

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **My Justice Portal**

Wording For Agenda: **Agreement with My Justice Portal**

This Request: **Informational Purposes Only** **Needs Action by Commissioners* Yes**

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **08/08/2025**

Has the County Attorney review been completed? **No, still reviewing final revisions as of 08/25/2025**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



MY JUSTICE PORTAL LICENSE AGREEMENT

This My Justice Portal License Agreement (this "**Agreement**") is entered into as of September 5th, 2024 (the "**Effective Date**") by and between My Justice Portal LLC, a Georgia limited liability company (the "**Company**"), and Walton County, Georgia (the "**Customer**"). The Company and the Customer may be referred to herein, individually, as a "**Party**", or collectively, as the "**Parties**".

WHEREAS, the Company provides a secure portal for inmates to facilitate meaningful representation through privileged communication and access to the courts, rules, bondspeople, and counsel (such portal and the services therein, the "**My Justice Portal**" or the "**Portal**"); and

WHEREAS, the Customer desires to obtain a license for it and its Authorized Users (as defined below) to access and use the My Justice Portal, on a subscription basis, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Customer agree as follows:

1. **Definitions.** In addition to the terms otherwise defined in this Agreement or an Order Form, the following terms have the definitions below:

"Access Credentials" means any username, identification number, password, facial recognition, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Portal.

"Affiliates" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests then outstanding.

"Authorized Users" means the correctional facility administrators, intake officials and other authorized individuals who are provided access to the Portal by the Customer and an account to access the same.

"Customer Data" means any data, documents, information, code, content, materials, writings, or anything of a similar nature, that is uploaded, posted, published, transmitted, stored, or otherwise made available through or connected to the Customer's or its Authorized Users' use of the Portal, regardless of whether it is stored in the Company's or the Customer's database, server, or environment.

"Documentation" means the documentation that is provided to the Customer that describes the then-current specifications, functions, and features of the Portal, in any form.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent any Person from accessing or using the Portal as intended by this Agreement (except in order to comply with

applicable Law and to comply with and enforce the terms of this Agreement and that the Company further install and utilize disabling devices to restrict access to the Portal to enforce the terms of this Agreement and any restrictions the Customer or its Authorized Users may have otherwise agreed).

"Intellectual Property Rights" means all rights arising from or relating to: (a) patents and patentable subject matter; (b) trademarks, service marks and other trademarkable subject matter; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, know-how, general knowledge, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial rights, intellectual property rights and other rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Law of any jurisdiction throughout in any part of the world, including all property protected by such rights.

"Law" means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority or self-regulatory organization applicable to such Person.

"Marks" means service marks, trademarks, trade names, logos, and any modifications to the foregoing.

"Order Form" means an applicable order form entered into in connection with this Agreement, the form of which is attached hereto as Schedule A, setting forth, among other things, the Subscription Term of the License and the applicable Subscription Fees.

"Person" means any individual, corporation, partnership, trust, unincorporated association, business, or other legal entity, and any government or any governmental agency or political subdivision thereof.

"Third Party" means any Person who is not the Company, the Customer, or an Authorized User.

"Updates" means repairs, enhancements, or the addition of new features to the Portal by the Company.

2. Portal License.

2.1 *License Grant.* Subject to the terms and conditions of this Agreement and any applicable Order Form, and solely during the Subscription Term set forth in the applicable Order Form, the Company hereby grants to the Customer and its Authorized Users a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 12.3) license to access and use the Portal (and the Documentation) for the purposes described in the Documentation and no other purposes (the ***"License"***). Additional limitations may be set forth in the applicable Order Form.

