

CRIMINAL CASE ELECTRONIC FILING SERVICE AND SOFTWARE AGREEMENT

by and between

**COBB COUNTY, GEORGIA, ON BEHALF OF THE
CLERK OF THE STATE COURT OF COBB COUNTY**

and

GREENCOURT LEGAL TECHNOLOGIES, LLC

CRIMINAL CASE ELECTRONIC FILING AGREEMENT

This Criminal Case Electronic Filing Service and Software Agreement (“Agreement”) made and entered into as of the last date set forth on the signature page below (the “Effective Date”) is by and between the Cobb County, Georgia, a political subdivision of the state of Georgia (the “County”) on behalf of the Clerk of the State Court of Cobb County (the “Clerk”), with an address for purposes of this Agreement at 12 East Park Square, Marietta, GA 30090 and GreenCourt Legal Technologies, LLC (“GreenCourt”), a Georgia Limited Liability Company with its principal office at 201 Newnan Street, Carrollton, GA 30117 (each a “Party” and collectively “Parties”).

RECITALS

WHEREAS, GreenCourt produces and maintains PeachCourt, a software platform with related services that enables electronic filing and retrieval of court documents in civil and criminal cases and the electronic exchange of judicial data between criminal justice agencies; and

WHEREAS, Clerk has implemented PeachCourt system for civil case electronic filing; and

WHEREAS, Clerk implemented PeachCourt system for criminal case electronic filing through GreenCourt; and

WHEREAS, the Clerk desires to utilize the services of GreenCourt for criminal case electronic filing by entering into this Agreement.

NOW WHEREFORE, in consideration of the mutual promises, undertakings, and covenants herein, the mutual benefits to be derived herefrom, and from other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

The following Attachments to this Agreement are hereby incorporated by reference herein:

- ATTACHMENT A: STATEMENT OF WORK**
- ATTACHMENT B: SCHEDULE OF COSTS AND FEES**
- ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVIT**
- ATTACHMENT D: CONTRACTOR AFFIDAVIT AND AGREEMENT**
- ATTACHMENT E: IMMIGRATION COMPLIANCE CERTIFICATION**
- ATTACHMENT F: SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**
- ATTACHMENT G: SUBCONTRACTOR IMMIGRATION COMPLIANCE CERTIFICATION**

1. DEFINITIONS

In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the meaning set forth below.

1.1. “Applicable Law” means, individually and collectively, each international, federal, regional, state and local law, rule, ordinance, guidance, regulation, legal requirement, and order of any judicial authority or governmental agency applicable in any way to this Agreement or the subject matter hereof or to either Party. Without limiting the foregoing, “Applicable Law” specifically includes all applicable rules, procedures, and regulations adopted from time to time by the Customers and all other applicable federal, state and local laws, rules, regulations, ordinances, or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.) and all other labor, employment and anti-discrimination laws, and all provisions required thereby to be included herein.

1.2. “Case(s)” means, for purposes of this Agreement, individually and collectively, each criminal court case initiated in or pending in the Clerk’s Court, including the various iterations of a case (e.g., Warrant, Accused, Indicted, Probation, etc.)

1.3. “Case Party(ies)” means, individually and collectively, each named Party to a Case (whether such Party is appearing pro se or is represented by counsel) along with each representative and agent of each of the foregoing acting in such capacity.

1.4. “Clerk” and “Clerk’s Office” means the office of the Clerk of the State Court of Cobb County and the employees thereof.

1.5 “Court Data” means, individually and collectively, all data kept and maintained by Clerk in the normal course of business including, but not limited to the following: case management data and databases; Court Documents, Court Document Images, Court Document Data Streams, and electronic images of documents filed or scanned into electronic format and any and all metadata, reports, and other information related to such documents or their images; internal and administrative records of the Clerk’s Court; and any and all electronically stored information, data, data streams, or court document images kept and maintained by Clerk in furtherance of Clerk’s statutory duties as the keeper of the official record of Cases.

1.6. “Court Document” means any document filed or to be filed with Clerk, including but not limited to the following: arrest orders, warrants, commitment orders, bond orders, pleadings, pleas, motions, applications, requests, exhibits, briefs, memorandum of law, notices, papers, orders, or other instruments in paper or electronic form.

1.7. “Court Document Data Stream” means a representation of a Court Document in binary data form from which a Court Document Image may be created or displayed.

1.8. “Court Document Image” means an electronic image of any Court Document, including an image of the Court Document recreated from a Court Document Data Stream and presented on a computer display or printed on paper.

1.9. “Court User(s)” means, individually and collectively, each judicial officer, Clerk, court staff, or other employee or contractor of Clerk’s Court or Clerk’s Office using PeachCourt within the scope of his or her job responsibilities and duties as such a judicial officer, Clerk, court staff, or employee or contractor.

1.10. “Criminal Court Document Image” means an electronic image of a Court Document in a Criminal Case, including an image of the Court Document recreated from a Court Document Data Stream and

presented on a computer display or printed on paper.

1.11. “Criminal eFile Service” or “PeachCourt” shall mean the software platform provided by GreenCourt that provides an online portal for Government Users and Private Users to electronically file into criminal cases and access criminal dockets and documents.

1.12 “Customer” shall mean the parties to a case filed, dismissed, adjudicated and/or pending in the Cobb County State Court and their legal representatives who are users of the Criminal eFile Service or PeachCourt, also known as “Case Parties” or “Private User.”

1.13. “eDocument Transaction” means the viewing of a Court Document Image by a Registered User via the eDocument Service.

1.14. “eFiling Transaction” means the filing of one or more documents in a given Case by a Case Party at the same time via PeachCourt and, for purposes of certainty, all documents filed in such Case by such Case Party at the same time shall, in the aggregate, constitute one and the same eFiling Transaction.

1.15. “End User(s)” means, individually and collectively, the County, the Clerk, and each Customer, Government User, and/or Private User.

1.16. “eService Transaction” means the electronic delivery of one or more documents in a given Case by a Case Party on another Case Party in connection with an eFiling Transaction and, for purposes of certainty, all Case Parties served in such Case by such Case Party in the same eFiling Transaction shall, in the aggregate, constitute one and the same eService Transaction.

1.17. “Intellectual Property Right(s)” means, individually and collectively, any and all rights worldwide, whether under patent, copyright, trade secret, confidential information, or other proprietary right.

