



MASTER AGREEMENT

AGREEMENT NUMBER 1036256
TAXPAYER IDENTIFICATION NUMBER 26-2796568

- In this Master Agreement (“Agreement”), the term “Contractor” refers to **PDFfiller, Inc.**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBES” and individually as “JBE”.
- This Agreement is effective as of **February 1, 2018** (“Effective Date”) and expires on **January 31, 2021** (“Expiration Date”).
This Agreement includes two (2) option terms of two (2) years per option to extend through **January 31, 2025**.

3. The title of this Agreement is: **Judicial Branch Electronic Signature Initiative**

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

4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Definitions	Exhibit 8 – Fees, Pricing and Payment Terms
Exhibit 2 – Background and Purpose	Exhibit 9 – Contractor Expense and Travel Reimbursement Guidelines
Exhibit 3 – General Terms and Conditions	Exhibit 10 – Maintenance and Support
Exhibit 4 – Licensed Software and Additional Terms	Exhibit 11 – Intentionally Blank
Exhibit 5 – Intentionally Blank	Exhibit 12 – Transition Services
Exhibit 6 – Statement of Work	Exhibit 13 – Participating Addendum
Exhibit 7 – Intentionally Blank	Exhibit 14 – Unruh and FEHA Certification

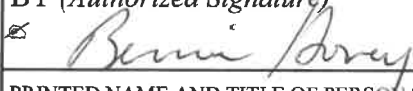
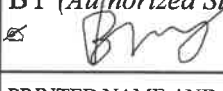
ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	PDFfiller, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Bernie Honey, Contracts Supervisor	PRINTED NAME AND TITLE OF PERSON SIGNING Boris Shakhnovich, CEO
DATE EXECUTED 6/6/2018	DATE EXECUTED 06/06/2018
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Boris Shakhnovich, CEO 1371 Beacon Street, Suite 301 Brookline, MA 02445

EXHIBIT 1

DEFINITIONS

1. **Agreement:** the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.
2. **Amendment:** written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.
3. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
4. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participating Addendum or information that would be considered confidential by a reasonable person, (ii) all information related to the business of the JBE or the Contractor that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE or the Contractor concerning the past, present, or future official business and/or the results of the provision of services to the JBE, (iv) information relating to Contractor or JBE personnel and JBE users, and (v) Contractor's code, financials, business and insurance information, all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables. 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 generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information 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. The parties agree that this Agreement shall not be considered a confidential document and may be subject to public disclosure and public records requests.
5. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

6. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Deliverable(s):** hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.
8. **Documentation:** (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.
9. **Hosted Services:** Any Contractor provided cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided by Contractor under the Agreement or Participating Addendum.
10. **Licensed Software:** Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto and all virtual appliance versions of the same.
11. **Maintenance:** enhancements, upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).
12. **Maintenance Release(s):** those modules, improvements, enhancements, upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 10 (Maintenance and Support) and Exhibit 3, Section 4.
13. **Material(s):** software, designs, technology, tools, information, and all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and hardware.
14. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.
15. **Participating Entities:** Any of the California Superior Courts, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.

16. **PCC:** California Public Contract Code.

17. **Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.

18. **Project Manager:** JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

19. **Source Code:** the source language code of the Licensed Software as the same is written by the programmers thereof.

20. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional mutually agreed upon specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software.

21. **Intentionally Omitted.**

22. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

23. **Support Services:** those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

24. **Task:** one or more functions, services, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

25. **Third Party:** any individual or entity not a party to this Agreement.

26. **Third Party Materials:** any Materials that are licensed to or obtained by Contractor from a Third Party.

27. **Transition:** Contractor's commercially reasonable assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participating Addendum.

28. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software, Hosted Services, and/or Documentation.

29. **User:** means an individual (either an employee or on-site contractor of the Participating Entity) who is given a unique identifier by the Participating Entity for logging in and using the Licensed Software. The unique identifier must not be shared with anyone else; however, if an individual ceases to be an employee or contractor of the Participating Entity during the term of a license, or no longer needs to use the Licensed Software, and the Participating Entity deactivates that employee or contractor from the Licensed Software, a different employee or contractor may then use a new unique identifier without being deemed an additional user.

30. **Work:** any or all labor, services (including the Hosted Services), Deliverables, training, equipment, supplies, Materials, Tasks, the Licensed Software, Third Party Materials, and any other items or activities under Contractor's direct control and necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating Addendum. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s).

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of Work.
- 1.2** Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Exhibit 13 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum. No Work order is valid until signed and accepted by the Contractor. Contractor has a right to refuse work orders if in their discretion such orders are in violation of the terms and conditions of the Licenses Software, Hosted Services, or the Deliverables or if they stipulate new Specifications, Support and Maintenance or other terms not previously discussed and agreed upon.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within ten (10) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement or notify the JBE or Participating Entity of the reasons they are unable to do so pursuant to section 1.2 of this exhibit, shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.

