

**JUDICIAL ALTERNATIVES OF GEORGIA PROBATION CASE MANAGEMENT
SYSTEM AGREEMENT**

This Judicial Alternatives of Georgia Probation Management System Agreement ("Agreement") is made and entered into on this 18th day of May, 2021, ~~2020~~ ("Effective Date") by and between Judicial Alternatives of Georgia, Inc. ("JAG"), and the Effingham County Probation Department ("Licensee").

RECITALS

WHEREAS, JAG has created a system to assist with probation case management.

WHEREAS, JAG shall grant Licensee a nonexclusive, limited license to access its system to manage offenders on probation. This system and related database include proprietary content, proprietary custom-built business logic and proprietary software and is accessed through JAG's online service portal. This system and all associated software, proprietary information and materials, to include without limitation JAGware™, is hereinafter referred to as the "System";

WHEREAS, pursuant to the terms herein, Licensee shall provide information to, access information from, and manage information through the System.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth herein, JAG and Licensee agree as follows:

1. Definitions.

- a. User. A User is an individual (and Users, individuals) authorized by JAG and Licensee to access and use the System.
- b. User Interface. The User Interface is the software program with which Users interact once logged into the System.
- c. Case. A Case refers to the probation requirements of one individual stemming from one transaction or occurrence giving rise to a citation number, warrant number, indictment number or criminal action number.

2. License Grant.

2.1 General. Subject to Licensee's compliance with the terms and conditions of this Agreement, JAG grants a non-exclusive, non-transferable license for the Term (as defined in Paragraph 11) to Licensee and Licensee's authorized employees (each a "User") to access and use the System.

2.2 Access Rights. In order to use the System, Licensee must obtain access to our servers through the World Wide Web at Licensee's own expense. JAG shall provide to authorize Users unlimited access to the System through unique logon identifiers and passwords (collectively, the "Logon"). Licensee shall ensure that each User will: (a) be responsible for the security and/or use of his or her Logon; (b) not disclose such Logon to any person or entity; (c) not permit any other person or entity to use his or her Logon; (d) immediately notify JAG of any unauthorized use of a password or account or any other breach of security; (e) use the System in accordance with the terms and conditions of this Agreement. Licensee shall also be responsible for advising each User of his or her obligations under this Agreement and of the license restrictions set forth in this Agreement and of ensuring that Users are properly trained to use the System. JAG reserves the right to deny or revoke access to the System, in whole or in part, if JAG believes Licensee and/or any of its Users are in breach of this Agreement or are otherwise using or accessing the System in a manner inconsistent with the terms and conditions of this Agreement. JAG reserves the right to deny or revoke access to the System, in whole or in part upon the breach by Licensee of this Agreement, or a breach by a User acting within the scope of his or her employment, provided that Licensee fails to cure that breach within thirty (30) days. JAG reserves the right to immediately revoke or deny access to Users who violate the terms of this Agreement while acting outside the scope of their employment or for using the System for a purpose other than that intended by the Parties.

2.3 Restrictions. Except as otherwise provided in this Agreement, Licensee agrees that Licensee will not knowingly: (a) provide, disclose, divulge or make available to, or permit use of the System by any third party other than its authorized employees; (b) copy or reproduce all or any part of the System, with the exception of copies of data as back-ups or data exports for reports or statistics; (c) interfere, or attempt to interfere, with the System in any way; (d) engage in spamming, mail bombing, spoofing or any other fraudulent,

illegal or unauthorized use of the System; (e) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the System; (f) attempt to provide or create frames or a link to the System, except as otherwise mutually agreed to by the parties; (g) engage in or allow any action involving the System that is inconsistent with the terms and conditions of this Agreement; (h) violate any Privacy Policy or User Agreement in effect at the time of use. Employees of the Licensee may provide system generated reports, screen prints and query results for use in internal case management, employee performance tracking and court proceedings for cases entered in the system granted that such information will not be provided to third parties outside the confines of the judicial process.

