

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO



Application to Provide Third Party Electronic Filing Services for Civil Case Types

- A. Introduction:** The Superior Court of California County of San Francisco is accepting applications from Third Party Filers to provide litigants or attorneys the ability to file and conduct Court business for Civil case types electronically (subsequent filings). The Court intends to approve three (3) qualified Applicants.
- B. Qualification Criteria:** Applicants must be able to answer yes to all questions in Section E of the application in order to be considered qualified by the Court. Any Applicant who answers no to any questions in Section E will automatically be disqualified.
- C. Approval Process:** The Court will review each application to determine if the Applicant is qualified. If more than three Applicants are found qualified, the Court will hold a lottery in which all qualified Applicants will have the chance to secure one of the three open Third Party Filer spots. Each qualified Applicant will have their vendor name written on a piece of paper and the paper will be placed into a box. Two employees of the Court will monitor the lottery with one employee selecting one piece of paper out of the box, while the second employee reads the name and records the Applicant's spot. Applicants who are not selected for spots 1, 2, and 3 will be placed on a waitlist in the order their name was selected during the lottery. Approved Applicants will be provided access to an e-filing portal where they may file documents on behalf of their clients.
- D. TimeLine:** **REVISED 10/14/14**

No.	EVENTS	Key Dates
1	Applicant questions	October 9, 2014; 3:00 PM send to tquadros@sftc.org
2.	Responses to Applicant questions posted by	October 16, 2014 October 14, 2014, Posted at http://sfsuperiorcourt.org
3.	Applications due	October 17, 2014 October 16, 2014; 3:00 PM, send to tquadros@sftc.org
4.	Applications reviewed	October 17 20, 2014
5.	Selection of Applicants; posting of Applicant list; and notification of selected Applicants	October 21, 2014
6.	Selected Applicants must sign the User Agreements	October 22-24, 2014

E. Questions

#	Questions	Yes	No
1.	The Applicant will be able to provide services to Court Users by December 3, 2014.		
2.	The Applicant is in good financial standing and has not filed bankruptcy in the past five (5) years.		
3.	The Applicant has at least five (5) years experience providing professional legal services, which may include attorney services or legal support services.		
4.	The Applicant will accept credit cards on-line for payment of Court filing fees and e-Filing services.		
5.	The Applicant will accept fee waivers.		
6.	The Applicant is not currently under suspension or debarment with any state or federal government agency and will remain in good standing.		
7.	The Applicant is not tax delinquent with the State of California or Federal Government and will remain in good standing.		
8.	The Applicant has all required licenses and permits to operate in the State of California, County of San Francisco.		
9.	The Applicant will attend e-filing training by the e-filing portal vendor and follow technical procedures and rules of procedures in support of its clients.		
10.	The Applicant will fund court fees and e-filing fees advanced to the e-filing portal vendor on behalf of its clients. (<i>Fees will be auto-drafted for vendor's prior day's transactions.</i>)		
11.	The Applicant is not under contract with any Court to provide e-Filing services.		
12.	The Applicant will provide customer support to its clients.		
13.	The Applicant will accept and adhere to all e-filing portal vendors' User Agreements (Exhibit 1 & 2).		
14.	The Applicant will provide all its e-filing customers with a Supplemental User Agreement and require each customer to sign the Agreement.		
15.	The Applicant asserts that award of one of the three Third Party Filer spots will not unduly burden the vendor's resources to perform services under the User Agreement (Exhibit 1 & 2).		

F. Summary of Services: Using no more than two pages, the Applicant will provide a statement of their qualifications and describe their program framework. Specifically, the Applicant will describe the services they will be provided to Court Users, their qualifications to provide the services, and their ability to meet the December 3, 2014 service delivery start date.

G. Application Packet: Each interested Applicant will submit their completed application to Terry Quadros at tquadros@sftc.org by **3:00 PM on October 17 16, 2014.**

H. Certification of Application: I declare under penalty of perjury that the foregoing information within this application is true and correct. I understand that any false, incomplete, or incorrect statement, regardless of when it is discovered, may result in my disqualification from being an approved EFSP for the Superior Court of California, County of San Francisco.