1.18. “Judge User(s)” means, individually and collectively, the Judges presiding over Clerk’s Court and their staff.

1.19. “License Fee” means the financial compensation to be paid to GreenCourt by Clerk for the use of PeachCourt in accordance with the payment schedule in Attachment B.

1.20. “Court Portal” means the Judge User section of PeachCourt that provides Judge Users with online access to civil and criminal case dockets and documents, and allows Judge Users to electronically file into civil or criminal cases in Clerk’s Court.

1.21. “Private User(s)” means, individually and collectively, any Registered User who is not employed by or acting on behalf of a State, County, or Municipal government agency.

1.22. “Public Access Terminal (PAT)” means one or more computers provided by the Clerk’s Office for use by attorneys or the general public specific to electronic filing, electronic service, and electronic access to court records during Clerk’s Office’s normal hours of operation.

1.23. “Government User(s)” means, individually and collectively, any Registered User who is employed by a Federal, State, County, or Municipal agency and who by law, rule, or court order and is typically not required to pay Filing Fees, including without limitation all Court Users.

1.24. “Registered User(s)” means, individually and collectively, persons or entities who have applied and been approved and registered for use of the eFile and document access services as PeachCourt users, and

agreed to be bound to the PeachCourt Terms & Conditions governing electronic filings and/or electronic access to court records.

1.25. “Software” means computer application code and related elements enabling generally all functionality related to PeachCourt software and systems, including, but not limited to third party software installed by GreenCourt, and such other functionality as the Parties may agree to from time to time in writing, along with any and all updates, enhancements, improvements, additions, modifications, adaptations, or derivative works to or of such software or any portion thereof.

1.26. “Statement(s) of Work (SOW)” means **Attachment A** to this Agreement, and any modifications thereto agreed upon by the Parties in writing.

1.27. “Support Services Fee” means the monthly fee to be paid to GreenCourt by Clerk for training, transition services, technical support and overall system maintenance of the Criminal E-File Service in accordance with the payment schedule in **Attachment B**.

1.28. “Clerk’s Court(s)” means the judicial division or divisions for which the clerk has authority, whether by election or by appointment.

2. OWNERSHIP; LICENSES

2.1. Ownership Generally; Ownership of Software. GreenCourt will be, as between the Parties, the owner of all right, title, and interest in and to the Software, Criminal E-File Service and all other services provided pursuant to this Agreement. Without limiting the foregoing, and subject to the remainder of this Section, GreenCourt shall ensure that it is, and shall remain throughout the Term, the owner of and/or shall maintain licenses for all rights, title and/or interest in and to the Software and all Intellectual Property Rights therein or thereto and that all such right, title, and interest will vest in, and be the exclusive property of GreenCourt. GreenCourt will take such actions, provide such information, and execute (and cause its employees and independent contractors to execute) any necessary agreements and other documents to effectuate, perfect, obtain, maintain, and/or enforce GreenCourt’s ownership and Intellectual Property Rights in and to the Software. To the extent that, for any reason, GreenCourt is not the owner of all right, title, and interest in and to the Software and all Intellectual Property Rights therein or thereto, GreenCourt will (i) secure from all owners or proprietors of any and all such Intellectual Property Rights all rights and consents necessary for GreenCourt to fully perform its obligations under this Agreement; and (ii) maintain all rights and consents set forth at subsection (i) throughout the Term and for so long thereafter as GreenCourt’s obligations or any rights or licenses granted to the County on behalf of the Clerk and/or granted to the Clerk survive.

2.2. Restrictions on Software. The Parties agree that, except as provided otherwise herein, GreenCourt has no obligation hereunder to deliver a physical copy of the Software to Clerk, and (ii) Clerk shall not (a) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code (or underlying structure or algorithms) from the Software or decode or decrypt any GreenCourt-proprietary data files created by or associated with the Software, or (b) alter, adapt, or modify the Software or otherwise create any derivative works from the Software.

2.3. Court Data; Restrictions on Use. GreenCourt agrees that all County and Court Data shall remain the property of its respective owner(s) and that in no event whatsoever shall GreenCourt acquire any ownership or other right, title, or interest in such County and Court Data except as specifically provided in this Agreement. GreenCourt agrees that, during the Term and thereafter, GreenCourt shall not, without the prior written approval of the Clerk in each case, make or permit any use or disclosure whatsoever of the Court Data except as strictly necessary for GreenCourt’s performance under, and in furtherance of, this

Agreement or as otherwise expressly permitted by Applicable Law. GreenCourt's Confidential Information (as defined below), including, but not limited to, Software and all Intellectual Property Rights therein, Criminal E-File Service and all other services provided by GreenCourt shall not constitute Court Data.

2.4. License Granted. Subject to the terms and conditions of this Agreement, GreenCourt hereby grants to the County on behalf of the Clerk a nonexclusive, revocable license to use and make available for use the PeachCourt Criminal E-File Service for use by Government Users and an unlimited number of Private Users; provided, however, that all End Users are required to accept PeachCourt's Terms and Conditions prior to use.

2.5. Embedded Third Party Technology. Both the County on behalf of the Clerk and GreenCourt maintain licenses for third-party software and technology that are required to provide data from the Software to End Users. Clerk and GreenCourt shall continue to maintain licenses that they currently maintain or purchase during the term of this Agreement for any embedded third party technology, including without limitation software, technology, or any other proprietary right, that are required for use and licensing of the Software or necessary for GreenCourt to perform GreenCourt's obligations to County on behalf of the Clerk hereunder. GreenCourt shall pass through to Clerk any and all warranties granted to GreenCourt by the owners, licensors, and/or distributors of such embedded third party technology. The County on behalf of the Clerk shall be responsible for procuring and paying for all other system requirements necessary to run the Software.

3. SCOPE OF SERVICES

3.1. Scope of Services. This Agreement shall apply to the delivery of the PeachCourt Criminal E-File Service and support services (collectively, the "Criminal Services") as more fully described in the SOW attached hereto as Attachment A and incorporated herein by reference. In the event that the Parties desire to expand, revise, or modify the scope of the services outlined in the SOW, the Parties shall follow the change order procedures set forth in Section 6 herein.