3. Fees. During the Term of this Agreement, Licensee shall pay a monthly fee for each Case that is open within the System. Cases opened in error and then subsequently deleted within forty-eight (48) hours shall not be considered as managed cases, provided Licensee provides adequate documentation to JAG of any errors within thirty (30) days of the occurrence of any such error. The fee schedule is more particularly described in Exhibit A hereto, which supersedes any statements to the contrary herein. JAG reserves the right to increase the per case monthly fee as a result of customer requested enhancements to the System, with the exception of any changes required by state or local law. Any such customer requested enhancement and increase must be in writing and agreed to by the parties.

4. Obligations of Licensee. Licensee hereby agrees to do the following:

- (a) Upon execution of this Agreement, input all managed probation Cases into the System.
- (b) Input all new Cases into the System as monitoring and/or managing of such cases becomes the responsibility of Licensee.
- (c) Provide a list of Users to which Licensee desires to grant access to the System.
- (d) Make two management level Users available for training on the System and assign such management level Users to train other approved User employees of Licensee.
- (e) Pay the fee; and
- (f) Manage Cases in accordance with applicable state and federal guidelines, law and regulations.

5. Obligations of JAG. JAG hereby agrees to:

- (a) Provide Implementation Services. JAG's implementation services shall include reasonable time and materials necessary for Licensee to input initial Cases and begin utilizing the System for day-to-day usage. For purposes of this Agreement, such Implementation Services are deemed completed as of the Effective Date of this Agreement as such services were provided during the "no cost" trial period.
- (b) Provide Ongoing Consulting and Technical Support Services. JAG's ongoing consulting and technical support services shall include reasonable time and materials necessary to utilize JAG's System and maintain functionality of the System. JAG reserves the right to charge a reasonable additional fee for such Consulting and Technical Support Services if requests for such services become excessive. For purposes of this Agreement, up to 5 hours per month of such services is deemed reasonable and not excessive.
- (c) Provide Enhancement Services. JAG will provide upgrade, modification, change, and additional functionality services if feasible and at a rate not to exceed \$125/hour; Any such services must be billed in fifteen (15) minute intervals
- (d) Provide Users with access to the System's User Interface subject to a Guaranteed Uptime of access over the internet of 98% per month ("Guaranteed Uptime"), except for scheduled upgrades and maintenance which the Licensee has agreed to in writing no less than three (3) business days in advance. The User Interface shall allow Users to view and manage Licensee's Cases.
- (e) Provide within a reasonable amount of time following a request functionality allowing Users to generate reports and conduct other automated queries that permit the courts to respond to all reporting requirements of the Georgia Superior Court Clerks Cooperative Authority, the Administrative Office of the Courts and any judicial councils, the Board of Community Supervision and other such reporting entities as may be required;
- (f) Update any and all "pick" lists or similar selection options with current local and state code sections at least once annually. Also included in this annual update are any calculations or similar automated features that must be adjusted due to changes in local or state law.
- (g) Customer Service. JAG will provide Licensee with a customer service number, available during your daily hours of operation. Licensee may also schedule within reason customer service support to meet the needs of the operation.

6. Exclusivity Period. For the Term of this Agreement the Licensee agrees to solely use the System as its electronic probation management system, except that Licensee may engage alternate services for electronic monitoring services.

7. Ownership. The System shall remain the exclusive property of JAG, and any and all copyrights, trade secret rights, patents, trademarks, and other intellectual property rights with respect thereto, are and will at all times be the sole and exclusive property of JAG. Licensee specifically agrees that all material related to the System, including that which has been developed or generated through JAG's consulting services or any other customization shall not be considered work-made-for-hire and that such material (including all intellectual and proprietary rights contained therein) shall, upon creation, be solely and exclusively owned by JAG. Any forms, whether state or local and templates provided by the Licensee shall remain available to the Licensee upon termination of this agreement. JAG may continue to use such forms or templates. If and to the extent Licensee may, under applicable law, be entitled to claim any ownership interest in the software or other materials developed by JAG, including, without limitation, as a work-made-for-hire, Licensee hereby irrevocably and exclusively assigns to JAG all of Licensee's rights, including without limitation, all intellectual property rights, in and to such materials, in perpetuity or for the longest period otherwise permitted by law. JAG acknowledges that Licensee shall maintain complete ownership of Case data contained in Licensee systems.