- 1.4** Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 6), Contractor will perform and complete and direct others to perform or complete, as applicable, all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the reasonable satisfaction of Participating Entity. The Statement of Work shall, at a minimum, include:

- a) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- b) any projected milestone schedule for the completion of the services, Deliverables, and Work;
- c) any acceptance criteria in addition to the acceptance criteria herein;
- d) the personnel to be assigned, along with their job classification, if applicable;
- e) the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- f) the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
- g) a draft project plan that addresses the scope and detail of services to be performed; and
- h) to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

B. Intentionally Omitted

C. Intentionally Omitted.

D. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

3. Software License.

A. Grant of Rights.

A.1. Contractor grants to the JBE a worldwide, internal use, non-exclusive license to: (i) install and use the Licensed Software for the purpose of conducting the JBE's business. The JBE's rights hereunder shall enable access to and use of the Licensed Software by: (i) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (iv) the JBE's service providers, but only in connection with their provision of services to the courts of the State of California. All use of the Licenses Software shall be limited to the paid and licensed number of Users and paid and licensed volume usage. Furthermore, all usage of the Licensed Software shall be subject to Licensed Software's terms and conditions as stated in Exhibit 4. Contractor reserves the right to deny access or usage to parties that are deemed to be using the services illegally or in violation of the Licensed Software's terms and conditions as stated in Exhibit 4. Such use and access may be web enabled via Internet.

A.2. Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may: (i) install, use, and host the Licensed Software for the benefit of the JBE at the facilities of the JBE (install and host is limited to virtual appliance uses); (ii) use and install the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software (for virtual appliances case only); (iii) use the Licensed Software for the purpose of supporting the Licensed Software for the benefit of the JBE; (iv) copy and back up JBE data and documents. All use of the Licenses Software shall be limited to the paid and licensed number of Users and paid and licensed volume usage. Furthermore, all usage of the Licensed Software shall be subject to Licensed Software's terms and conditions as stated in Exhibit 4. Contractor reserves the right to deny access or usage to parties that are deemed to be using the services illegally or in violation of the Licensed Software's terms and conditions as stated in Exhibit 4.

B. Additional Terms

B.1. Additional License Terms. The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3.B.1, unless specifically referenced or stated otherwise in this Exhibit 3. In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control, unless specifically referenced or stated otherwise in this Exhibit 3

4. Maintenance and Support Services.

A. Maintenance. Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: such improvements, enhancements, upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software. Contractor shall make commercially reasonable efforts to provide the JBE with Maintenance for the Licensed Software, as such Maintenance is made generally available to Contractor's customers on per product category basis, as follows (i) new releases of the Licensed Software if and as required to cause the Licensed Software to operate under new commonly used versions of web browsers and mobile operating systems; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific new and unforeseen provisions of California and other applicable law (including the California Rules of Court), as and when such law may change from time to time during the term; and (iii) Maintenance Releases to the Licensed Software if and as required and made generally available on product by product basis..

Maintenance Releases shall also include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, upgrades or extensions are generally distributed by Contractor free of charge to its customers on product by product basis; (b) if Contractor requires the JBE to install such new module, improvement, enhancement, upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software; or (c) if such modules, improvements, enhancements, upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. New Releases and Versions. As new versions of Licensed Software are released, Contractor will make available training videos to assist our users to easily learn new features and take advantage of the improvements. Contractor will make commercially reasonable efforts to continue to support common web browsers (which will be

determined common solely by Contractor and subject to Contractor's determination) and otherwise insure backwards compatibility as determined common solely by Contractor.

C. Support Services. Contractor shall provide to the JBE the Support Services, via telephone and email support, during California Business Hours of 9AM – 5PM Pacific Standard Time, Monday through Friday with the exception of Federal and State holidays, all as more particularly described in Section 1 of Exhibit 10 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 10 (Maintenance and Support). The Contractor shall assign the applicable Service Level, as described in Exhibit 10 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 10 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE and Contractor's review of the issue. Contractor shall provide such Support Services at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 10 (Maintenance and Support).

E. Suspension of Maintenance. As long as the JBE's access to the Licensed Software has not been suspended for violating the terms of this Agreement, JBE shall be entitled to receive the Maintenance and Support Services set forth in this Agreement from Contractor.

5. INTENTIONALLY OMITTED.

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. Upon 30 days' notice, limited to once annually, and at the sole cost of JBE, Contractor will provide to the JBE, to any federal or state entity with documented monitoring or reviewing authority, or to the JBE's authorized representatives, as necessary, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant and necessary information

requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

B. Retention of Records. Contractor will 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. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

C. JBE Audit. Upon 30 days' notice, limited to once annually, and at the sole cost of Contractor, JBE will provide to the Contractor, access to and the right to examine and audit all records and documents, as necessary, to determine compliance volume and per User cost models and with JBE's usage of the Licensed Software. JBE agrees to provide the Contractor with all relevant and necessary information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Notwithstanding, if the audit shows an underpayment by JBE according to the per User or volume usage cost models, JBE shall rectify the underpayment immediately.

D. JBE Retention of Records. JBE will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period of 1 year following the termination of this Agreement.

8. Assignment. Contractor will not assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, without the prior written consent of the Establishing JBE. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees. Notwithstanding the foregoing, Contractor may freely assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, in connection with a merger, consolidation, sale of all of the equity interests of the Contractor, or a sale of all or substantially all of the assets of the Contractor and such assignment shall binding on the establishing JBE and all JBEs.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. 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.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification for the following paragraphs in this Section 10.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA. Notwithstanding the foregoing, Contractor does not warrant that the Licensed Software is ADA compliant.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 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 certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor’s knowledge, this Agreement does not create a conflict of interest or default under any of Contractor’s other contracts.

H. No Litigation. Contractor certifies that 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 effect on Contractor’s business, the validity or enforceability of this Agreement, or Contractor’s ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor certifies that it is in compliance with: (i) PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; and (ii) PCC 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.