2.2 *Portal Capabilities Under the License.* Under the License, the Portal provides an avenue for the Customer's inmates to (i) search for, inquire, and, as applicable, secure legal representation from a licensed attorney, whereby the Portal, (ii) via messaging and other communications features as authorized and enabled by the Customer and their Tablet Provider, allows for communications between an inmate and an approved, registered attorney. Additionally the Portal provides inmates (iii) certain case management capabilities, including, but not limited to, the ability for inmates to receive, store, and fill out and send/transmit certain legal and case-related documents and forms directly to and from, as the case may be, an attorney registered on the Portal, and; (iv) the ability for inmates to create and save certain case-related notes; Further, under the License,

the Portal is capable, at the Customer's election and, as applicable, pursuant to the Customer obtaining such requisite third-party licenses and/or approvals, of providing (v) the ability for inmates to access and utilize the various features of certain third-party legal research platforms, such as, by way of example, LexisNexis, Westlaw, and/or FastCase (the "**Law Library**"); and (vi) the ability for inmates to request and receive, certain legal research information, such as various statutes and case law, whereby such legal research is conducted by a third-party provider, specifically, Legal Research Associates (the "**Legal Research Assistance**"). For the avoidance of doubt, the Customer shall solely be responsible for obtaining any required third-party licenses, and paying all corresponding license/access fees, in order to allow for its inmates to lawfully access and use the Law Library, and Legal Research Assistance, and upon the Customer's election, the Company's agrees to integrate/incorporate such elected features within the Platform for its use by the Customer's inmates.

2.3 Restrictions on Use.

(a) The Customer will not, and will not permit any other Person under Customer's direct control, to:

(i) License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit the Portal;

(ii) Disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from the Portal, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, functions, or graphics of the Portal in order to: (1) build a competitive product or service; or (2) build a product using similar features, functions, or graphics of the Portal;

(iii) Modify, remove, or obstruct any proprietary rights statement or notice, any warranties, disclaimers, or other notices, or any Marks that are contained within the Portal;

(iv) Input, upload, transmit, store, or otherwise provide to or through the Portal any materials: (1) which are infringing, unlawful, or tortious; or (2) contain, transmit, or activate any Harmful Code;

(v) Bypass or breach, or attempt to bypass or breach, any security mechanism on the Portal, or otherwise attempt to gain unauthorized access to the Portal or its related systems or networks or permit Third Parties to access the Portal;

(vi) Challenge, or cause, induce, authorize, or assist any Person to assert ownership of or challenge, the validity, ownership, use, or registration of any Intellectual Property Rights in and to the Portal or the Documentation;

(vii) Under or in connection with any part of this Agreement or its subject matter, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of the Company or other right of any Person, or violates any applicable Law, including data protection and privacy Laws; or

(viii) Use the Portal in a way that: (1) contravenes or violates applicable Law; (2) could materially harm the functionality or performance of the Portal; (3) may be offensive, profane, obscene, or libelous; or (4) otherwise fails to comply with this Agreement, the applicable Order Form, or the Documentation;

(b) The Customer agrees to comply with all applicable local, state, national, and foreign Laws, treaties, and regulations in connection with the Customer's and its Authorized Users' use of the Portal, including those related to data privacy and legal privileges (including attorney-client privilege).

~~(c) The Customer is responsible for any breach of this Agreement by its Authorized Users.~~

~~(d)(c)~~ The Customer agrees that it will promptly notify the Company of any violation or suspected violation of this Section 2.3 and shall use commercially reasonable efforts to prevent any threatened violation and otherwise mitigate the results of any violation.

2.4 Account Activation. The Company will provide the Customer its own, unique account (a "**Master Account**"). The Customer also acknowledges and agrees that each Authorized User must create their own, unique account, or, in the case of Authorized Users who are inmates, the Customer will create such an account on their behalf, to access and utilize the Portal (each, an "**Authorized User Account**"). The Customer further agrees that the Customer and each Authorized User will: (a) provide true, accurate, current and complete information as prompted by the registration form; (b) maintain and promptly update the data with which it registered to ensure the information is always true, accurate, current, and complete; (c) immediately inform the Company of any unauthorized use of its Account or any other breach of security; and (d) exit from its Account at the end of each session. The Customer is fully responsible for all activities performed on or through its Master Account and all Authorized User Accounts.