Print Applicant Name and Title

Applicant's Signature

Date

Exhibit 1

FILE & SERVEEXPRESS ELECTRONIC FILING SERVICE PROVIDER AGREEMENT

This Agreement ("Agreement") is made and entered into as of _____, 2014 (the "Effective Date") by and between File & ServeXpress, LLC, a Texas limited liability company ("FSX"), and _____ (the "EFSP").

WHEREAS, FSX offers an eFiling portal through which EFSP's can electronically file documents with the Court and electronically serve documents on parties; and

WHEREAS, EFSP has been approved by the Court to provide e-filing and e-service services;

NOW, THEREFORE, FSX and the EFSP agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

"Authorized User" means any EFSP employee acting on behalf of the EFSP and within the scope of the EFSP's business who has agreed to be bound by the terms and conditions of this Agreement and the FSX standard user agreement on FSX's Web Site, and has been authorized in writing by the EFSP to access, use and otherwise deal with the File & ServeXpress System pursuant to the license under Section 4.1.

"Court" means the San Francisco Superior Court and its staff.

"Court Documents" means pleadings and other legal documents filed with the Court through the File & ServeXpress System.

"EFSP User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the File & ServeXpress System.

"Electronic Filing portal or eFiling portal" means a system that enables Electronic Filing Service Providers to electronically file civil action data and documents and electronically serve parties in the case in accordance with the Court's rules and technical requirements.

"Electronic Filing Service Provider (EFSP)" means a business entity approved by the Court to submit civil case documents electronically for its clients via the FSX eFiling portal.

"Embedded Third Party Software" means any software acquired or licensed by FSX from a third party that is utilized as part of the File & ServeXpress System.

"Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by FSX for users which are situated similarly to the EFSP.

"File & ServeXpress Services" means only the services available to the EFSP and any Authorized User through the File & ServeXpress System for electronic filing and service (and all Enhancements thereto), as the same may be amended from time to time.

"File & ServeXpress System" means the FSX Web Site, User Documentation, Embedded Third Party Software, FSX Technology, software, services and other items made available to the EFSP therein, including, without limitation, the File & ServeXpress Services.

"Filing Fees" means statutory filing and other Court fees associated with the filing of Court Documents with the Court.

"FSX Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, used by FSX in connection with the performance of the Services or made available by FSX to the EFSP, any Authorized User or any third party through the File & ServeXpress System.

“FSX Web Site” means the FSX Web site (and all Enhancements thereto) located at <http://fileandservexpress.com>, together with such other Web sites maintained by FSX and its affiliates as designated by FSX from time to time, including Web sites which replace <http://fileandservexpress.com> or such other Web sites.

“Original Documents” means the official version of pleadings and other legal documents filed with the Court through the File & ServeXpress System, and which are maintained by the Court.

“Proprietary Rights” means any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

“Supplemental User Agreement” means the document by which an EFSP’s attorney client authorizes the EFSP to act on its behalf using the File & ServeXpress System.

“System Requirements” means the minimum system and other requirements required for access to and use of the File & ServeXpress System specified in the System Requirements set forth on FSX’s Web Site, as the same may be amended from time to time by FSX in its sole discretion.

“Term” means the initial term and any renewal terms as described in Section 7.1.

“Unauthorized Use” means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving the File & ServeXpress System or Court Documents that is unlawful or otherwise is not expressly authorized under this Agreement or in writing by FSX.

“User Documentation” means the user manuals, online documentation and other materials relating to the File & ServeXpress System provided to the EFSP and any Authorized User by FSX.

Section 2. Services and Implementation

2.1 FSX Duties.

2.1.1 Services. FSX will perform for the EFSP such Services as may be reasonably necessary to carry out actions to: (a) enable registered users to electronically file with the Court under the File & ServeXpress System; (b) configure the File & ServeXpress Services for the EFSP using court profile settings; (c) enable the EFSP’s staff to access the File & ServeXpress Services; (d) maintain data and documents related to transactions using the File & ServeXpress System; and (e) use commercially reasonable efforts to maintain and display the Court’s assessment of Filing Fees to users of the File & ServeXpress System.