3.2. Availability; Maintenance; Technical Support. GreenCourt will make the Criminal Services available to Customers and End Users at all times in accordance with the attached SOW. Without limiting the foregoing, GreenCourt shall at all times maintain PeachCourt in good working order (including ensuring that PeachCourt is properly equipped, installed and configured at all times) and shall perform all support obligations set forth in this Agreement and the attached SOW to ensure that the Criminal Services perform and are rendered at all times throughout the term of this Agreement in accordance with the specifications herein and the attached SOW. In addition, GreenCourt shall monitor the Criminal Services on a 24x7x365 basis to ensure that the Criminal Services continue to perform and are rendered at all times in accordance with the specifications herein and the attached SOW.

3.3. End User Support. GreenCourt shall provide all support to End Users in connection with the Criminal Services (including without limitation those support obligations outlined in Attachment A).

3.4. Training. GreenCourt shall provide training to End Users in the use and operation of PeachCourt and related services through in-person sessions, online webinars, and self-help articles, as more fully described in Attachment A.

4. TERM AND TERMINATION

4.1. Term & Renewal. The Term of this Agreement shall be twelve (12) months commencing on the Effective Date, being the date of the last dated signature herein, subject to the statutory automatic termination and renewal provisions in Section 4.9 and may be extended renewed at the end of the first

twelve month term for another twelve months under the same price, terms, and conditions upon the continued payment to GreenCourt of the Support Services Fee in accordance with the payment schedule in Attachment B. At any point during the initial twelve month Term or during an extension term, the County on behalf of the Clerk, may cancel the remaining term and/or automatic extensions by providing GreenCourt with written notice of such intent at least thirty (30) days prior to the next renewal period.

4.2. Termination for Cause. If during the Term, any Party believes that any other Party has failed in any material respect to perform its obligations under this Agreement (including any Attachments or Amendments hereto), then that Party may provide written notice to each of the other Parties, as specified in Section 12.8 herein, describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching Party shall have ten (10) business days after receiving written notice of such failure to cure the breach. If the breaching Party fails to cure within such ten (10) business days then the non-breaching Party may immediately terminate this Agreement, in whole or in part, for cause by providing written notice to the breaching Party. With respect to all other defaults, if the breaching Party does not, within such thirty (30) calendar days after receiving such written notice cure the material failure, then the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the breaching Party.

4.3. Termination for Bankruptcy. Any Party shall have the right to terminate this Agreement immediately, by providing written notice to each of the other Parties, in the event that any other Party (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within thirty (30) days) related to its liquidation, insolvency, or the appointment of a receiver or similar officer for that Party, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, or administration, (vi) enters into an agreement for the extension or other readjustment of substantially all of its obligations, or (vii) negligently, recklessly, or intentionally makes any material misstatement as to such Party's financial condition.

4.4. Termination for Convenience and/or Lack of Sufficient Appropriations. The County may terminate this Agreement for the County's convenience or if insufficient funds have been appropriated by County on Behalf of the Clerk or Clerk's governmental or judicial jurisdiction to satisfy the financial obligations under this Agreement. The County and/or Clerk on behalf of the County shall make every reasonable effort to give at least ninety (30) days written notice prior to a termination for lack of appropriations.

4.5. Effect of Termination. Upon any termination or expiration of this Agreement, GreenCourt shall be paid all amounts owed to GreenCourt under this Agreement for services prior to the effective date of such termination, and County on behalf of the Clerk shall be refunded any prepaid amount of the License Fee on a pro-rata basis (dividing the number of days using the Software during the initial one year Term by the total number of days in the one year Term). Upon any termination or expiration of this Agreement, except as provided otherwise in this Agreement, (i) GreenCourt will immediately discontinue receiving new Court Data, but shall process to completion all Transactions and all related obligations (such as payment processing and reporting) commenced but not yet completed at the time of termination or expiration; (ii) within thirty (30) days after such termination or expiration, each Party will return to the other all copies of the other Party's Confidential Information (along with all data, memoranda, or other materials embodying or reflecting such Confidential Information) and all other property of such Party (excluding copies thereof that are required to be retained by such Party pursuant to Applicable Law or are permitted to be retained by such Party after the termination or expiration of this Agreement); and (iii) the County, on behalf of the Clerk's payment obligations hereunder shall continue to accrue through the effective date of such termination or expiration and remain payable to GreenCourt until paid in full. In addition to any other provisions hereunder that, by their express terms, survive termination or expiration of this Agreement, the following provisions of this Agreement will survive termination or expiration: Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 (and any other accrued payment obligations hereunder, until paid in full), 9, 10 (and any other

obligations hereunder to indemnify, defend, and hold harmless), 11 and 12. Termination of a given SOW will not affect any other then-current SOW or this Agreement, unless specified to the contrary in writing by the GreenCourt and the County on behalf of the Clerk.

4.6. Payments Due. The termination of this Agreement shall not release any Party from the obligation to make payment of all amounts due and payable through the date of termination.

4.7. Permitted Delays. Each Party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other Party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning, or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

4.8. Continuation of Services. Each Party will continue to provide their respective services outlined in the SOW during the notice-of-termination period unless otherwise mutually agreed upon by the Parties in writing. Upon termination by either Party, Clerk will pay GreenCourt in accordance with the payment terms of Section 5 herein for all services provided under this Agreement through the date of termination.

4.9 Compliance with O.C.G.A. § 36-60-13. In compliance with the terms of O.C.G.A. § 36-60-13 applicable to multi-year contracts, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County on behalf of the Clerk, at the close of the calendar year of its execution (“Initial Expiration Date”) and at the close of each succeeding year for which it may be renewed, unless earlier terminated, or renewed as provided herein. Notwithstanding this provision, and as permitted by statute, the Agreement will automatically be renewed and extended for consecutive twelve-month terms unless either party notifies the other in writing of its intent to terminate this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any renewal term, at least thirty (30) days prior to the expiration of the then-current term. Further, the Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County on behalf of the Clerk. The Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

5. FEES, COSTS AND PAYMENT

5.1. License Fee; Support Services Fee; Payment. GreenCourt’s fee for the Criminal Services shall be paid by County on behalf of the Clerk as set forth in **Attachment B**.

5.2. Filing Fees. GreenCourt shall assess and collect from Registered Users all applicable Filing Fees, if any, which shall be accurately calculated in accordance with the then-current fee schedule of the Clerk’s Court.