2.5 Access Credentials; Unauthorized Access. The Customer and the Authorized Users will create or be provided all necessary Access Credentials contemporaneously with the activation of their Account. The Customer and its Authorized Users are responsible for maintaining the confidentiality of their Access Credentials. The Customer and Authorized Users shall only access the Portal using their individual Access Credentials. The Company will not be liable for any loss that the Customer or any Authorized User incurs as a result of unauthorized use of Access Credentials, either with or without the knowledge of the Customer or the applicable Authorized User; nor shall the Company be liable or responsible for any unauthorized access or misuse of the Portal by the Customer or any Authorized User. The use of the Accounts is subject in all instances to the *My Justice Portal Terms of Services*, as may be in effect and modified from time to time in accordance with the terms thereof (the "**Terms of Service**"). In the event of any conflict with the Terms of Service and the terms of this Agreement, the Terms of Service will control with respect to actual use of the Accounts.

2.6 Inmate Account Setup and Use. The Customer acknowledges that it is responsible for set-up of all inmate accounts and the verification of profiles upon reentry at the Facility. The Company will in no event be responsible for any inaccuracies or failures to verify or other issues related to inmate account activation. All use of the Portal by inmates will be subject to the Terms of Service. Without limiting the foregoing, the Customer agrees to use reasonable efforts to ensure that the Portal is not being used by such persons in a manner that would violate the terms of this Agreement or the Terms of Service.

2.7 Third Party Materials. The Portal may include, incorporate, utilize or work with other software, including certain open-source software tools, applications, content, data or other materials, including related documentation, that are owned by a Third Party and that are provided to the Customer on license terms that are in addition to and may be different from those contained in this Agreement ("**Third-Party Licenses**"). A list of such Third-Party Licenses will be provided upon the Customer's reasonable request. The Customer agrees to be bound by and shall comply with all Third-Party Licenses. Any breach by the Customer or any of its Authorized Users of any Third-Party License shall be considered a breach of this Agreement as well.

2.8 Technical Requirements. The Customer will be solely responsible for the operation, management, and maintenance of its hardware and related electronic equipment, systems, databases, networks, software, and internet access to be able to access and use the Portal ("**Customer Systems**"). The Company neither

represents nor warrants that the Portal will be accessible through all browser releases or all versions of tablets, smartphones, or other computing devices or that the Portal will be able to be integrated with or within the Customer's own application(s), in any case, except as may be expressly set forth on the applicable Order Form. The Company is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer Systems.

2.9 Suspension of Portal. Any use of the Portal in violation of the Agreement by the Customer that, in the Company's reasonable judgment, threatens the security, integrity, or availability of the Portal may result in the Company immediately suspending the Company's access to the Portal; however, the Company will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. The Company may further suspend access to the Portal, immediately, if: the Company receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires the Company to do so.

3. Additional Services.

3.1 Maintenance. The Customer acknowledges that certain maintenance activities regarding the Portal may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new services. The Company will use reasonable efforts to: (i) give the Customer advance notice of any maintenance activities which are expected to materially impact access to and use of the Portal; and (ii) perform routine scheduled maintenance during non-business hours.

3.2 Updates. The Company has sole discretion to issue periodic updates, upgrades, new releases, adaptations, bug fixes, patches, workarounds, and other error corrections with respect to the Portal ("**Updates**"). The Customer agrees that the Company has no obligation to provide any Updates or to continue to provide or to enable any particular features or functionality, *provided however*, that the Company agrees not to discontinue or diminish any material features or functionality of the Portal during the Subscription Term unless the Update is material to the continued proper functioning of the Portal. To the extent that the Customer has control over upgrades and updates within its own instance of the Portal or on the Customer's own devices or applications, the Customer agrees to promptly install and make use of all Updates and acknowledge and agree that the Portal may not properly operate should the Customer fail to do so. The Customer further understands and agrees that all Updates will be deemed part of the Portal and be subject to all terms and conditions of this Agreement.