2.2 EFSP Duties.

2.2.1 The EFSP: (a) shall submit all of its Authorized Users to training on the File & ServeXpress System; (b) shall provide File & ServeXpress with a fully executed Supplemental User Agreement for each attorney on whose behalf it files; (c) shall limit its use of the File & ServeXpress System to those cases for which its clients have requested service; (d) shall make all reasonable efforts to ensure that its electronic transmissions do not contain viruses or other content that might be harmful to the File & ServeXpress System; and (e) acknowledges that it does not currently have and is not currently building its own technology to e-File directly with the Court. EFSP agrees it will provide written notification to FSX to terminate this Agreement immediately if EFSP plans to build its own technology or acquire technology to e-File directly with the Court. The parties agree that if there is a breach of this provision the damages resulting from that breach would be difficult to ascertain. The parties further agree that if EFSP breaches this provision by continuing to utilize the File & ServeXpress System after it has commenced plans to build its own technology or acquire technology to e-File directly with the Court, EFSP shall pay as **liquidated damages** the fee of fifty dollars (\$50.00) for each e-Filing EFSP submits through FSX once it has commenced to build its own technology or contacted another entity regarding acquiring such technology. The parties agree that this fee is reasonable for a breach of this provision.

Section 3. Support and Training

3.1 Help Desk. FSX will provide telephone support to the EFSP and Authorized Users relating to the use and operation of the File & ServeXpress System (other than problems with hardware, Internet or online access,

or operating system software or other third party software) as set forth on the FSX Web Site. While FSX will use reasonable commercial efforts to respond to inquiries from the EFSP and Authorized Users, FSX assumes no responsibility to resolve any problem or defect in the File & ServeXpress System, except as expressly provided herein.

3.2 Training. FSX will provide a commercially reasonable level of training to the EFSP and Authorized Users concerning the use and operation of the File & ServeXpress System.

Section 4. License

4.1 FSX License to EFSP. Subject to the restrictions and limitations set forth in Sections 5.1 and 5.2, other provisions of this Agreement and the FSX standard user agreement on FSX's Web Site, FSX hereby grants to the EFSP a nonexclusive, nontransferable license to do the following during the Term: (a) enable any Authorized User to electronically file documents to the Court through the e-Filing portal; (b) enable any Authorized User to electronically serve parties through the e-Filing portal; and (c) enable any Authorized User to use the Optional Services provided by FSX in Exhibit A. The EFSP and Authorized Users may only use the above listed services on the File & ServeXpress System. FSX will monitor the EFSP's use of the File & ServeXpress System. A breach of this Section is cause for immediate termination of this agreement.

Section 5. General Restrictions and Limitations

5.1 Access to the File & ServeXpress System. Section 4.1 sets forth the entirety of the EFSP's right to access, use and otherwise deal with the File & ServeXpress System. Without limiting the generality of the foregoing, the license granted in Section 4.1 does not include the right to, and the EFSP will not directly or indirectly, (a) enable any person or entity other than an Authorized User to access and use the Court cases in which the EFSP is filing and/or serving; (b) enable any person or entity other than an Authorized User to receive, copy, store, search, upload, distribute and make available the Court cases in which the EFSP is filing and/or serving; (c) modify or create any derivative work based upon the File & ServeXpress System; (d) grant any sublicense or other rights in or to the File & ServeXpress System; (e) reverse engineer, disassemble or decompile all or any portion of the File & ServeXpress System or attempt to discover or recreate the source code to any software that is part of the File & ServeXpress System; (f) remove, obscure or alter any Proprietary Rights notice related to the File & ServeXpress System; or (g) engage in or permit its employees or agents to engage in any Unauthorized Use.

5.2 Embedded Third Party Software Restrictions and Limitations. The license granted under Section 4.1 above as it relates to any Embedded Third Party Software is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Embedded Third Party Software.

5.3 Equipment, Services and Facilities. The EFSP is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to access and use the File & ServeXpress System, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access. Without limiting the foregoing, the EFSP will provide and maintain a proper environment for uninterrupted access to and use of the File & ServeXpress System and will provide all equipment, services and facilities described in the System Requirements. The EFSP also is solely responsible for providing all consumable supplies necessary to enable use of the File & ServeXpress Services by the EFSP and any Authorized User.