5.3. Payment of Filing Fees to Clerk; Reporting. In connection with each eFiling Transaction, GreenCourt shall deliver to Clerk (i) of the State Court of Cobb County all Filing Fees, if any and where applicable, in connection with such eFiling Transaction in full via Automated Clearinghouse (ACH), so long as GreenCourt has Clerk’s current ACH detail, along with (ii) a report with such detail as Clerk and/or County may require to properly associate the Filing Fees with the corresponding eFiling or eService Transaction, which report shall include at a minimum the following: (a) the Case docket number, (b) document/pleading type for each document submitted for filing in such Transaction, (c) date and time each document was made available to the Clerk’s Office by PeachCourt, and (d) the amount and basis for calculation of the associated

Filing Fees (the report described in this subsection (ii) is a “Filing Report”). Time is of the essence of the obligations in this Section.

Fees.

5.4. Convenience Fee for Online Payment Method. In connection with any eFiling Transaction Fee or periodic charge that GreenCourt assesses and collects from a Customer or Private User, GreenCourt may assess and collect from the Private User a single online payment convenience fee at a rate of three-point five percent (3.5%) plus thirty cents (0.30) per Transaction.

5.5. Payment of Revenue Share to County on behalf of the Clerk; Reporting. In connection with each transaction occurring in a given calendar month during the Term, to the extent applicable, GreenCourt shall pay to County on behalf of the Clerk a portion of any transaction fee charged and collected from a Private User in connection with such transaction, calculated, distributed and reported in accordance with Attachment B.

5.6. Taxes. All amounts to be paid to GreenCourt hereunder are exclusive of, and not subject to offset or reduction on account of, any and all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) if applicable and imposed by any government agency with respect to this Agreement (including taxes imposed on GreenCourt’s net income), and GreenCourt will timely pay and remit same, if any, to the appropriate governmental authority. In addition, GreenCourt is solely responsible for payment of and will pay all taxes and assessments relating to GreenCourt and all GreenCourt’s employees’ and independent contractors’ compensation including, without limitation, any and all federal, state and local income taxes, employment-related taxes, worker’s compensation insurance, unemployment insurance, social security, and withholding taxes.

6. CHANGE ORDERS OR OUT-OF-SCOPE SERVICES

6.1. Change Orders or Out-of-Scope Services. To the extent that any Party requires or requests additional services or services that exceed the services set forth in this Agreement and the SOW incorporated herein, such additional service requests or out-of-scope work will be set forth on a Change Authorization Order (CAO), which will also provide a description of the changed or additional service(s) being requested, and the additional fees, if any, charged by the other Party for such services. Subject to all County approval processes and procedures once a CAO is signed by all Parties, a CAO will become part of the corresponding SOW, and in the event of any conflict between a SOW and any CAO thereto, or in the event of any conflict between CAOs to a given SOW, the later CAO will control.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

7.1. Independent Contractor Relationship. GreenCourt and County on behalf of the Clerk enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between GreenCourt and Clerk. Each Party will be solely responsible for payment of all compensation owed to its respective employees, including all applicable federal, state, and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any of the Parties’ employees be eligible for or entitled to any benefits of the other Parties.

8. CONFIDENTIAL INFORMATION

8.1. Restrictions on Use and Disclosure. The Parties acknowledge that, in the course of performance under this Agreement, each may receive, obtain knowledge of, or become privy to Confidential Information (as

hereinafter defined) of another Party. Subject to all other terms and conditions of this Section and Applicable Law, (i) neither Party will disclose to any third party (other than its legal and financial advisors), or use for any purpose, any Confidential Information of another Party, and (ii) the Receiving Party (as hereinafter defined) will use commercially reasonable efforts to cause all third parties to whom such Party discloses the other Party's Confidential Information to protect such Confidential Information to the same extent that the Receiving Party is obligated to protect such Confidential Information hereunder. These confidentiality obligations will not restrict any disclosure of Confidential Information required by an order of a court or any government agency or other Applicable Law, including, but not limited to O.C.G.A. §§ 50-18-70, et. seq., provided that, subject to the provisions of O.C.G.A. §§ 50-18-70, et. seq., the Receiving Party gives prompt notice to the Disclosing Party (as hereinafter defined) of any such order and reasonably cooperate with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order. "Disclosing Party" means the Party whose Confidential Information has been disclosed to the other Party, and "Receiving Party" means the Party who receives, obtains knowledge of, or becomes privy to Confidential Information of the Disclosing Party. Without limiting the generality of the foregoing, in no event shall any Party use another Party's Confidential Information to reverse engineer another Party's software, code, or product or to develop products or services functionally equivalent to the products or services of such other Party.

8.2. Confidential Information Defined; Exclusions. Subject to the exclusions herein or elsewhere in this Agreement, "Confidential Information" means all data and information (regardless of whether the data or information constitutes a trade secret under the laws of the State of Georgia), regardless of form, whether tangible, intangible, or merely recollected, which (i) relates to the business of Disclosing Party or is provided to Disclosing Party by third parties and that Disclosing Party is obligated to treat as confidential, (ii) was learned by Receiving Party, disclosed to Receiving Party, or to which Receiving Party had access, as a consequence of Receiving Party's relationship with Disclosing Party, (iii) has value to Disclosing Party, and (iv) is not generally known to Disclosing Party's competitors. "Confidential Information" includes trade secrets as defined under the Georgia Trade Secrets Act or any successor law. Notwithstanding the foregoing, "Confidential Information" shall not include data or information (a) which has been voluntarily disclosed to the public by the Disclosing Party, except where such public disclosure has been made by a person without authorization from the Disclosing Party, (b) which has been independently developed and disclosed by others or (c) which has otherwise become public knowledge or publicly available, has entered the public domain, through lawful means or pursuant to Applicable Law, or is subject to disclosure pursuant to Applicable Law including, but not limited to O.C.G.A. §§ 50-18-70, et. seq. GreenCourt Confidential Information includes, but is not limited to, the Software (object and source code), GreenCourt financial information, business strategies, specifications, and technical data. (GreenCourt shall clearly mark as "Confidential" any other types of data and information not specifically listed above that should be treated as "Confidential.") Customer Confidential Information includes, but is not limited to, Clerk documentation, Clerk/County financial information, business strategies, specifications, and technical data, personally identifiable information and other information or material which cannot be disclosed by Applicable Law.