3.3 Beta Features. The Company may, at its sole discretion, make certain services or features available to the Customer through the Portal on a test basis which will be clearly designated as beta, pilot, limited release, non-production, or by similar description (a "**Beta Release**"). Notwithstanding anything to the contrary in the Agreement, the Customer acknowledges and agrees that Beta Release is provided on an "as is" and "as available" basis without any liability and indemnity obligations, warranty, support, maintenance, or service level obligations of any kind. The Company does not guarantee that future versions of a Beta Release will be released or that future versions will be substantially similar to the current Beta Release. The Company may terminate the Customer's right to use a Beta Release at any time for any reason.

3.4 Support Services. Subject to the terms and conditions of this Agreement, the Company will maintain and support the Portal on a "best effort" and an "as needed" basis during the term of the applicable Order Form, at no additional charge to the Customer.

4. Customer Data.

4.1 Company's Acknowledgments. The Company acknowledges and agrees that the Customer, and its Authorized Users, such as in the case of inmates who are Authorized Users, exclusively owns all right, title, and interest in and to all Customer Data, in any form or medium, that is uploaded, posted, published, transmitted,

stored, or otherwise made available through the use of the Portal. The Company will not: (a) disclose Customer Data except as compelled by Law (subject to Section 8.3); or (b) access Customer Data except as necessary to provide the services available through the Portal to the Customer, to prevent or address service or technical problems, to assist the Customer in complying with applicable Law, at the Customer's request, in connection with support matters, or as expressly permitted elsewhere in this Agreement or an Order Form.

4.2 Customer Obligations. The Customer shall be solely and exclusively responsible for Customer Data that it utilizes in conjunction with its use of the Portal, and the Company has no responsibility for verifying or maintaining the same (all of which shall be sole responsibility of the Customer). Accordingly, the Customer is solely and exclusively responsible for ensuring that: (a) it has all of the rights, licenses, and privileges that are required for all Customer Data that it uploads, posts, publishes, transmits, stores, or otherwise makes available through the use of the Portal; and (b) no portion of the Customer Data is unlawful or infringes upon the rights of any Third Party. At no time shall the Company be responsible for the accuracy, availability, correctness, timeliness, or any other quality of or concerning the Customer Data that the Customer uploads to, utilizes within, or that is transmitted through, the Portal, or otherwise provides to the Company. Further, the Company shall have the right, at its sole discretion, to restrict, limit, or reject the storage or transmission of any Customer Data and to remove any Customer Data that has previously been uploaded or transmitted to the Portal, if the Company reasonably believes that such Customer Data or the Customer's use thereof is in violation of the terms of this Agreement or the Law. The Company is not responsible for any changes, additions, or deletions of or to the Customer Data made by the Customer or its Authorized Users.

4.3 Customer Data License; Privacy Policy. During the Term, the Customer grants to the Company a non-exclusive, non-transferable, non-assignable (except as set forth in Section 12.3), worldwide, royalty free, fully paid license to access and use Customer Data to provide the services available through the Portal to the Customer and to monitor, develop, and improve the Portal. The Company may monitor the Customer's use of the Portal and the data collected therein, which may include reviewing Customer Data collected by or stored in the Portal as necessary to ensure compliance with applicable Law and with the terms of this Agreement. The Company's use of Customer Data (and Anonymized Data and Customer Usage Data (each as defined below)) will be subject to the *My Justice Portal Privacy Policy*, as may be in effect, and amended by the Company, at its sole discretion, from time to time, the terms of which are incorporate herein by reference, as applicable.

4.4 Aggregated Data Use. The Customer agrees that the Company may use, reproduce and disclose Customer Data that is anonymized, de-identified, or is otherwise not reasonably associated or linked to the Customer or its Authorized Users or any other identifiable individual person or entity ("*Anonymized Data*") for product and service improvement and other purposes consistent herewith. This right to use Anonymized Data will survive termination of this Agreement.