5.4 Passwords. Each Authorized User will be issued or otherwise assigned an EFSP User Identification to access and use the File & ServeXpress System. The EFSP is solely responsible for ensuring the security and maintaining the confidentiality of all EFSP User Identifications. The EFSP acknowledges that any action taken under an EFSP User Identification will be deemed to have been performed by the EFSP. The EFSP will immediately notify FSX of any Unauthorized Use of any EFSP User Identification or any other breach of security known to it. In the event of any Unauthorized Use or breach of security, the EFSP will take all actions reasonably requested by FSX to terminate such Unauthorized Use or breach of security. Use of any EFSP User Identification other than as provided in this Agreement will be considered a breach of this Agreement by the EFSP. When any EFSP Authorized User leaves the employment of the EFSP or no longer needs access, the EFSP is responsible for notifying FSX using the remove user functionality on the File & ServeXpress Services.

5.5 Modifications. FSX may alter or modify the File & ServeXpress System from time to time including portions thereof without notice. Such alterations and modifications, or both, may include, without limitation, addition or withdrawal of features, data, information, products, services, software or change in instructions. FSX will provide the EFSP with reasonable advance notice of any substantial modification to the e-File portal for the File & ServeXpress System.

Section 6. Fees

6.1 Access Fees. FSX will make the File & ServeXpress Services available to the EFSP and Authorized Users. The charge for such access shall be the usage fees and optional service fees set forth in Exhibit A in addition to any Court Filing Fees.

6.2 Filing and Other Court Fees. FSX will, on behalf of the EFSP, advance all statutory Filing Fees and other Court imposed fees for documents filed pursuant to this Agreement. The EFSP is responsible for payment of all applicable Filing Fees, Court fees and FSX usage fees associated with the filing, service and delivery of its documents including optional services such as U.S. mail, courier and fax delivery. The EFSP is responsible for seeking reimbursement for those charges directly from its clients. EFSP agrees to pay File & ServeXpress for all activity through next day auto-draft. In the event a bank account is changed or closed, EFSP will provide File & ServeXpress a new auto-draft agreement within 3 business days. EFSP acknowledges the right of File & ServeXpress to immediately disable its account and suspend the ability to e-File if auto-draft funds are not available.

6.3 Refund of Statutory Filing Fees. If a user of the File & ServeXpress System believes he or she is due a refund of statutory Filing Fees, in accordance with current Court policy that user must contact the Court directly, using the Court's own forms, to request a refund.

6.4 Refund of e-File, e-Service and Optional Fees. If a user of the File & ServeXpress System incurs e-File, e-Service, or Optional Service Fees, those fees are non-refundable, even if a filing is rejected or those fees were incurred inadvertently.

Section 7. Term and Termination

7.1 Term. The term of the license granted under Section 4.1 will commence as of the Effective Date and will continue, unless otherwise terminated in accordance with Section 7.2, for an initial term of one year. Thereafter, this Agreement shall automatically renew for successive additional one-year terms unless either party gives the other notice of termination at least six months prior to the expiration of the then current term.

7.2 Termination. Except as stated in Sections 2.2.1 and 4.1, if either party commits a material breach or is in material default under this Agreement, then the other party may give such party written notice of the breach or default. If the breaching or defaulting party fails to cure the breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate without any further notice or action by the terminating party.

7.3. Effect of Termination. Upon termination of the Term, the license granted under Section 4.1 of this Agreement will terminate and the EFSP will immediately discontinue use of the File & ServeXpress System. Sections 7, 8, 9, 10, 11, 12 and 13, together with all other provisions that may reasonably be interpreted as surviving termination, will survive any termination of the Term.

Section 8. Proprietary Rights

8.1 FSX Proprietary Rights. The File & ServeXpress System, File & ServeXpress Services, FSX Technology and FSX Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of FSX. No title to or ownership of the File & ServeXpress System, File & ServeXpress Services, FSX Technology or FSX Web Site, or any Proprietary Rights associated therewith is transferred to the EFSP or any third party under this Agreement.

8.2 Protection of Proprietary Rights. The EFSP will not infringe or violate, and will take appropriate steps and precautions for the protection of, FSX's Proprietary Rights. Without limiting the generality of the foregoing, the EFSP will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the File & ServeXpress System, File & ServeXpress Services or FSX Technology available to any third party without the prior written consent of FSX; and (c) otherwise use its best efforts to prevent any Unauthorized Use.