8.3. Injunctive Relief. The Parties agree that the disclosure of any of any Party's Confidential Information by another Party may give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the Party whose Confidential Information has been disclosed may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

8.4. Survival. This Section 8 will survive expiration or termination of this Agreement for any reason whatsoever. Receiving Party's obligations to maintain Confidential Information as confidential under this Section 8 will continue until such time as such information is no longer confidential or a trade secret under the laws of the State of Georgia or other Applicable Law, and all other obligations under Section 8.2 will continue until such time as such information no longer constitutes a trade secret under Applicable Law or

may be disclosed under Applicable Law due to no fault of the Receiving Party. Nothing in this Section 8 will be construed to limit any rights or remedies afforded to the Disclosing Party under any Applicable Law.

9. WARRANTIES; REMEDIES

9.1. Warranties. In addition to any other representation, warranty, or covenant, the Parties each represent, warrant, and covenant the following to each other throughout the Term:

9.1.1. Performance Generally. The Criminal Services, defined in this Agreement as and including all services and work reflected in the Scope of Work and attached hereto as Attachment A, does not infringe upon or violate any right to intellectual property and will be performed (i) in a good and workmanlike, timely, and professional manner in accordance with generally accepted professional industry standards and practices, and (ii) only by personnel having sufficient skill, knowledge and training to provide and perform the Criminal Services in accordance with this Agreement and SOW.

9.1.2. Operation in Conformity. The Criminal Services shall operate in accordance with and conformance to the SOW and in compliance with all, and without causing or contributing to a violation of, any Applicable Law.

9.1.3. Rights and Non-Infringement. (i) GreenCourt has, and will maintain through the Term, all right, title and interest in and to the services and collateral created or used by or on behalf of GreenCourt necessary to perform its obligations hereunder, and to grant the rights granted by GreenCourt hereunder, without any further consent of any third party, and (ii) none of the services and collateral created or used by or on behalf of GreenCourt, nor the use of any of the foregoing by GreenCourt or any End User as provided in this Agreement, do or will infringe upon, misappropriate, or violate any intellectual property right or any contractual or other right of any third party.

9.1.4. Viruses, Security Risks and Disabling Mechanisms. The Criminal Services will at all times be free from (i) computer viruses, security vulnerabilities, and any undocumented and/or unauthorized methods for terminating, disabling, or disrupting the operation of, or gaining unauthorized access to, any such services or any computer systems or other computing resources or data, (ii) any code features or programming errors or defects which result in or cause, in whole or in part, directly or indirectly, damage, loss, disruption, or unauthorized access or alteration to all or any part of any data, computer systems, or other computing resources, and (iii) any termination logic or any means to repossess or disable such application services.

9.1.5. No Restrictive Liens or Encumbrances; No Violations. (i) None of the Criminal Services will be subject to any liens or encumbrances or any rights of any third party that would impair or limit exercise by GreenCourt of any right, title, or interest granted hereunder, and (ii) neither the terms of this Agreement nor any performance hereunder by Clerk violate or will cause a violation or breach of the terms of any other agreement, license or any Applicable Law.

9.2. Remedies. Upon breach of any representation, warranty or covenant contained in this Section 9, the breaching Party will, at its own expense, promptly remedy such breach (including, as applicable, promptly repairing or replacing any nonconforming portion of the services, as the case may be, to remedy the nonconformity.) In the event any breach or non-conforming portion of the services cannot be promptly remedied, repaired, or replaced by GreenCourt, County on behalf of the Clerk shall have the right to withhold any payment owed GreenCourt under this Agreement until such time as the breach is cured. Without limiting the foregoing, if any of the services are alleged, or one Party's receipt or use thereof or exercise of any right with respect thereto does (or is alleged to) infringe, misappropriate, or violate any Intellectual Property Right or other right of any third party, the GreenCourt will, at its election, do one or

more of the following, at its sole expense, without limiting any other right or remedy of County/Clerk hereunder or at law or in equity: (i) secure all rights necessary for GreenCourt and County on behalf of the Clerk to continue using such services to the fullest extent contemplated by this Agreement without such infringement, misappropriation or violation; or (ii) modify such services to make the same non-infringing and free of misappropriation or violation while still strictly conforming to the performance of all services in accordance with 9.1.1 herein.

9.3. Disclaimer. THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY DOCUMENTS ATTACHED HERETO OR REFERENCED HEREIN), ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES BY EITHER PARTY, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY.

10. INDEMNIFICATION

10.1. General Indemnification by GreenCourt. GreenCourt shall, indemnify, defend, and hold harmless the County on behalf of the Clerk, Clerk's employees and agents, and elected officials, officers, employees, representatives, and agents (each of the foregoing are individually and collectively "Indemnitee(s)") of Clerk or County's governmental or judicial jurisdiction against any and all demands or harm (including without limitation legal, accounting, expert fees, and all other expenses), suits, legal proceedings, claims, damages, expenses (including, without limitation, court costs, attorneys' fees and other against damages, costs, and expenses), losses, and liabilities, of any kind (collectively, "Claim(s)"), against, incurred or suffered by any such Indemnitees, or any of them, and caused by any negligence or gross negligence in performance of or breach of this Agreement, and/or reckless or intentionally wrongful conduct arising out of the Agreement, including, but not limited to any infringement claims or claims of license violations by GreenCourt, its employees, agents, and/or subcontractors (collectively, "Indemnitor"). This Section 10.1 will survive expiration or termination of this Agreement for any reason whatsoever.