4.5 Customer Usage Data. The Customer acknowledges and agrees that the Company may, directly or indirectly, including through the services of Third Parties, collect and store information and data in connection with the Customer's and its Authorized Users' use of the Portal and about equipment on which the Portal is installed or through which it otherwise is accessed and used (the "*Customer Usage Data*"). The Company may collect such information and data through means including: (a) the Customer's access and use of the Portal; and (b) the provision of services through the Portal. The Company may access, use, and provide Third Parties with access to and use of the Customer Usage Data for the following enumerated purposes: (i) making the Portal functional and usable for the Customer and its Authorized Users; (ii) providing the Customer and its Authorized Users with the services available through the Portal; (iii) improving the performance of the Portal; (iv) developing Updates, new versions, and new service offerings; and (v) verifying the Customer's and its Authorized Users' compliance with the terms of this Agreement and enforcing the Company's rights, including all Intellectual Property Rights in and to the Portal.

4.6 Customer Data Backups. Notwithstanding that the Company may from time to time perform data backups in the ordinary course of business, the Portal does not replace the need for the Customer to maintain regular data backups or redundant data archives with respect to Customer Data. THE COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

4.7 Confidentiality of Inmate Data. The Customer agrees that any data uploaded, sent, received, posted, published, transmitted, stored to, by, or through the Portal by inmate users shall be deemed confidential information of such user and thus may not be accessed, viewed, utilized, or disseminated by the Customer or any personnel of the Customer. In the event the Customer gains access to any such data, the Customer shall immediately notify the Company and shall not otherwise download, view or utilize such data.

5. Intellectual Property Ownership.

5.1 Ownership. Except for the limited right to access and use the Portal under this Agreement and the applicable Order Form, the Customer acknowledges and agrees that, as between the Parties, the Company, or its licensors, as the case may be, has and will retain any and all right, title, and interest in and to the Portal, the services provided therein, and any underlying software and code, as well as all derivative works made by any person or entity based upon any of the foregoing, including all Intellectual Property Rights associated with the foregoing. Any customizations or other modifications of the Portal or any of its features (and all Intellectual Property Rights associated with the foregoing) will be owned exclusively by the Company.

5.2 Use of Marks. Each Party may be the owner of certain Marks. For the Term of this Agreement, each Party hereby grants to the other Party respectively a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 12.3) license to use their Marks exclusively in connection with the performance of its obligations and exercise of its rights in connection with this Agreement and the promotion of the Portal in connection with the Customer. Each Party will retain all ownership rights in and to its Marks, and this license does not transfer or assign an ownership right to the other Party. All use of the Marks will conform to any usage guidelines provided by the owning Party and subject to prior written approval of the owning Party, which such approval will not be unreasonably withheld, conditioned, or delayed (and provided that such approval shall not be required in respect of publications issued in accordance with Section 12.5). All goodwill associated with use of the Marks will inure to the benefit of the owning Party. Neither Party will challenge, or cause, induce, authorize, or assist any Person to challenge, the validity, ownership, use, or registration of any Intellectual Property Rights in and to the other's Marks, or take any action in derogation of the other's Marks, including by using, licensing, or applying to register any mark that is identical or substantially similar to any of the other's Marks.

5.3 Feedback. If the Customer provides the Company with any feedback or suggestions about the Portal or the Company's business operations (the "**Feedback**"), the Company may use the Feedback without obligation to the Customer, and the Customer irrevocably assigns to the Company all right, title, and interest in and to the Feedback.

5.4 No Transfer. Except as set forth herein, this Agreement does not transfer to either Party any rights of ownership in, or related to, any Intellectual Property Rights of the other Party.

6. Fees and Payment Terms.

6.1 Fees. In consideration of the grant of the License for the Subscription Term, the Customer shall pay the Company the subscription fees (the "**Subscription Fees**") and other fees set forth on the applicable Order Form, in accordance with the terms and schedule set forth thereon.