Section 9. Limited Warranty and Remedies

9.1 Information and Court Documents. The EFSP acknowledges that FSX does not edit, and cannot verify, the completeness, propriety or accuracy of any information available through the File & ServeXpress System. FSX has no control over the contents of any Court Document filed with the Court through the File & ServeXpress System and will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Court Document. WITHOUT LIMITING THE FOREGOING, THE EFSP FURTHER ACKNOWLEDGES THAT FSX MAKES NO REPRESENTATION OR

WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY COURT DOCUMENTS FILED WITH THE COURT THROUGH THE FILE & SERVEEXPRESS SYSTEM.

9.2 Performance Warranty. FSX warrants to the EFSP that the File & ServeXpress System will, when properly operated, be capable of performing the functions described in the User Documentation. If the File & ServeXpress System fails to comply with the warranty set forth in this Section, FSX will, at its expense, use commercially reasonable efforts to supply patches, workarounds or other corrections.

9.3 Exclusions. FSX's warranties do not apply to any (a) use not in accordance with this Agreement or the User Documentation; (b) modification, damage, misuse or other action of the EFSP or any third party; or (c) use of the File & ServeXpress System in combination with any other goods, services or items not provided by FSX.

9.4 DISCLAIMER. THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF FSX AND REMEDIES OF THE EFSP, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, MISDELIVERY, INFRINGEMENT OR NONCOMPLIANCE IN THE FILE & SERVEEXPRESS SYSTEM, FILE & SERVEEXPRESS SERVICES OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF FSX UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

9.5 Embedded Third Party Software. Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of FSX and the EFSP's remedies with respect to any Embedded Third Party Software will be limited to whatever recourse may be available against the third party provider of such Embedded Third Party Software and are subject to such additional restrictions and other limitations as may be displayed in or referenced by such Embedded Third Party Software.

9.6 Remedies. As its sole remedy, if FSX substantially fails to satisfy or perform its duties and obligations in this Agreement, the EFSP may exercise the following remedial actions. Substantial failure to satisfy or perform its duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, or inaction by FSX relating to a material duty or obligation of FSX under this Agreement.

- A. Suspend FSX's performance pending necessary corrective action as specified by the EFSP; and/or
- B. Terminate this Agreement subject to, and in accordance with, the requirements of Section 7.2.

Section 10. Limitations of Liability

10.1 Specific Events. The following is a non-exclusive list of events and occurrences for which FSX disclaims any and all liability for any losses or damages incurred by any party as a result thereof:

- i) Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within FSX's exclusive control;
- ii) Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including but not limited to any FSX supplied telephone or electronic transmission lines in use) that results in the inability to reach FSX for the purpose of document transmission or receipt;
- iii) Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or willful misconduct of FSX or its employees or agents;
- iv) Any alteration or destruction of material transmitted through the File & ServeXpress Services;

- v) Alteration or destruction of information on the EFSP's computer service or elsewhere resulting from the transmission of computer "viruses," other damaging or destructive software or software components, or acts of computer hackers;
- vi) The speed, access, security, or delivery of documents via the Internet;
- vii) Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and
- viii) Any actions of any third party who is not an employee or agent of FSX.

10.2 No Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Limitation of Liability. THE LIABILITY OF FSX TO THE EFSP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EFSP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE AMOUNT OF E-FILING FEES FSX HAS RECEIVED FROM THE COURT FILINGS BY THE EFSP IN THE PRIOR ONE YEAR PERIOD.

10.4 Time Limitation on Asserting Claims. No claim, regardless of form, which in any way arises out of or relates to this Agreement, the File & ServeXpress System, or the use of, or inability to use the File & ServeXpress Services or access the Court Documents, may be made, nor action based upon such claim brought, by any party more than one year after the basis for asserting the claim is discovered or should have been discovered by the party desiring to assert it.

Section 11. Arbitration

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, will be settled by arbitration that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision will be binding on the parties. The arbitrator will be a person from the locality of Dallas, Texas, and the arbitration hearing will be held in the Dallas, Texas, metropolitan area. The cost of arbitration will be borne equally by the parties unless the arbitrator makes a final determination, which determination will be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to the arbitration, in which event the nonprevailing party will bear all costs related to the arbitration, including the prevailing parties reasonable attorney fees. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

Section 12. Confidentiality.