10.2 Intellectual Property. In addition to and without limiting any other indemnification obligation under this Agreement, GreenCourt shall indemnify, defend and hold harmless the County on behalf of the Clerk against any and all Claims caused by, resulting from or arising out of or in connection with any allegation that the services or collateral created or used by or on behalf of County on behalf of the Clerk, or the use of any of the foregoing by the County on behalf Clerk as provided in this Agreement, infringe upon, misappropriate, or violate any intellectual property right or other right of any third party. GreenCourt's obligations under this indemnification are expressly conditioned upon the following: (i) County/Clerk must promptly notify GreenCourt of any such claim; (ii) County/Clerk may grant GreenCourt primary control of the defense of any such claim and of negotiations for its settlement or compromise, such settlement or compromise being subject to the requirements of this section (if County/Clerk chooses to represent their own interests in any such action, County/Clerk, as appropriate, may do so at their own expense, but such representation must not prejudice GreenCourt's right to control the defense of the claim and negotiate its settlement or compromise); (iii) County/Clerk must reasonably cooperate with GreenCourt to facilitate the settlement or defense of such claim. If any part of services or collateral created or used by or on behalf of GreenCourt is, or in GreenCourt's opinion, is likely to become, the subject of such a claim, then GreenCourt, at its sole expense, will either: (A) obtain for County/ Clerk the right to continue using the services or collateral under the terms of this Agreement; (B) replace the affected part of the services or collateral with products that are substantially equivalent in function; or (C) modify the services or collateral

so that it becomes non-infringing and substantially equivalent function. This Section 10.2 will survive expiration or termination of this Agreement for any reason whatsoever.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. Except as specifically limited by this Agreement, all rights and remedies of a Party shall be deemed cumulative and nonexclusive, and each Party shall have all rights and remedies available to it at law or in equity. GREENCOURT AGREES THAT COUNTY OR CLERK SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF BUDGET, OR LOSS OR INTERRUPTION OF BUSINESS OR OPERATIONS, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THE MAXIMUM LIABILITY OF CLERK UNDER THIS AGREEMENT EXCEED IN THE AGGREGATE, AND REGARDLESS OF THE NATURE AND NUMBER OF CLAIMS, AN AMOUNT EQUAL TO THE ANNUAL AMOUNT PAID TO GREENCOURT BY COUNTY OR CLERK UNDER THIS AGREEMENT AND DURING THE TERM OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY.

12. GENERAL PROVISIONS

12.1. Changes to Agreement Due to Applicable Law; Other Amendments. Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement or any term of this Agreement is unlawful or unenforceable or impairs a Party's ability to comply with all Applicable Law (whether due to any change in Applicable Law during the Term or otherwise), then the Parties shall, by mutual written agreement, amend this Agreement as necessary to remedy such unlawful nature or unenforceability or to permit a Party to comply with Applicable Law. This Agreement may not be amended or modified except by in writing and signed by all Parties.

12.2. Dispute Resolution. The Parties agree that any dispute, claim, disagreement or controversy between the Parties arising out of, connected with, or relating in any way to this Agreement (a "Dispute"), shall first be discussed between the Parties. Disputes that cannot be resolved by the Parties may be settled by non-binding mediation administered by Miles Mediation & Arbitration Service, Inc. (MMA) in accordance with its rules. The mediation proceedings shall take place in Atlanta, Georgia. The mediation proceedings may be commenced within 90 days of the filing of a request by either Party. Throughout the pendency of any Dispute or these Dispute resolution procedures, Clerk and GreenCourt will continue to provide services at the same level and quality required by this Agreement, subject to any right of termination expressly set forth in this Agreement.

12.3. Assignment. No Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment made without such written consent shall be void. This Agreement binds the Parties and their successors and permitted assigns.

12.4. Force Majeure. If a Party is prevented from performing any portion of this Agreement (other than the payment of money) by causes beyond its reasonable control, including without limitation, civil commotion,

war, terrorism, threat of terrorism, governmental regulations or controls, casualty, or acts of God, such Party will immediately give specific notice of same to the other Party and will be excused from performance for the period of the delay and the time for such Party’s performance will be extended for a period of time equal to the duration of such delay. If such delay continues for more than thirty (30) days, any Party may terminate this Agreement or the affected SOW, in whole or in part by providing written notice thereof to the other Parties. The Party prevented from performance by such event will use its best efforts to mitigate the effects of the event and resume performance as quickly as reasonably possible under the circumstances.

12.5. Construction, Venue, Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of or in connection with or related in any way to this Agreement will in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia and the United States of America, excepting any of such laws that might apply the laws of another jurisdiction. Venue for any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement will lie exclusively in the Superior Court of Cobb County, Georgia. Each Party hereby irrevocably submits to the personal jurisdiction and exclusive venue of such courts, and waives lack of personal jurisdiction, improper venue, or forum non conveniens as a defense to any such action.

12.6. Waiver; Amendment; Remedies. No waiver of any right or remedy will be valid unless in writing and delivered to the other Parties, and waiver of a right or remedy on one occasion by a Party will not be deemed a waiver of such right or remedy on any other occasion.

12.7. Entire Agreement. This Agreement includes and incorporates all mutually agreed upon and authorized written amended SOWs and Change Authorization Orders now or hereafter entered into hereunder and all referenced or attached schedules, attachments, or documents, and sets forth the entire agreement and understanding between the Parties pertaining to the subject matter thereof, superseding all prior or contemporaneous discussions, agreements, promises, or understandings between the Parties pertaining to their subject matter. Any additional or varying terms contained in any Party’s preprinted forms, correspondence or other documents transmitted or displayed in any format or media to the other Parties will be of no effect, unless otherwise expressly provided in the Agreement. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same Agreement. Faxed and emailed PDF copies of this Agreement shall have the same legal effect as originals.

12.8. Notice. Unless otherwise agreed to by the Parties, all notices required under the Agreement will be given in writing and will be delivered (i) by hand delivery (in which case notice will be effective upon delivery); (ii) by Federal Express, Express Mail, or other nationally recognized overnight courier service (in which case notice will be effective one (1) business day following dispatch); and/or (iii) by registered or certified mail, return receipt requested, postage prepaid (in which case notice will be effective three (3) days following deposit in mail) addressed to the following designated Parties:

If to COUNTY/CLERK:	If to GREENCOURT:
County Manager Cobb County, Georgia 100 Cherokee Street Marietta, Georgia 30090 Robin Bishop Clerk of State Court of Cobb County 12 East Park Square Marietta, GA 30090	Andy Johnson Chief Executive Officer GreenCourt Legal Technologies, LLC 201 Newnan Street Carrollton, GA 30117

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12.9. Severability; Headings. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by Applicable Law, and where the intent of the Parties may be reasonably ascertained, a court of competent jurisdiction may construe, limit, and/or reform an unenforceable provision to the extent necessary to make it enforceable and consistent with such intent. The title(s) of sections and subsections of this Agreement are for convenience only and are not to be used in construing any term(s) of this Agreement.