J. Expatriate Corporation. Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of 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 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 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 PCC 6108.

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 this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply 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

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision 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 Establishing 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.

N. 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.

N. Iran Contracting Act

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).

O. 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.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not knowingly participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of a JBE's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses, unless otherwise expressly set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

13. Contractor Status.

A. Independent Contractor.

A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3. If any governmental entity concludes that Contractor is not an independent contractor, and Contractor is unable to reverse such determination, the JBE may

terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon reasonable request.

D.2. Contractor will promptly provide Notice to the JBE of any material conflict discovered by Contractor between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in

question, having known about the conflict and without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

Contractor warrants and represents that all Subcontractors will be subject to materially the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or equivalent or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

- a) provide detailed factual information;
- b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;
- c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
- e) If the negotiations do not result in resolution of the dispute within forty- five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating an legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, as long as JBE continues to pay all undisputed invoices in a timely manner, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE or unless continuing to do so will cause harm to the Contractor. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

15. INTENTIONALLY OMITTED.

16. Indemnification.

A. Contractor will indemnify, hold harmless, and defend (with reputable counsel) the JBEs and their respective agents, officers, and employees from and against any and all third party claims and all resulting damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, where such claim arises or results from, or in connection with: (i) negligence or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement or any Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement or misappropriation of any trade secret, patent, copyright or other third party intellectual property by the Licensed Software. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any services and Work. Contractor will be given prompt written notice of the claim and the right to conduct the defense and settlement of the claim provided that 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 that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such 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 negligence or willful misconduct of the indemnified party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Licensed Software in violation of this Agreement or applicable law, (b) any claim relating to any third party products or services or JBE

provided materials or content, (c) modifications to the Licensed Software made other than by the Contractor (where the claim would not have arisen but for such modification), (d) the combination, operation, or use of the Licensed Software with materials, software or equipment which was not provided by the Contractor, to the extent that the JBE's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (e) compliance by the Contractor with the JBE's custom requirements or specifications if and to the extent such compliance with the JBE's custom requirements or specifications resulted in the infringement.

B. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

17. Insurance Requirements.

17.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

- A.** *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
- B.** *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- C.** *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- D.** *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, and maintain tail policy coverage for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

- 17.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 17.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 17.4 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 17.5 Certificates of Insurance.** Before Contractor begins performing services and Work, upon request, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the insurer will promptly notify the Establishing JBE of any cancellation or material reduction of coverage. .
- 17.6 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A-or better that is approved to do business in the State of California.
- 17.7 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 17.8 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 17.9 Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Parties Responsibilities. While negotiating and throughout the business relationship between the Contractor and the Establishing JBE, hereinafter referred to as “Parties”, Parties and their Subcontractors and Representatives may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the disclosing party. Neither party acquires any right or title to the Confidential Information, and Parties agree not to disclose and make sure their Subcontractors and Representatives and Employees promise not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by the receiving party will be held in strict confidence and used only in performance of receiving party’s obligations under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, receiving party will immediately provide Notice to disclosing party, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Receiving party may disclose Confidential Information on a “need to know” basis to its employees, representatives, advisers and Subcontractors and any representatives of the disclosing party that are working on the project, provided that the receiving party requires its employees, representatives, advisers and Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, receiving party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement, provided that the receiving party only discloses the portion of the Confidential Information that is necessary to disclose and in case of disclosure due to subparts (i) and (ii), if permissible, receiving party first informs the disclosing party of the imminent disclosure and attempts to file a protective order for such Confidential Information prior to such disclosure.

C. Court’s Responsibilities. In addition to responsibilities described in section 18A, the JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE’s Confidential Information, but in no case less than a reasonable degree of care.

D. Return of Confidential Information. Upon the written request of the disclosing party, receiving party shall either destroy or deliver to the disclosing party, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the disclosing party’s Confidential Information, as well as any copies thereof, that receiving party has in its possession. Notwithstanding the foregoing, receiving party may maintain necessary financial and legal information for

reporting and archival purposes and in order to be able to satisfy its obligation that survive the termination of this Agreement.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure), the disclosing party shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

“**JBE Data**” means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. 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 for such reputable Vendors and Subcontractors that provide data storage and other services to the Contractor to empower the Contractor to provide services and Work under this Agreement and also except for Third Parties expressly authorized by JBE. Contractor is to exercise commercially reasonable efforts to provide security and confidentiality of JBE Data that Contractor receives or has access to. JBE owns and retains all right and title to JBE Data, and has the exclusive right to control its use.

Contractor shall implement and maintain the industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or unauthorized alteration of JBE Data, and Contractor shall comply with privacy and data security requirements set forth in applicable laws, this Agreement, or in the JBE's policies or procedures. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the industry standards, applicable laws, this Agreement, and JBE policies and procedures provided herein. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing Work at a JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

If Contractor provides Hosted Services, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the continental United States;
- provide periodic full backup of all JBE Data
- provide periodic incremental backup of all JBE Data
- have the capability to recover data from the JBE Data backup copy
- provide the capability to export JBE's raw data in human readable and machine readable format
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter.