12.1 FSX and the EFSP agree that they will not, during the term of this Agreement and for two years thereafter with respect to all Confidential Information (as hereinafter defined), disclose, nor permit any of their employees or agents to disclose, to any other person or entity any Confidential Information received from the other.

12.2 The term "Confidential Information" means (a) proprietary or trade secret information which is clearly labeled or designated as confidential by the disclosing party, (b) information regarding technical specifications (except for minimum hardware and software requirements which will be required of Authorized Users) utilized by FSX to implement and maintain the File & ServeXpress System, (c) the names and addresses of the FSX vendors, contacts and customers, and (d) any financial, revenue, usage or transaction information provided to the EFSP by FSX in connection with this Agreement or the services provided by FSX under this Agreement.

12.3 Confidential Information does not include any information which (a) is already known to the receiving party, (b) is or becomes publicly available, other than by unauthorized disclosure by a party, (c) is lawfully disclosed to the receiving party free of any obligation of confidentiality, or (d) is required to be disclosed by the receiving party pursuant to applicable law.

Section 13. Miscellaneous

13.1 Modifications. This Agreement may be changed by FSX from time to time upon thirty (30) days advance notice (the "Notice of Change") to the EFSP. Upon receipt of any Notice of Change, if the EFSP does not agree to such change, the EFSP's sole remedy shall be to terminate the Agreement upon thirty (30) days advance notice (the "Termination Notice") served upon FSX within thirty (30) days of the EFSP's receipt of the Notice of Change. Upon receipt of any Termination Notice pursuant to the terms of this Section 13.1, FSX shall be permitted to revoke the subject Notice of Change by serving a Revocation Notice upon the EFSP within thirty (30) days of the date of its receipt of the Termination Notice, whereupon both the Notice of Change and the Termination Notice shall be of no force and effect.

13.2 Assignment. This Agreement, and the license granted hereunder, may not be assigned by the EFSP to any third party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

13.3 Nonwaiver. No waiver of any of the terms and conditions of this Agreement will be effective unless set forth in a writing signed by both parties. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

13.4 Notices. Any notice required or permitted to be given under this Agreement will be deemed properly made if given in writing and delivered in person, sent via facsimile or overnight courier, or mailed, properly addressed and stamped with the required postage, as follows:

If to FSX:

File & ServeXpress, LLC
Attn: General Counsel
105 Decker Court, Suite 1100
Irving, TX 75062

or by telecopy to the above address at fax number 972-215-5099 with a confirmation copy sent by U.S. Mail to FSX as specified above; with a copy to:
File & ServeXpress, LLC
Attention: Chief Executive Officer
105 Decker Court, Suite 1100
Irving, TX 75062
FAX: 972-215-5099

If to the EFSP:

Attention:
or by telecopy to the above address at fax number ____ - ____ - ____ with a confirmation copy sent by U.S. Mail to the EFSP as specified above.

Either party may from time to time change its address or fax number for notices and other communications under this Agreement by giving the other party written notice of the change in accordance with this Section. All notices shall be effective upon receipt by the party to which the notice is directed.

13.5 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

13.6 Independent Contractors. The parties are independent contractors. This Agreement will not be interpreted or construed to create or evidence any agency, partnership or similar relationship between the parties or to impose any agency, partnership or similar obligation or liability upon either party.

13.7 Force Majeure. Neither party shall be liable to the other party for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of any failure or delay in performance caused by force majeure. For purposes of this Agreement, the term "force majeure" shall include strike, lockout, earthquake, hurricane, flood, fire or other acts of God, nature, war, rebellion, civil disorders, laws, regulations,

acts of civil or military authorities, unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. The party affected by an event constituting "force majeure" shall use all reasonable efforts to minimize the consequences of the same.

13.8 Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its choice of law principles to the contrary.