12.10. Incorporation of Applicable Law. This Agreement is expressly made subject to all Applicable Law and approvals to which GreenCourt is subject regarding the subject matter of this Agreement and/or the GreenCourt entering into, or performance under, this Agreement (including without limitation any consents, cooperation, and approvals of any governmental entity necessary for GreenCourt to enter into, or perform under, this Agreement), and all such Applicable Law and approvals (as the same may be amended or modified from time to time) are hereby expressly incorporated by reference into this Agreement. To the extent this Agreement is in conflict with, or not in compliance with, any such Applicable Law or approvals and such conflict or noncompliance is not waived by the GreenCourt, such Applicable Law and approvals shall control.

12.11. Order of Precedence. In the event of any inconsistent or incompatible provisions, this Agreement (excluding the attachments) shall take precedence, followed by the attachments, unless by the terms of any separate mutually executed SOW, such SOW specifically states that it is intended to prevail over specific terms of this Agreement.

13. INSURANCE

GreenCourt shall maintain, during the term of this Agreement, the following insurance: (a) workers' compensation insurance as required by law and Employers Liability limits of \$1,000,000 per accident; (b) general liability insurance for liability, with limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of \$1,000,000 per occurrence and in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of \$2,000,000 in the aggregate, and including premises/operations, products/completed operations contractual liability independent contractors, and broad-form property damage coverage; and (c) automobile insurance with a limit of liability of \$1,000,000 combined single limit per accident and in the aggregate for bodily injury and property damage, including all owned, hired, and non-owned vehicles; and (d) umbrella coverage of \$5,000,000 combined single limits per occurrence and in the aggregate. GreenCourt shall upon execution of this Amendment provide County on behalf of the Clerk with certificates of insurance and endorsements to such policies of insurance (a) evidencing the coverages required hereunder (b) except for the insurance required under paragraph a) herein, naming the Clerk's Office and Cobb County its elected officials, officers, employees, and volunteers as additional insureds (the "Insured Parties") to the extent of GreenCourt's insurance and indemnification obligations under this Agreement (c) providing that GreenCourt's insurance coverage shall be primary insurance as respects such additional insureds and any self-insurance of such additional insured shall be in excess of GreenCourt's insurance and not contribute to it; however the primary and non-contributory nature of GreenCourt's insurance shall only apply to the extent of Clerk's County's status as an additional insured (d) providing that GreenCourt's insurance shall apply separately to each insured against whom a claim or suit is brought, except with respect to the limits of the insurer's liability (e) providing that the insurer agrees to waive all rights of subrogation against such additional insureds for losses arising out of the services or work performed by GreenCourt for the County on behalf of the Clerk; (f) provide that the failure to comply with reporting provisions of the policies shall not affect coverage provided to such additional insureds; and (g) provide that with respect to each insurance policy required

hereunder the insurer will provide thirty (30) days' notice that the coverage thereunder is to be suspended, voided, canceled, reduced in coverage, or in limits except after (or 10 days for cancellation due to non-payment of premiums) prior written notice by mail, has been given to and received by the County on behalf of the Clerk. For any claim under this Agreement., insurance coverage and limits shall not be limited by the terms or conditions in this Agreement. GreenCourt shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

14. CONFLICT OF INTEREST

GreenCourt agrees, and shall execute an affidavit in the form as attached hereto as "Attachment C" attesting, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for County on behalf of the Clerk, that no employee of Clerk, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this company, associates or contractors of this company, or the company's parent company, subsidiary, or other legal entity of which this company is a part, and that no person associated with or employed by this company has any interest that would conflict in any way, manner, or degree with the performance of services for GreenCourt under this Agreement.

Should GreenCourt become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, GreenCourt shall immediately notify Clerk. If Clerk determines that a conflict of interest exists, Clerk may require that GreenCourt take action to remedy the conflict of interest or terminate the Agreement without liability. County on behalf Clerk shall have the right to recover any fees paid for services rendered by GreenCourt which were performed while a conflict of interest existed if GreenCourt had knowledge of the conflict of interest and did not notify County on behalf of the Clerk within one week of becoming aware of the existence of the conflict of interest.

15. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

15.1. Immigration Compliance. County on behalf of the Clerk and GreenCourt, as Contractor, agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

Physical Performance of Services – includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

15.2. GreenCourt represents that it employs:

- 500 or more employees;
- 100 or more employees; or
- fewer than 100 employees

15.3. GreenCourt further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as "Attachment D".

15.4. GreenCourt further agrees and represents that:

i. GreenCourt shall fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" attached hereto as "Attachment E" and that such certification shall

be received by the County on behalf of the Clerk prior to the commencement of any work under the contract or subcontract;

ii. GreenCourt (or any subcontractor, regardless of tier) shall notify the County on behalf of the Clerk within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

iii. GreenCourt shall be responsible for obtaining and providing to the County on behalf of the Clerk the "Subcontractor Affidavit & Agreement" and "Subcontractor Immigration Compliance Certification" attached hereto as "Attachment F" and "Attachment G" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

iv. The County on behalf of the Clerk reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

v. Any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract shall provide legal notice to any subcontractor of the requirements of County on behalf Clerk for immigration compliance and further provide notice that County on behalf of the Clerk reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

vi. Failure to comply with any of the requirements and procedures of the Clerk (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by Clerk or state officials upon request; and/or failure to continue to meet any of the statutory or Clerk obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle the Clerk to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

vii. Upon notice of a material breach of these provisions, GreenCourt (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County and or the Clerk shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date.

ACCEPTANCE AND EXECUTION

Cobb County, Georgia

GreenCourt Legal Technologies, LLC

By: _____

By: _____

Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

Name

Name

Title

Title

[] *I have the authority to bind this entity.*

Date

Date

Approved by

Robin C. Bishop
Clerk, State Court of Cobb County

ATTEST:

_____ Date: _____

Approved as to form:

County Attorney's Office

By: _____

Date: _____

**ATTACHMENTS A-G
ON FOLLOWING PAGES**

**ATTACHMENT A
STATEMENT OF WORK**

Unless defined in this Statement of Work (“SOW”), all capitalized terms shall have the meaning given to them in the Agreement. Without limiting any other obligation of GreenCourt under the Agreement, GreenCourt shall provide the following services to County and Clerk’s Office. The services described below expand on the PeachCourt civil case services provided by GreenCourt to the Clerk's Office.