No services (including Hosted Services) or Licensed Software (and related 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 advance by the Establishing JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding maintenance downtime that is agreed upon in writing by the Contractor and JBE in advance and except for terms agreed upon in Exhibit 10 (Maintenance and Support)). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner available to the Contractor, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease. Notwithstanding the forgoing, Contractor may retain necessary financial and legal information for reporting and archival purposes and in order to be able to satisfy its obligation that survive the termination of this Agreement.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of a Data Breach affecting any of the JBEs, Contractor shall notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within twenty-four (24) hours after Contractor's discovery (or reasonable belief) of such Data Breach. A "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of 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, to the extent available; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or plans to do to mitigate the Data Breach; and (v) what corrective action Contractor has taken or plans to take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide bi-weekly updates, or more frequently if deemed necessary by Contractor, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. 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. On an annual basis, Contractor shall at its expense have an independent, reputable, third party perform an information security audit as required by SOC2 Type 2. The audit results shall be promptly shared with the JBE.

H. Security Assessments

On an annual basis, Contractor shall at its expense have an independent, reputable, third party perform an SSAE-16 SOC2 Type 2 Audit which will include tests of the design and operating effectiveness of general and application controls over the system. The audit results shall be promptly shared with the JBE. Upon written request, Contractor may share with JBE certain security policies and procedures and security overview documentation in addition to the SOC2 Type 2 Report.

I. Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE, unless such notification is prohibited by such subpoena, service of process, or applicable law or regulation. Unless prohibited, Contractor shall make commercially reasonable efforts to 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.

19. Ownership of Intellectual Property.

A. Establishing JBE acknowledges that Contractor or its licensors own all rights, title and interest in and to the Licensed Software, any Deliverables provided by Contractor and Hosted Services, and portions thereof, , including without limitation all intellectual property rights. Except for the license granted in this Agreement and Licensed Software's terms and conditions (stated in Exhibit 4 of this Agreement), all rights in and to the Licensed Software, such Deliverables and Hosted Services, and portions thereof are reserved for the Contractor, and no implied licenses are granted by Contractor to JBE. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with typical professional standards for the industry. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or unauthorized alteration of JBE Data and the JBE's Confidential Information, and such other commercially reasonable applicable safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties & Limitation of Liability.

B.1. Services Warranty. Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform, in all material respects, to the requirements of this Agreement and the JBE's Participating Addendum.

B.2. Licensed Software Warranty. Contractor hereby warrants and represents that: (i) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications, and (ii) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using most common browsers and mobile operating systems.

B.3. Virus Protection Warranty. Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, it will use industry standard precautions to ensure that no portion of the Licensed Software, Hosted Services or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

B.4. Four-Digit Date Compliance. Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. “Four-Digit Date Compliant” deliverables and services 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. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

B.5. Warranty of Law. Contractor warrants and represents that to the best of Contractor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software, Hosted Services or any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) Contractor’s performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor’s business and services.

B.6. Warranty of Title. Contractor warrants and represents that (i) it has good title to the Licensed Software, and the Licensed Software does not contain any Third Party Materials; (ii) it has the absolute right to grant to the JBE the licenses granted hereunder; (iii) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “Title Warranty”). Contractor’s sole obligation and JBE’s sole remedy for any breach of this Title Warranty shall be for Contractor to indemnify JBE as described above.

B.7. Support Services Warranty. Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

B.8. Effect of Breach of Warranty. If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty, and shall include if applicable the information required

pursuant to Exhibit 10 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 10 (Maintenance and Support). If the breach relates to Section 22.B.5 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.6 (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participating Addendum as hereinafter provided in this section. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26.A (Termination for Cause), subject to the transition provisions of Exhibit 12 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

B.9. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

24. Background Checks.

A. Contractor shall perform country specific satisfactory Background checks on its employees, contractors and Subcontractors before they gain access to JBE's systems and data and prior to traveling on-site to JBE's location (unless such visits are done by a member of the sales team.)

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: License, Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties and Transition, and Contractor's obligations regarding privacy and data security. Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor to Establishing JBE: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 12. Contractor shall promptly notify each JBE if Contractor learns of any representation, warranty, or certification becoming untrue.

26. Termination; Term of Agreement.

A. Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its material duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default or a mutually agreeable 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; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was materially incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause, the JBE will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work. Contractor will not provide refunds for any Work paid for the JBE prior to the effective date of termination.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual

funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws. Notwithstanding the forgoing, Contractor will not provide refunds for any Work paid for by the JBE prior to the effective date of termination.

D. Effect of Termination.

D.1. Transition services. Contractor shall provide the transition services and procedures set forth on Exhibit 12 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. Term and Termination.

(a) The term ("Term") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 26, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement two additional two-year option periods (the "Option Term"). In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

(b) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Execution of any Participating Addendum by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

28. Waiver; Severability.

A. Waiver of Rights. Party's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights, and will not prevent the parties from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

29. Loss Leader. 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.

30. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. 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. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE 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 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.

C. Reassignment. 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 (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

31. Intentionally Omitted.

32. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

33. DVBE Participation Certification. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

34. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. 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. Contractor will provide those records to the Attorney General upon request.

35. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE’s prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

36. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

37. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to “including” means “including, without limitation.”

38. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers,

proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

39. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Boris Shakhnovich, CEO 1371 Beacon Street, Suite 301 Brookline, MA 02445	Stephen Saddler 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party 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) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

40. Hosted Services. Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor's obligations regarding the Hosted Services, the Contractor's obligations regarding the Licensed Software (including without limitation, support services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

END OF EXHIBIT 3

EXHIBIT 4

LICENSED SOFTWARE AND ADDITIONAL TERMS

JBEs agree to the following requirements:

1. JBE is responsible for their Users' uploaded content ("Content") and activities within their account and within their subaccounts.
2. JBE may not use the Service for any illegal or unauthorized purpose. JBE must not, in the use of the Work, violate any laws in the applicable jurisdiction (including but not limited to copyright laws).
3. JBE may not (or permit or encourage others to) modify, publish, translate, reverse engineer, reverse compile, decompile, disassemble, create works from or otherwise attempt to derive the Source Code from the Licensed Software, Hosted Services, or any portion thereof.
4. JBE may not (or permit or encourage others to) to reproduce, duplicate, copy, sell, resell or exploit any portion of the Works except as explicitly provided for herein.
5. JBE may not (or permit or encourage others to) create malicious software products, tools, designs, instructions or the like that negatively impact the performance, functionality, or interoperability of the Licensed Software or Hosted Services.
6. JBE may not (or permit or encourage others to) circumvent any technological measure that controls access to the Licensed Software, Hosted Services, or any part thereof.
7. Pay fees in the Participating Addendum by the later of the due date or 30 days of receipt of a delinquency notice by the Contractor.

Contractor may terminate a Participating Addendum immediately if a JBE fails to comply with any of the above requirements, and this failure is not cured within ten (10) days following Contractor's Notice of such failure or a mutually agreeable period. JBEs shall ensure that their Users comply with the following requirements. Violation may result in the termination of the User's account.

1. User must be 13 years or older to use this Service.
2. User must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. User must provide a valid email address, and any other information requested in order to complete the signup process.
4. User is responsible for maintaining the security of his/her account and password.
Contractor cannot and will not be liable for any loss or damage from User's failure to comply with this security obligation.
5. User is responsible for all Content posted in his/her account and activity that occurs under the account.

6. User may not use the Service for any illegal or unauthorized purpose. User must not, in the use of the Work, violate any laws in the applicable jurisdiction (including but not limited to copyright laws).
7. User may not use the Service to spam or send unsolicited emails, faxes, or sms individuals or businesses.
8. User may not circumvent any technological measure that controls access to the Licensed Software, Hosted Services, or any part thereof.
9. User may not verbally or physically abuse (including threats of abuse or retribution) any Contractor's staff or management.

Furthermore, if bandwidth of User of the Hosted Service is excessive to the point that it significantly impacts the performance of the Hosted Service, Contractor may temporarily disable the User or throttle the User's bandwidth consumption.

JBE will have no licensed use to third party services (such as fax, US mail, e-Filing and other services introduced by Contractor from time to time) under this Agreement.

Contractor does not pre-screen Content nor has ability to access Content directly. However, if a user or recipient of Content provides Contractor with notice of inappropriate Content, such as that which is reasonably deemed to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property, then, upon the request of the Contractor, JBE will immediately remove such Content. JBE is liable for all posting of such Content and any failure or delays from the removal thereof. As Is.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE IS PROVIDED "AS IS" AND CONTRACTOR MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS. THIS AGREEMENT IS NOT INTENDED TO, AND DOES NOT, EXPRESS OR IMPLY ANY WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. ANY USE OF THE SERVICES TO ENGAGE IN TRANSACTIONS OR COMMUNICATE WITH ANY CONTACTS OR OTHER THIRD PARTY IS AT USER'S SOLE RISK. CONTRACTOR MAKES NO WARRANTY THAT USER'S USE OF THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH USER'S ACCESS OR USE OF THE SERVICE WILL MEET USER'S REQUIREMENTS.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, OR OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE SERVICES OR ANY ACCESS OR USE THEREOF. IN NO EVENT WILL EITHER PARTY'S LIABILITY TO OTHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE OF THE APPLICABLE SERVICE PAID BY USER. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY, EVEN IF A PARTY HAS BEEN ADVISED, OR IS OTHERWISE AWARE, OF THE POSSIBILITY OF DAMAGES IN

EXCESS OF SUCH LIMITATIONS AND EVEN IF THE WARRANTY REMEDY OF THIS SECTION FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL

NOT APPLY TO ANY OF THE FOLLOWING: (I) A PARTY'S LIABILITY FOR FAILURE TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION; (II) CONTRACTOR'S INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (III) CONTRACTOR'S INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT FOR CLAIMS AGAINST A JBE FOR DEATH, BODILY INJURY TO PERSONS, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT; (IV) COSTS OR ATTORNEYS' FEES THAT A PARTY MAY BE ENTITLED TO RECOVER AS A PREVAILING PARTY IN ANY ACTION; OR (V) A PARTY'S VIOLATION OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

Notwithstanding any provision to the contrary, this Agreement shall not be altered, amended, or superseded by any additional terms and conditions provided by or through Contractor's website, Contractor's order forms, or Contractor's invoices. The JBEs do not agree to such additional terms and conditions.

END OF EXHIBIT 4

EXHIBIT 5

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END OF EXHIBIT 5

EXHIBIT 6

STATEMENT OF WORK

1. BACKGROUND AND PURPOSE

This Agreement provides the terms and conditions under which Contractor shall provide an e-Signature software solution to the JBEs that elect to engage Contractor for such services.