13.9 Entire Agreement. This Agreement sets forth the entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior agreements, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EFSP:	FSX:
[Name of EFSP]	File & ServeXpress, LLC
Sign: _____	Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____

File & ServeXpress	
PRICING SHEET	
CALIFORNIA - SUPERIOR COURT OF SAN FRANCISCO (General Civil)	
Unless noted specifically below, all fees are subject to current list prices as reflected in the E-file Pricing and Optional Services pricing sheet posted online under the File & ServeXpress Resource Center.	
FILING DOCUMENTS WITH THE COURT	
Filing into a single case	\$7.00 per transaction
SERVICE TO CASE PARTIES	
Online delivery*	\$8.00 per transaction <i>See Optional Services pricing sheet for offline service fees and other pricing.</i>
DELIVERY OF DOCUMENTS TO ADDITIONAL RECIPIENTS	
Online delivery*	No charge when combined with online service—otherwise: \$8.00 per transaction—unlimited number of online recipients
Email delivery**	No charge when combined with online service—otherwise: \$8.00 per transaction—unlimited number of email recipients

*To File & ServeXpress Advanced users

**To File & ServeXpress non-subscribers

File & ServeXpress: OPTIONAL SERVICES PRICE SHEET

OFFLINE SERVICE DELIVERY METHODS

U.S. Mail delivery to case parties (via 1st Class mail)	\$6.00 per transaction—plus \$0.30 per page, per firm and applicable postage and delivery fees (see table below).
Fax service delivery	\$6.00 per transaction—plus \$0.50 per page, per firm
U.S. Mail Cancellation Fee	2% of total fee, minimum \$250, plus costs for any U.S. Mail deliveries that cannot be stopped in time

POSTAGE AND DELIVERY

Number of pages:	Fee:
1-4	\$3.92
5-10	\$4.85
11-17	\$5.57
18-19	\$6.37
20-25	\$7.13
26-31	\$7.90
32-37	\$8.66
38-43	\$9.43
44-49	\$10.19
50-54	\$10.96
55-60	\$11.72
61-66	\$12.49
67-72	\$13.25
73-89	\$21.71
90-183	\$36.16
184-276	\$50.29
277-369	\$62.21
370-463	\$73.28

OPTIONAL DOCUMENT DELIVERY TO ADDITIONAL RECIPIENTS

Online delivery	No charge when combined with online service; otherwise fee is equal to the Online Service fee, refer to specific court or project price list for Online Service fees
Email delivery	No charge when combined with online service; otherwise fee is equal to the Online Service fee, refer to specific court or project price list for Online Service fees
Fax delivery	\$6.00 per transaction—plus \$0.50 per page, per firm
Via Courier to a Court (where available)	\$25.00 per transaction +\$.10 per page
Courtesy Copy to a court via 1 st class U.S. Mail	\$6.00 per transaction—plus \$0.30 per page and applicable postage and delivery fees

See Optional Services pricing sheet below for additional pricing information for optional services
 Prices do not include court fees, and are subject to change.

Prices Subject to Change

Effective Date: 9/25/2014

Exhibit 2

SUPPLEMENTAL USER AGREEMENT

EFSP name
address

This Supplemental User Agreement ("Agreement") is the mutual understanding of File & ServeXpress, LLC and _____ ("EFSP") and the undersigned attorney(s) ("Subscriber") regarding the authorization of EFSP personnel to file documents through the File & ServeXpress system in connection with the San Francisco Superior Court (the "Court") as an E-Filing Service Provider utilizing the File & ServeXpress system on behalf of the Subscriber.

By signing this Agreement, Subscriber and EFSP agree to be bound by the terms and conditions of the File & ServeXpress, LLC Agreement located at <https://secure.fileandservexpress.com/agreement.htm>.

This Agreement may be executed by EFSP or Subscriber in several counterparts, which together constitute one final agreement as if signed by all parties and each counterpart shall be deemed to be an original. This Agreement may be terminated immediately by any party including File & ServeXpress, through written notification to all parties. File & ServeXpress reserves the right to update the terms and conditions of the File & ServeXpress, LLC agreement through written notification to all parties.

If you are in agreement with the terms of this Agreement, please indicate your acceptance by signing below. E-mail a scanned version of the signed document to dataintegrity@fileandservexpress.com and retain the signed original on file at the address of the EFSP.

EFSP

Name: _____ Title: _____

Date: _____

Attorney Name Printed

Attorney Printed Name

Attorney Signature

Attorney Signature

Date of Signature

Date of Signature