1. PeachCourt for use with criminal cases

- 1.1** Registered Users can search for civil or criminal cases by case number or party name.
- 1.2** Registered Users can electronically file documents into civil and criminal cases, including the option to provide electronic service to case parties.
- 1.3** Government Users will have access to information and features as defined by Clerk or the County.
- 1.4** Registered Users will have access to public-record Court Documents as defined by the Clerk or the County.

2. Court Portal

- 2.1** Judge Users can search for civil or criminal cases by case number or party name.
- 2.2** Judge Users can electronically file orders and other documents into civil and criminal cases, including the option to provide electronic service to case parties.

ATTACHMENT B
SCHEDULE OF COSTS AND FEES

Unless defined herein, all capitalized terms have the meaning given to them in the Agreement.

1. Fees

- 1.1** GreenCourt waives the License Fee during the term of this Agreement.
- 1.2** The Support Services Fee shall be Fifty Thousand Dollars (\$50,000) per twelve-month period.
- 1.3** County on behalf of the Clerk shall pay the Support Services Fee to GreenCourt on a periodic basis defined by the Clerk (e.g., annual, quarterly, or monthly) until the expiration of the Agreement, via ACH or Check, which shall not be subject to reduction or offset for any reason, including without limitation refunds, credits, or charge-backs. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.
- 1.4** GreenCourt shall not assess any fee in conjunction with a civil or criminal case electronic filing transaction made by a Government User.
- 1.5** GreenCourt shall not assess any fee in conjunction with a criminal case electronic filing made by a Customer, Private User or non-Government User.
- 1.6** GreenCourt shall not assess any fee in conjunction with accessing a Court Document in a civil or criminal case by a Government User.
- 1.7** GreenCourt shall not assess any fee in conjunction with accessing a Court Document in a civil or criminal case by a non-Government User who is a party to the criminal case.
- 1.8** GreenCourt shall assess a fee of \$0.50 per page in conjunction with a non-Government User accessing a Court Document in a criminal case by a non-Government User who is not a party to the criminal case. GreenCourt shall remit 100% of this fee to County on behalf of the Clerk.
- 1.9** For any fee GreenCourt assesses and collects from any Registered User, GreenCourt shall assess and collect a Convenience Fee equal to three and a half percent (3.5%) plus \$0.30 of the fee to be collected. GreenCourt shall retain 100% of this Convenience Fee.

2. Remittance of fees to County through the Clerk's Office

- 2.1** GreenCourt shall remit all fees attributable to a given calendar month to Clerk's Office on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding Transaction Fees were assessed.
- 2.2** Such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits, or charge-backs. Furthermore, GreenCourt shall provide this information via email to Clerk's Office in a report that details both eFiling and eDocument Revenue, if any.
- 2.3** Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.

**ATTACHMENT C
CONFLICT OF INTEREST AFFIDAVIT**

As a duly authorized representative of the firm GreenCourt Legal Technologies, LLC, I, _____ with the title _____ certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for the County on behalf of the Clerk of State Court of Cobb County, that no employee of the Clerk of State Court of Cobb County, nor any public agency official or employee affected by the Criminal Case Electronic Filing Agreement with the County on behalf of the Clerk of State Court of Cobb County has any pecuniary interest in the business of this firm, associates, or contractors of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner, or degree with the performance of services for the Clerk of State Court of Cobb County.

Date: _____

Company Name: GreenCourt Legal Technologies, LLC

Authorized Representative Name: _____

Title: _____

Signature: _____

Subscribed and sworn before me
on this the ____ day of _____, 2020.

Notary Public

My Commission Expires:

**ATTACHMENT D
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the County on behalf of the Clerk of State Court has registered with, is authorized to use, and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)]. The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with the County the contractor or subcontractor will:

- (1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. And Agreement (“Attachment F”) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Subcontractor Immigration Compliance Certification (“Attachment G”) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that the County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification the County at the time the subcontractor(s) is retained to perform such services or upon any request from the County and
- (6) Allow the audit or review of records of compliance by the County upon request.

EEV (E-Verify) Program User ID Number

Company Name: GreenCourt Legal Technologies, LLC

Signed: Authorized Officer or Agent

Printed Name

Date

Sworn and subscribed before me
on this the ____ day of _____, 20__

Notary Public
Commission Expires: _____

**ATTACHMENT E
IMMIGRATION COMPLIANCE CERTIFICATION**

I certify to the Cobb County that the following employees will be assigned to this agreement PeachCourt Criminal Case Electronic Filing and Support

Bland, Jay
Camp, Molly
Cole, Melody
Dickerson, Alan

Dunham, Steven
Florence, Tiffany
Guthery, Kelly
Harry, Misty

Johnson, Andy
King, Tanya
Lujan, Kelsey
McCrum, Leah

Roenigk, Ryan
Seale, Tony
Shawver, Anna
Shields, Toni

Stewart, Jacob
Whipple, Josh
Wilson, Cassie

I further certify to Cobb County the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Company Name: GreenCourt Legal Technologies, LLC

Signed: Authorized Officer or Agent

Printed Name

Date

Sworn and subscribed before me
on this the ____ day of _____, 20__

Notary Public
Commission Expires: _____

**ATTACHMENT F
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the County (“County”) has registered with, is authorized to use, and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)]. The undersigned Active further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with the County, the contactor or subcontractor will:

- (1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. And Agreement (“Attachment F”) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Subcontractor Immigration Compliance Certification (“Attachment G”) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that the County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to County at the time the subcontractor(s) is retained to perform such services or upon any request from the Clerk and
- (6) Allow the audit or review of records of compliance by the County upon request.

EEV (E-Verify) Program User ID Number

Subcontractor Name: _____

Signed: Authorized Officer or Agent

Printed Name

Date

Sworn and subscribed before me
on this the ____ day of _____, 20__

Notary Public
Commission Expires: _____

**ATTACHMENT G
SUBCONTRACTOR IMMIGRATION COMPLIANCE CERTIFICATION**

I certify to Cobb County that the following employees will be assigned to:

PeachCourt Criminal Case Electronic Filing and Support (Project or Agreement)

Subcontractor's list of Employees:

I further certify to Cobb County the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: Subcontractor Name & Address:

Sworn and subscribed before me
on this the ____ day of _____, 20__

Signed: Authorized Officer or Agent

Notary Public
Commission Expires: _____

Printed Name

Date