Mandatory Technical Requirements

Product Deployment Components:

1. Contractor will provide an e-Signature on-premises virtual appliance or an e-Signature SaaS environment with all data being stored within the United States.
2. The solution shall be delivered and used entirely through a computer web browser, or mobile application.
3. The solution shall not require any plugins or third-party browser add-ons.
4. The solution shall be natively compatible with the major web browsers: Microsoft Edge, Microsoft Explorer, Mozilla Firefox, Apple Safari, and Google Chrome

Audit Log and History:

1. Audit log must show the entire history of a document, including uploading, adding elements, viewing, signing, and who took each of these actions. The audit log tracks metadata associated with each of these actions, including information about the authenticated user, the date, the IP address, and which platform was used (web, iOS, Android). The audit log should be viewable directly with the app or should have the option to be appended to the PDF document through a Download and History feature. The application should have the ability to add two-factor authentication to any document sent for signature. This allows the document custodian to set an individual password for some or all of invited signers and then transmit that password to each signer independent of the software solution.

User Authentication:

1. The solution shall support local stand-alone accounts without integration with Active Directory and/or Lightweight Directory Access Protocol (LDAP) system(s)
2. The solution shall support integration with Microsoft Active Directory in order for signing-initiators and internal-signers to use their Active Directory credentials
3. The solution shall be capable of integrating with other LDAP compliant credentialing systems
4. The solution shall be capable of integrating with Microsoft Office 365 and/or Microsoft Azure for purposes of using unified credentials

Application Programming Interface (API):

1. The solution shall have a mature API capable of being used by other API-capable systems
2. The solution shall support an API interface with Hyland OnBase Document Management System and ImageSoft as the vendor, subject to Contractor's access of the vendor's open API and a reasonable implementation effort (otherwise, parties will work together on a mutually agreeable resolution to this requirement).
3. The API in both the on-premises and cloud versions shall include substantially similar feature sets to ensure programming and interfacing consistencies with third-party systems. Parties acknowledge that the on-premise version will lag in functionality to the cloud version, due to its more infrequent release schedule.

Security and Hygiene:

1. Industry standard protection against ransomware and phishing on the on-cloud deployment
2. Support data encryption while in transit and at rest
3. Client to product communication should support both HTTPS (SSL) and HTTP protocols

Mobile App Features and Functionality:

1. Cloud and on-premises versions will support the same iOS mobile app
2. The cloud version will also support the Android mobile app
3. IOS and Android apps
4. Ability to login with Touch ID on IOS
5. Provide list of supported mobile operating systems
6. Ability to edit documents without sending
7. Ability to create and manage templates
8. Ability to upload documents from OneDrive, Google
9. Ability to use the same or different signatures on both the mobile app and web-browser by virtue of a sync or upload/download feature for signatures

Mandatory Business Requirements

Product Usability Features

1. Templates: This would allow for a single document to be uploaded and created as a template, so that future signings can be more quickly distributed with the exact same document.
2. Signing URL's SaaS deployment only: This functionality would include the ability for a single document to be uploaded, and have unlimited signings occur through a unique URL generated specifically for the one document.
3. Search capabilities: This would allow for searching for a particular document or signing – typically used for those who are initiating or signing many documents often, and are in need of searching for a specific document.
4. Ability to insert required and non-required fields: This would allow for one or multiple fields to be placed throughout a document, with each field being identified as mandatory or optional.

5. Selections on what occurs and who should receive the document(s) after the completion of a signing workflow: This functionality would include options on what occurs after the signing workflow has been completed, such as whether or not the completed document and/or attachments should be emailed to everyone involved in the signing or not, and therefore be accessible by only the signing initiator.
6. Password protected signing: This would allow for a password to be assigned and required to be entered by the signer when attempting to sign or interact with a signing workflow.
7. Unique Signatures for Each Signer: When a document is sent to a signer for signature, the application should invite the signer to create a unique signature that is attributable to that signer.
8. Signature options include typing in a name and selecting among various automatically created e-signature styles and fonts, hand written digital ink signature using a finger or mouse, or uploading an e-signature graphic.
9. Multiple signers with workflow options allowing for simultaneous and/or consecutive signings to occur and in a specified order.
10. Each signing workflow should allow specified signers to be replaced, removed or reminded to accommodate varying circumstances

Service Level Minimums:

1. Contractor's SignNow Enterprise Support team is providing 1st Level Desk Support via phone and email during West Coast business hours 9AM to 5PM PST Monday through Friday, except Legal Holidays. Contractor expects to widen SignNow Enterprise Support team's business hours to 24/7/365 prior to the end of 2018.
3. For SaaS solution, SLA availability minimum of 99%
4. For the SaaS solution, vendor to provide availability matrix.
5. For the SaaS solution, vendor to provide disaster recovery plan.
2. For the SaaS solution, vendor to provide the backup types and frequencies.
3. For SaaS solution, vendor solution must have automatic failover capabilities.

2. EQUIPMENT AND CONNECTIVITY

- A. Within 30 days of executing a Participation Addendum and throughout the term of the Participation Addendum, Contractor will install, connect, activate, and support both, the on-premises virtual appliance, or the SaaS environment. For the SaaS environment, vendor shall exercise commercially reasonable efforts to maintain all applicable equipment/software and means of connectivity necessary to enable the JBEs to utilize their SaaS e-signature environment.
- B. Contractor will assist in the installation, connectivity, and activation of each newly installed On-Premises virtual appliance or will install, assist in connectivity, and activation of each SaaS subscription.
- C. At no cost to the JBE, Contractor's customer support team will provide video tutorials for the Software to technical staff, judicial officers and court staff.

- D. Contractor will provide support to the JBE for outage or partial outage for any of Contractor provided Licensed Software.