6.2 Payment. The Customer will pay all Subscription Fees in U.S. Dollars, on or prior to the due date for the same set forth in the applicable Order Form, or, absent any specified due date, then within thirty (30) days after the date of the invoice therefore, in all cases, without deduction, setoff, defense or counterclaim for any reason. All Subscription Fees are final and are non-refundable for any reason, except as expressly set forth elsewhere in this Agreement or the applicable Order Form.

6.3 Late Payment. The Customer will pay interest, at a rate equal to the lesser of one and one half percent (1.5%) per month (or part thereof) or the maximum legal rate permitted, on the amount (other than amounts disputed in good faith in accordance with Section 6.4) shown on any invoice that is paid later than the due date in addition to all reasonable costs of collection incurred by the Company (including attorney fees). If failure in payment continues for more than ten (10) days, the Company may suspend access to the Portal until all owed amounts have been paid in full. The foregoing is without limitation to any other remedies available to the Company for late payment.

6.4 Billing Disputes. ~~The Customer shall review and approve all invoices within five (5) business days of receipt and shall not unreasonably withhold approval or raise dispute except in good faith. All good faith billing~~ disputes must be set forth in writing and the Customer shall otherwise timely pay all undisputed portions of any invoice. ~~If disputes are not raised within such aforementioned period, such disputes will be deemed waived except with respect to clerical errors.~~

6.5 Price Changes. Unless and except as otherwise agreed to in the applicable Order Form, the Subscription Fees for any renewal periods will be increased by three percent (3%) from the preceding contract year (the "*Annual Increase*"). Without limiting the foregoing, the Subscription Fee is subject to increase at any time in the event the Average Daily Inmate Population at given Facility is in excess of the allocation set forth in the applicable Order Form, as may be further described in such Order Form, at the sole discretion of the Company. Except as set forth in this Section 6.5, any changes to the Subscription Fees will take effect only upon the renewal of the Subscription Term and will be communicated in writing to the Customer in advance. Customer shall have the right to terminate this Agreement within thirty (30) days of any notice of a price increase.

6.6 Taxes. The Subscription Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, the "*Taxes*"). The Customer is responsible for paying all Taxes associated with its purchases under this Agreement and any Order Form. If the Company has the legal obligation to pay or collect Taxes for which the Customer is responsible under this Section 6, including for Subscription Fees previously invoiced, the Company will invoice the Customer and the Customer shall pay that amount promptly (unless the Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority).

7. Term and Termination.

7.1 Term. The term of this Agreement (the "*Term*") shall begin on the Effective Date and continue for three (3) years. Thereafter, the Agreement shall automatically renew on the same terms and conditions for successive additional one (1) year terms, unless notice is given by any Party to the other Party of non-renewal at least thirty (30) days prior to the expiration of the then applicable term; or until earlier terminated by the Parties under Section 7.2. If there are any active Order Forms existing under this Agreement as of the expiration or termination of this Agreement, the Term of this Agreement will continue with respect to the outstanding Order Forms until expiration, termination, or completion of each such Order Form.

7.2 Subscription Term. The License shall commence on the Start Date set forth in the corresponding Order Form and shall continue in effect for the period of time prescribed in the Order Form and shall automatically renew for consecutive periods of equal length (unless a different period is otherwise stated in the

Order Form), unless either Party provides the other Party notice of non-renewal at least thirty (30) days prior to the end of the then current term or until it is terminated in accordance herewith (the initial period together with any renewal periods, the "*Subscription Term*").

7.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Either Party may terminate this Agreement and any or all Order Forms, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(b) Either Party may terminate this Agreement and any or all Order Forms, effective upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) The Company may terminate this Agreement, effective upon written notice to the Customer, if the Company reasonably determines that further provision of the Portal would be (or would present a substantial risk) in contravention of any applicable Law or rule of any governmental unit or self-regulatory organization.

(d) The rights of termination established under this Agreement may be exercised with respect to this Agreement as a whole or in part with respect to one (1) or more facilities of the Customer covered under this Agreement. Termination of this Agreement with respect to any given covered facility will not be deemed to automatically terminate this Agreement with respect to any other facility.