Upon termination of this agreement, JAG agrees to provide to Licensee a data export of all current and historical case data in one of the following un-encrypted formats within thirty (30) days of the termination of services:

MS-SQL - Microsoft SQL Server 2012 or greater; OR
XSLX – Microsoft Excel Open XML Format Spreadsheet file; OR
CSV - Comma separated and strings should be in quotes including accurate file layout information.

In the event the Agreement is terminated prior to expiration of the initial term of the agreement, Licensee shall pay \$1,000.00 to JAG for data export.

In addition, JAG agrees to allow User to generate case summary reports in electronic PDF format for such cases that must include the following: case history, payment history, compliance with court-ordered obligations (community service, evaluations, counseling and treatment, etc) and contact history.

8. Confidentiality.

(a) The parties agree that (1) all information communicated to it by the other and identified and marked as "confidential," (2) all information which a party deems as confidential to the other party has access in connection with the products, systems and services provided under this Agreement, and (3) trade secrets as defined under applicable state or federal law, will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement (collectively defined as "Confidential Information"). The parties agree and acknowledge that JAG deems the System a trade secret and otherwise Confidential Information. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and unauthorized use and to protect the confidentiality of Confidential Information.

(b) Each party agrees that it will not at any time, without the express written permission of the disclosing party, disclose the Confidential Information directly or indirectly to any third person, except to its employees of who have expressly agreed in writing to be bound by the terms of this Agreement and have a need to know. Licensee is an entity subject to the Georgia Open Records Act and is required to disclose information unless exempted by law. Confidential Information shall not include information that is: (1) already in the public domain; (2) becomes generally known or available by publication, (3) discovered or created by either party independent of this Agreement; (4) otherwise learned by a party through legitimate means other than from the other party or anyone connected with the other party; or (5) required to be disclosed subject to law.

(c) Each party's obligations with respect to the Confidential Information shall continue for the Term of this Agreement and end two years following termination of this Agreement; *provided, however*, that in the event that such Confidential Information constitutes a trade secret, each party's obligations with respect to such Confidential Information shall continue until such Confidential Information no longer constitutes a trade secret, if the reason such information no longer constitutes a trade secret is not the fault of Licensee.

(d) Upon termination or expiration of this Agreement, Licensee will cease using the System and each party shall return to the other all of the other party's Confidential Information in its possession. JAG shall work cooperatively with Licensee to provide data and/or reports as reasonably requested by Licensee regarding the System provided hereunder prior to the date of termination or expiration of this Agreement.

9. Disclaimer of Warranties.

(a) Licensee acknowledges and understands that use of the product is at Licensee's sole risk. The System, and any related products or services provided by JAG hereunder are being provided "AS IS" and Licensee acknowledges and agrees that except as provided in Section 9(b), JAG assumes no responsibility for the timeliness, deletion, mis-delivery or failure to update or store any business or personal information, user communications or settings obtained directly from Licensee or a third party. Furthermore, except as provided in Section 9(b), the System is licensed without warranty, including, but not limited to, express and implied warranties of merchantability and fitness for a particular purpose, and Licensee does not warrant that the functions contained in the product are suitable for Licensee's use or that the operation of the product will be uninterrupted or error-free, or that defects in the product will be corrected. No oral or written information or advice given by JAG shall create a warranty other than that warranty specified in subsection (b).

(b) Except as specified herein, JAG warrants and represents that during the Term of the Agreement: (1) the services will be performed in a manner that meet or exceed prevailing standards in JAG's industry. Such standards shall include, at a minimum, the Functional Standards for Automated Case Management Systems developed by the American Probation and Parole Association and any standards provided for by the Board of Community Supervision; (2) JAG shall utilize industry standard technology at all times during the initial term and any renewal terms of the agreement; (3) JAG shall protect the service, databases, and Licensee data with firewalls and appropriate safeguards that are consistent with current industry standards and which allow for future security upgrades as the parties deem appropriate or required; (4) that the software and/or service provided under this agreement shall not contain viruses, code, programming instruction, or set of instructions that is intentionally construed to damage, interfere with or otherwise adversely affect operation of Licensee equipment, data or programs; and (5) that the service and associated servers are located strictly in the continental United States and will not be outsourced outside of the continental United States without Licensee's prior written consent.