3. INSTALLATION, ADMINISTRATION AND COORDINATION

- A. Within 30 days of executing a Participation Addendum and throughout the term of the Participation Addendum, Contractor will provide to the JBE, the On-Premises virtual appliance or SaaS subscription, administration, coordination and all other reasonably necessary Contractor provided services to enable the JBEs to utilize the e-Signature solution included in the purchased Licensed Software.

END OF EXHIBIT 6

EXHIBIT 7

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END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

1. Fees.

A. Licensed Software fees; third-party software fees.

SignNow per User cost model is priced at **\$145/user/year** with minimums of 30 Users per order with unlimited documents per User. Per document cost model is **\$0.45 per document** with a minimum order of **10,000 documents**.

Cost Model

- | | |
|---|-----------------------|
| 1. SignNow Licensed Software via On-Premises Virtual Appliance – annual per User cost | <u>\$145.00</u> |
| 2. SignNow Licensed Software via On-Premises Virtual Appliance –API per doc cost | <u>\$0.45 per doc</u> |
| 3. SignNow Licensed Software via Cloud – annual (SaaS) per User cost | <u>\$145.00</u> |
| 4. SignNow Licensed Software via Cloud – (SaaS) API per doc cost | <u>\$0.45 per doc</u> |

These fees include setup, training, and customer support provided by the Contactor’s Customer Support team as described in Exhibit 10 of this agreement.

2. Payment Terms.

A. Invoice Procedures. Subject to the terms of this Agreement, the Participating Entities may order the Licensed Software by executing a Participating Addendum and if necessary, using a Purchase Order. After the JBE has executed and presented a purchase order form to Contractor, Contractor will send one original and two copies of an invoice for the Services and Work described in the order form to “Accounts Payable,” at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

The Participating Addendum and Purchase Order must be executed in advance of the provision of Licensed Software and Hosted Services. Invoices are to be submitted after execution of the Participating Addendum and Purchase Order and payable immediately. Additional billing invoices shall cover services not previously invoiced as applicable.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor’s standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique

invoice number, (iii) Contractor's name and address, and (iv) the nature of the invoiced charge, (v) the total invoiced amount. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information:

- a) purchase order or agreement number;
- b) service request date, if applicable;
- c) detailed description of service(s) (if applicable), including the following information:
 - i. location where service(s) were performed;
 - ii. description of service(s) performed;
- d) hours billed (if applicable);
- e) hourly billing rate (if applicable);
- f) approved reimbursable expenses (if applicable);
- g) list of materials used, with pricing (if applicable);
- h) date of service completion (if applicable);
- i) name and address of contractor;
- j) Contractor's federal taxpayer identification number.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice, (if applicable).

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that 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.

END OF EXHIBIT 8

EXHIBIT 9

CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES

All fees and prices in this Agreement are inclusive of expenses. Contractor will not be required to travel for Work hereunder and will not be reimbursed for any expenses.

END OF EXHIBIT 9

EXHIBIT 10

MAINTENANCE AND SUPPORT

I. SUPPORT

PDFfiller's SignNow Enterprise Support team is providing 1st Level Desk Support phone and email support during West Coast business hours 9AM to 5PM Monday through Friday, except Legal Holidays. Additional information on how to contact the team can be currently found here: <https://university.signnow.com/how-do-i-contact-support/>.

Our Enterprise support team evaluates and documents all reported issues and escalates them to the engineering team as needed. PDFfiller exercises commercially reasonable efforts to handle all escalated issues as soon as possible.

PDFfiller expects to widen SignNow Enterprise Support team's business hours to 24/7/365 prior to the end of 2018.

Additionally, a database of frequently asked questions is currently readily available at <https://university.signnow.com>.

II. SERVICE LEVELS

Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum (collectively, the "Hosted Services") shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet an availability of 99.9% in any calendar month, the JBE will be entitled to a service credit equal to five percent of the monthly Hosted Services fee for each 30 minutes of unavailability below 99.9% in that month. All daily service credits accrued during a month will be aggregated to produce a total credit due for that month. Contractor will provide a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participating Addendum for material breach.

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Agreement.

PDFfiller, Inc.
Service Level Addendum

This Service Level Addendum (“SLA”) describes the availability of Services purchased under the terms of the Terms of Service (the “TOS”) between PDFfiller, Inc. (“PDFfiller”) and paid subscriber of the Services (“Subscriber” or “JBE”). Unless otherwise provided herein, this SLA is subject to the terms of the TOS and capitalized terms will have the meaning specified in the TOS. PDFfiller may change the terms of the SLA in accordance with the TOS.

Service Commitment:

PDFfiller will maintain Monthly Uptime Percentage of 99.9% uptime (the “Service Commitment”). In the event that PDFfiller does not meet the Monthly Uptime Percentage in any calendar month then Subscriber will be eligible for the Service Level Credit (“SLC”) as specified below; provided that Subscriber’s account is in good standing with all invoices paid and up-to-date.

Definitions:

“Maintenance Period” means any period of time during which PDFfiller may conduct routine and non-emergency maintenance on the Services. PDFfiller will notify Subscriber beforehand of any Maintenance Period via PDFfiller’s support webpage and it will make commercially reasonable efforts to schedule any such Maintenance Period outside of standard business hours (8:00 am - 8:00 pm Eastern Standard Time, Monday through Friday).