(e) The Customer may terminate this Agreement for convenience and without penalty at any time upon 120 days' written notice. In such event, the Customer shall only be responsible for fees for periods during which Customer actually receives services pursuant to this Agreement. Any prepaid fees attributable to periods after termination of this Agreement will be refunded to Customer.

7.4 Effect of Expiration or Termination.

(a) Upon any expiration or termination of this Agreement, all applicable Licenses hereunder will expire. Upon expiration or termination of any individual Order Form, the License under such Order Form will expire. Upon any such expiration or termination, the Customer and its Authorized Users will immediately cease using the Portal and the Company will promptly terminate the Customer's access. The expiration or termination of any individual Order Form will not be deemed to automatically expire or terminate any other Order Form or this Agreement.

(b) Each Party shall return (or upon request destroy) all documents and tangible materials containing, reflecting, incorporating, or based on the Confidential Information of the other Party and reasonably available to such Party. In the event of termination by the Customer pursuant to Section 7.3(a) or Section 7.3(b) or termination by the Company pursuant to Section 7.3(c), the Customer shall be entitled to a pro rata refund of any pre-paid Subscription Fees.

7.5 **Survival.** Every provision of this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement, including provisions: (a) regarding each Party's treatment of Confidential Information; (b) regarding each Party's Intellectual Property Rights; (c) relating to the payment of Subscription Fees; (d) regarding indemnification obligations; (e) limiting or disclaiming a Party's liability; and (f) aiding in the interpretation of this Agreement.

8. Confidentiality.

8.1 **Confidential Information.** Without limiting the rights and obligations of the Parties under any confidentiality or non-disclosure agreement now or hereinafter in place between the Company and the Customer, all of which shall continue in full force and effect until they expire or are terminated pursuant to their respective terms, each Party (the "**Recipient**") acknowledges that the other Party (the "**Discloser**") has business, technical, or financial information relating to the Discloser's business which it has disclosed or may disclose in connection with this Agreement that is either marked as confidential or proprietary or that, given the nature of the information or the circumstances of the disclosure, reasonably ought to be considered to be confidential ("**Confidential Information**"), which includes the terms and conditions of this Agreement. The Company's Confidential Information includes non-public information regarding features, functionality, pricing, and performance of the Portal and services provided through the Portal, as well as all non-public user-visible aspects of the Portal. The Customer's Confidential Information includes Customer Data.

8.2 **Non-Use.** The Recipient will take at least those measures that it takes to protect its own Confidential Information, but never less than a standard of reasonable care. The Recipient agrees: (a) not to use any Confidential Information of the Discloser for any purpose except to perform its obligations or to exercise its rights under this Agreement; and (b) not to disclose any Confidential Information of Recipient to Third Parties, except to the Recipient's own employees, officers, agents, contractors, or other representatives ("**Personnel**") who have a legitimate need to know such Confidential Information in order to perform work in connection with this Agreement and who are subject to written confidentiality obligations as least as protective as those of this Agreement. Notwithstanding the foregoing, the Recipient will be liable for any violation of this confidentiality agreement by any of its Personnel.

8.3 **Exceptions.** The Discloser agrees that these confidentiality obligations and restrictions on use will not apply to any information that the Recipient can document: (a) is or becomes generally available to the public through no action or inaction of the Recipient; (b) was in its possession or known by it prior to receipt from the Discloser; (c) was rightfully disclosed to it without restriction by a Third Party; or (d) was independently developed without use of or reference to any Confidential Information of the Discloser. Nothing in this Section 8 precludes either Party from disclosing the other Party's Confidential Information as required by Law, provided that the Recipient: (i) gives the Discloser prior written notice sufficient to permit the Discloser to contest the disclosure or seek a protective order (or other confidential treatment); and (ii) reasonably cooperates with the Discloser (at the Discloser's expense) in limiting the disclosure. In addition, a Party may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to potential acquirers, merger partners, investors, and their personnel, attorneys, auditors, and investment bankers (solely in connection with the due diligence review of such Party and provided that the recipients of the disclosures are subject to confidentiality obligations as least as protective as those in this Agreement).