10. Limitation of Liability. Neither party shall have any liability hereunder for indirect, special, consequential (including lost profits, increased personnel costs or business interruption) or other similar damages, even if the affected party has been advised of the possibility of such damages.

11. Term; Termination.

(a) The term ("Original Term") of this Agreement shall be for a period of two (2) years, unless sooner terminated as provided herein.

(b) This Agreement will renew under identical terms for an additional one (1) year after expiration of the Original Term, plus any extensions, unless either party notifies the other party no later than ninety (90) days prior to the expiration of the Original Term.

(c) This Agreement may be terminated with cause or for convenience at the election of Licensee and only after proper written notice. (1) A "cause" termination shall be only upon the breach by JAG of any term or condition of this Agreement. Proper written notice for a cause termination shall specify the reason for the election to terminate and the effective date of such termination, which shall be thirty (30) days after the date of notice and only effective upon JAG's failure to remedy that breach within thirty (30) days after receipt of notice for such breach. For purposes of this Agreement, "cause" is defined as follows: (i) the failure, neglect or refusal by JAG to perform any obligation assigned hereunder; or (ii) any willful, intentional or grossly negligent act by JAG having the effect of materially injuring the reputation or business of Licensee. This Agreement may be terminated for convenience of the Licensee by giving sixty (60) days written notice of the intent to terminate for convenience.

(d) This Agreement may only be terminated with cause at the election of JAG upon the breach by Licensee of any term or condition of this Agreement. Termination requires proper notice. Such notice shall specify the reason for the election to terminate and the effective date of such termination, which shall be thirty (30) days after the date of notice and only effective upon Licensee's failure to remedy that breach within thirty (30) days after receipt of such notice. For purposes of this Agreement, "cause" is defined as follows: (i) the failure, neglect or refusal by Licensee to perform any obligation assigned hereunder; or (ii) any willful, intentional or grossly negligent act by Licensee having the effect of materially injuring the reputation or business of JAG.

12. General Provisions.

12.1 Relationship; Assignment. The individual executing this Agreement on behalf of Licensee represents that he or she has authority to do so. This Agreement shall be binding on the parties and their successors and permitted assigns. Neither party shall assign, transfer or delegate any of its obligations under this Agreement, or any part thereof, nor any rights or duties hereunder, whether by operation of law or otherwise, without the prior written consent of the other party; *provided however*, that if JAG is a party to a merger, acquisition, sale of all or substantially all of its assets, or other substantial change in control or ownership, the Licensee shall be given notice and the right to approve any assignment but the Licensee agrees that approval will not be unreasonably withheld.

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party nor any of its employees or agents will be construed to be the agent, the employer, or representative of the other party. Neither party has any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

No relationship is created between JAG and the individual offenders whose probation is being managed by Licensee through use of the System.

12.2 Notification of Incidents and Notices.

(a) Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement. Both parties agree to cooperate with each other as may be necessary to resolve such matters.

(b) All notices and communications related to this Agreement must be in writing or fax and will be deemed given (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal, (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, or upon receipt when sent by an overnight courier service of recognized reputation addressed as follows or to such other person and/or address as the party to receive may designate by notice to the other.

Judicial Alternatives of Georgia, Inc.
PO Box 1758
Thomasville, Georgia 31799
Attn: Tim Donovan
(706) 681-5349

Licensee: Probation Department
Name: Effingham County Probation Department
Address: 902 North Pine Street
Springfield, Georgia 31329

Phone: 912-754-4155
Fax: 912-754-

12.3 Governing Law; Venue This Agreement is deemed to have been made and will be construed and interpreted in accordance with the laws of the State of Georgia and the parties agree to the jurisdiction and venue of the state and federal courts located in Dougherty County, Georgia.