“Monthly Uptime Percentage” is calculated by (i) the total hours in the calendar month less (ii) the total number of hours in which Subscriber experienced a “Service Interruption” (as defined below) in that month and then dividing the total thereof by (iii) the total hours in the calendar month. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any exclusions listed below.

“Service Interruption” means that the Services are inaccessible or the core functionality of the Services is no longer working for a majority of the users. Service Interruption time will start upon discovery of the Service Interruption by PDFfiller (either via monitoring tools or subscriber submitting issue via PDFfiller support webpage). The Service Interruption time will end once the Service becomes accessible or a reasonable workaround to issue is provided to the Subscriber.

Service Level Credits (“SLC”):

SLCs are calculated as a percentage of the total base subscription payments paid by you (excluding one-time payments and usage fees) for Services affected for the monthly billing cycle in which the Service Interruption first occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Level Credit
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

SLCs will be applied against future payments for Services due from you. PDFfiller may issue the SLC to your latest payment method of record with PDFfiller. PDFfiller will not credit SLCs less than one dollar (\$1 USD).

SLCs will not entitle you to any refund or other payments from PDFfiller. SLC may not be transferred or applied to any other subscriber account. Your sole and exclusive remedy for any unavailability, non-performance, or other failure by PDFfiller to provide Services is the receipt of the SLC (if eligible) in accordance with the terms of this SLA. SLC Request Procedures:

To receive a SLC, Subscriber must submit a claim either by sending an email to support@pdffiller.com, by visiting PDFfiller Support WebPage and submitting a message, or by communicating to the support team via live chat accessible on Support WebPage page. To be eligible, the credit request must be received by PDFfiller within thirty (30) days of the date of the Service Interruption and must include:

- the words "SLA Credit Request" in the subject line or pull down;
- the dates and times of each Service Interruption;
- details of the issue including nature of impairment and number of users experiencing issue; and
- any system logs supporting the Service Interruption.

If after review by PDFfiller, the occurrence of Service Interruption is confirmed and Subscriber's eligibility for a SLC is validated, then PDFfiller will issue the SLC to the Subscriber within one billing cycle following the month in which the request is confirmed. If Subscriber fails to submit and provide required information within timeframe above, then Subscriber will not be eligible for SLC.

Exclusions:

The Service Commitment does not apply to any unavailability, functional impairment, suspension or termination of Services: (i) that result from a suspension of Services as result of Subscriber's breach of TOS; (ii) caused by factors beyond PDFfiller's reasonable control (including, but not limited to, computer attacks or malicious acts, such as attacks on or through the Internet, or delays or outages caused by an Internet service provider, telecommunications or hosting facility); (iii) that result from any actions or inactions of any third party; (iv) that result from Subscriber's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within PDFfiller's direct control);(v) that result from any Maintenance Period, provided such Maintenance Periods does not exceed eight hours in any calendar month; or (vi) that result from any gross negligence of the JBE

END OF EXHIBIT 10

EXHIBIT 11

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END OF EXHIBIT 11

EXHIBIT 12

TRANSITION SERVICES

- 1. Termination Procedures.** Upon any termination of this Agreement, Contractor shall (i) provide all commercially reasonable and available information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable eSignature software program (the "Substitute Product") if requested by the JBE, and (ii) provide all commercially reasonable assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to three (3) months after the effective date of the termination (the "Transition Period"), and may include, upon the JBE's request, the following services: (i) take commercially reasonable action for a mutually agreeable fee to preserve and protect the property related to this Agreement in the possession of Contractor in which the JBE has an interest; (ii) continue performance of the services for a mutually agreeable fee, if commercially feasible and legally permissible, and (iii) take any other steps commercially reasonable and reasonably required by the JBE with respect to this Agreement.
- 2. Software Support.** Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive limited Maintenance and Support Services from Contractor for the Licensed Software, at mutually agreeable rates/fees, in order to accommodate removal of JBE's documents hosted with the Contractor, if any.
- 3. Transition Fees.** Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at mutually agreeable fees and rates.
- 4. Transition Personnel Requirements.** Contractor will make Contractor personnel available on a commercially reasonable basis and for mutually agreeable fees and rates, to assist in the transition from the Licensed Software to the Substitute Product, supported by the JBE or the JBE's designee.

END OF EXHIBIT 12

EXHIBIT 13

PARTICIPATING ADDENDUM

- (1) This Participating Addendum is made and entered into as of 06/06/2018 (“Participating Addendum Effective Date”) by and between the _____ [add *full name of the JBE*] (“JBE”) and PDFFiller (“Contractor”) pursuant to the Master Agreement # 1036256 [add *Master Agreement # - see cover page*] (“Master Agreement”) dated June 6th, 2018 [add *Effective Date of the Master Agreement*] between the _____ [add *name of the JBE that established the Master Agreement*] (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may, at its option, order Contractor’s Work by attaching and incorporating a purchase order. Except as provided in the purchase order, the Statement of Work will be the Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

- (6) The term of this Participating Addendum shall be from the Effective Date until: **January 31, 2021 (unless extended to January 31, 2025 using the option to extend.)**
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.
- (8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
Boris Shakhnovich, CEO 1371 Beacon Street, Suite 301 Brookline, MA 02445	[name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party 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) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Invoices shall be sent to the following address and recipient:

- (9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

[CONTRACTOR]

By: _____

By: BMS

Name:

Name: Boris Shakhnovich

Title:

Title: CEO

EXHIBIT 14

**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 **Judicial Council of California** for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the **Judicial Council of California** 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.

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