement:** The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the Court to exercise its audit rights set forth below.

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

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

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

22. Insurance Requirements:

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Court shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following: i. Workers' Compensation at statutory requirements of the state of residency. ii. Employers' Liability with limits not less than $1,000,000.00 for each accident. iii. Comprehensive General Liability Insurance with limits not less than $1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at $2,000,000.00. iv. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Court. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Court and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions: i. The Court, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the Courts are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents as well as the officers, officials, employees and agents of the Courts. Any insurance and/or self-insurance maintained by the State or the Courts, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way, iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. The Contractor shall provide the Court certificates of insurance satisfactory to the Court evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Court's request.

F. If at any time the foregoing policies shall be or become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Court, the Contractor shall, upon Notice to that effect from the Court, promptly obtain a new policy, and shall submit the same to the Court, with the appropriate certificates and endorsements, for approval.

G. Subcontractors. The Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

H. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the Court of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Superior Court of California, County of San Francisco, Business Services Manager, 400 McAllister Street, Room 205, San Francisco, CA 94102-4512.

23. Confidentiality:

A. Both the Court and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Court may disclose Confidential Information to the Contractor.

B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Court's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Court's Project Manager, representatives of the Court that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

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

24. Copyrights and Rights in Data:

A. The Court reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.

B. The Contractor agrees not to copyright any Data produced with funding from this Agreement unless the Court gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the Court will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

25. Ownership of Intellectual Property, Etc.:

A. Unless the Contractor and the Court reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the Court's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the Court shall be treated as if it were "work for hire" for the Court, and (ii) the Contractor will immediately disclose to the Court all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the Court.

B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Court, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the Court, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Court. The Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.

26. **Limitation on Publication:** The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Court without prior review and written permission by the Court's Communication Director.

27. **Limitation on Court's Liability:** The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.

28. **Use of Court or Court Provided Equipment:** Neither the Court nor the Courts employees shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the Court or Courts.

29. **Conflict of Interest:**
    A. The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

    B. The Contractor certifies and shall require any Subcontractor to certify to the following: No Conflict of Interest. Contractor 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.

    C. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

    D. Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

    E. Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

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

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

32. **Drug-Free Workplace:** The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

33. **Nondiscrimination/No Harassment Clause:**
    A. Non-discrimination. By signing this Agreement 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 non-discrimination.

    B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.

    C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

    D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

34. **California Law and Jurisdiction:** Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California and the parties hereby consent to the jurisdiction of such courts.

35. **Permits and Licenses:** The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the Term(s) of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

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

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

38. **Signature Authority:** The parties signing this Agreement and any subsequent Work Order certify that they have proper authorization to do so.

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

40. **Agreement Term:** Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk.

41. **Disputes:** If Contractor believes that there is a dispute or grievance between Contractor and the Court arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with the contract manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

    A. If the issue cannot be resolved informally with the Contract Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 3, listed below.

    B. Contractor must submit a letter of appeal to the Court Executive Officer (CEO) explaining why the Contract Manager's Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The CEO or

designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the CEO or designee shall be final.

42. **Special Provisions Applicable to Certain Consulting Services Agreements**: If this Agreement provides for the payment of $5,000 or more for Consulting Services performed for the Court Contractor has attached to this Agreement resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role. Contractor shall use reasonable efforts to make these participants available to perform Services during the Term. Any additional participants are subject to approval by the Court.

43. **Special Provisions for Agreements Providing for Compensation of $50,000 or more:** Union Activities Certification Requirement. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation in excess of $50,000 to Contractor, then the covenants in this section apply to Contractor's activities. Contractor shall not:

    A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;

    B. Use the state's or Court's funds received under this Agreement to assist, promote or deter union organizing; or

    C. For any business conducted under this Agreement, use any property of the state or Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the Court's and Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

44. **Special Provisions Regarding Compliance with National Labor Relations Board Orders:** If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from the Contractor), 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.

45. **Special Provisions Regarding Compliance with the Sweatfree Code of Conduct:** If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:
    A. No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court 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 further declares under penalty of perjury that it 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 Public Contract Code Section 6108. This declaration is made under penalty of perjury.

B. Contractor cooperates 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 paragraph (a) and shall provide the same rights of access to the Court.

46. **Special Provisions Regarding Discharge Violations:** If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

47. **Electronic Waste Recycling Act:** If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

48. **Use of Postconsumer Material:** If this Agreement provides for the purchase and sale of Goods specified in Public Contract Code section 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), and the percentage of the Contractor's postconsumer material in these Goods can not be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:

    A. Contractor has delivered a declaration to the Court specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in Goods offered or sold to the Court, regardless of whether the Goods meet the requirements of Public Contract Code section 12209. Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended will be true and correct; and

    B. If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

49. **Anti-Trust:** Contractor will assign to the Court 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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
    i. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

ii. Upon demand in writing by the contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action (See Government Code section 4554.).

50. Special Provisions Regarding Applicable to Competitively Bid Agreements; Antitrust Claims: If goods or services under this Agreement were obtained by means of a competitive bid, Court and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

51. Agreement Term and Options to Renew:

A. The initial term of the Agreement shall commence on September 1, 2014 through August 31, 2015 ("Initial Term"). Thereafter, the parties have the option to Amend this Agreement for two (2) consecutive Option Terms, as defined below:

i. First Option Term: September 1, 2015 – August 31, 2016.
ii. Second Option Term: September 1, 2016 – August 31 2017.

52. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

A. These General Provisions;
B. Contract form, and any amendments thereto;
C. Statement of work, including any specifications incorporated by reference herein;
D. Special terms and conditions; and
E. All other attachments incorporated in the contract by reference.

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

End of Exhibit D

Exhibit E
Acceptance and Sign-Off Form

Description of Work provided by the Contractor:

Date submitted:
1) Submitted on time and within budgeted cost: ☐ Yes ☐ No. If no, please note length of delay and reasons. Notes:
2) Complete: ☐ Yes ☐ No. If no, please identify incomplete aspects of the Work. Notes:
3) Technically accurate: ☐ Yes ☐ No. If no, please note corrections required. Notes:
Please note level of satisfaction: ☐Poor ☐Fair ☐ Very Good ☐Excellent Comments, if any:

Acceptance Status:

☐ Work is accepted.

☐ Work is unacceptable as noted above.

☐ Substantial completion has been made; issues to be addressed by:

Name:_____

Title:_____

Date:_____