12.4 Injunctive Relief. In the event of breach of Paragraph 8 by either party, the non-disclosing party shall be entitled to equitable relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.

12.5 Public Announcements. Neither party shall disclose to any third party the terms and conditions of this Agreement hereunder, except for the existence of the Agreement itself, without the prior written approval of the other party, or unless required by Georgia Open Records Act or other law or a court of competent jurisdiction; *provided, however*, that Licensee shall permit the publication of and assist with the drafting of a JAG press release announcing the use of the System.

12.6 Survival of Certain Provisions. Sections 1, 2.3, 7, 8, 9, 10, 12 and 13 shall survive the expiration or termination of this Agreement.

12.7 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

12.8 Entire Agreement; Modifications. This Agreement, consisting of all of the pages of this instrument, together with all of the Schedules hereto, sets forth the entire, final and exclusive agreement among the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of the parties to this Agreement. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Agreement or any amendments based on course of dealing, waiver, reliance, estoppel or other similar legal theory.

12.9 Compliance. During the term of this Agreement, the parties agree each will comply with any and all laws, rules, regulations, and licensing requirements that are now or hereafter promulgated by any local, state, and federal governmental authority or agency that governs or applies to their respective duties and obligations hereunder and with any and all rules and/or standards that are now or hereafter promulgated by any accrediting or administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards").

12.10 Nondiscrimination. The parties agree that in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, sexual orientation, disability or national origin.

12.11 Liquidated Damages. JAG agrees to pay as liquidated damages to the Licensee the sum of \$100 for each consecutive full calendar day Licensee does not have access to the Services following implementation and go-live. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract. The liquidated damages set forth above are not intended to compensate Licensee for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Licensee from recovering other damages in addition to the payments made hereunder which Licensee can document as being attributable to the documented JAG failures. In addition to other costs that may be recouped, Licensee may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

13. Indemnification.

Any indemnification obligations of either party shall be in accordance with the laws of the State of Georgia.

14. Georgia Security and Immigration Compliance Act Affidavit.

By submitting a proposal and executing the attached Affidavits, JAG verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the Effingham County Probation Department, has registered 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 US. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. JAG further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with the Effingham County Probation Department, JAG will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit, Section V D-2. JAG further agrees to maintain records of such compliance and shall provide a copy of each such verification to the Effingham County Probation Department, at the time the subcontractor(s) is retained to perform such services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

JUDICIAL ALTERNATIVES OF GEORGIA, INC.

LICENSEE: PROBATION DEPARTMENT

By: Tim Donovan

By: Wesley M. Corbitt

Date: MAY 24, 2021

Date: May 18, 2021

Print: TIM DONOVAN

Print: Wesley M. Corbitt

Title: CO-OWNER, JAG PROBATION

Title: Chairman

Address: P.O. Box 1758
THOMASVILLE, GA 31799

Address: 601 North Laurel Street
Springfield, GA 31329

Phone: (706) 681-5349

Phone: (912) 754-2123

Email: tdonovan@jagprobation.com

Email: wcorbitt@effinghamcounty.org

SCHEDULE A

FEE SCHEDULE

1. Monthly fee is **\$1.00/managed case/month** beginning on the initial date of service and ending on ____/____/____. Total managed (worked) cases for a particular month are determined by the average daily number of managed cases in the System for a particular month. JAG will calculate and provide documentation of the managed cases by the 10th day of the following month. Payment of fee is due by the 5th day of the following month. Additionally, payment may be submitted annually, quarterly, or monthly.
2. In the event the customer/client's caseload is **below two hundred and fifty (250) cases**, the minimum monthly payment for utilizing the management system will be at a rate of **\$250 per month**.
3. In the event the Effingham County Probation Department would like to **utilize the text messaging option and the Automated Phone Calls** to communicate with probationers the monthly fee is **\$100.00 per month**.
4. **Initial Installation Fee is \$1,000.00** this includes installation of receipt printers and cameras if needed, training, travel-lodging and implementation of the probation management system.
5. In the event Probation Department decided to discontinue use of the software management system a sixty (60) day written notice will be required.