8.4 **Return of Confidential Information.** Except with respect to Customer Data, the return of which is addressed in Section 8.5, promptly following the earlier of: (i) the expiration or termination of this Agreement; or (ii) the request of the Discloser, Recipient will return to the Discloser, or, at the Discloser's option, destroy all Confidential Information of the Discloser that are in written, electronic, or other tangible form, including all copies, extracts, and derivatives of such Confidential Information. In addition, upon the request of the Discloser,

the Recipient will certify to the Discloser in writing the Recipient's and its Personnel's compliance with its obligations pursuant to this Section 8.4.

8.5 Return of Customer Data. The Company will retain and, upon request, make available to the Customer any Customer Data stored on the Portal or within the Company's local environment/servers through the Company's data storage services, as applicable. Such obligations will expire thirty (30) days following the termination of this Agreement, unless a longer period is required to comply with applicable Law (such period, the "**Holding Period**"). Following the Holding Period, the Company may delete all Customer Data in its possession.

8.6 Redundancy. Notwithstanding the foregoing, the Recipient may retain Confidential Information: (a) contained in electronic archives and backups made in the ordinary course of business; (b) that such Party is required by applicable Law to maintain; or (c) that such Party reasonably determines necessary to demonstrate to the other Party or any governmental authority the Recipient's compliance with this Agreement or any applicable Law; provided that all such Confidential Information retained will remain subject to the protections set forth herein for so long as it remains in the Recipient's possession or control. At such time the Recipient's basis for retaining such information pursuant to subsection (b) and (c) ceases to exist, the Recipient shall return or destroy such information as set forth above.

9. Representations & Warranties.

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity or governmental body or municipality under the Law of the jurisdiction of its incorporation or other organization or formation;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 Customer Representations and Warranties. The Customer represents and warrants that: (a) the Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of Customer Data that is submitted to, uploaded to, placed on, transmitted through, or monitored by the Portal; and (b) the provision and use of Customer Data as contemplated by this Agreement does not and will not violate any privacy policy, terms of use, or other agreement to which the Customer is a party or any Law or regulation to which the Customer is subject.

9.3 Company Representations and Warranties. The Company represents and warrants that the Portal will perform substantially in conformance with its Documentation under normal use and circumstances.

9.4 No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PORTAL AND SERVICES PROVIDED THROUGH THE PORTAL ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTHER THAN AS EXPRESSLY SET FORTH IN THIS

AGREEMENT, NONE OF THE COMPANY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR ITS OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS OR REPRESENTATIVES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WITH RESPECT TO THE PORTAL OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTY THAT USE OF THE PORTAL WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE PORTAL WILL BE CORRECTED, THAT THE OPERATION OF THE PORTAL WILL BE SECURE, THAT THE PORTAL'S FUNCTIONALITY WILL MEET THE CUSTOMER'S OR ITS AUTHORIZED USERS' REQUIREMENTS, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. Indemnification.

10.1 *Indemnification Obligations of Company.*

(a) The Company will defend, indemnify, and hold harmless the Customer and its respective directors, officers, managers, shareholders, members, employees, representatives, and agents (collectively, the "*Customer Indemnified Parties*") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses ("*Losses*") to the extent based upon or arising from any claim by any Third Party (each a "*Third Party Claim*") alleging: (i) that the Portal or the Customer's or its Authorized Users' access to or use thereof as permitted under this Agreement infringes, misappropriates, or otherwise violates any Third Party Intellectual Property Rights; or (ii) a breach of the Company's confidentiality obligations under this Agreement.

(b) Such indemnity pursuant to Section 10.1(a)(i), however, is specifically exclusive of any such claims to the extent they arise or result, directly or indirectly, from the Customer's: (i) unauthorized alteration of the Portal; (ii) any use of the Portal by the Customer that violates any Law; or (iii) violations of Section 2. In order to resolve any such Third Party Claim relating to Section 10.1(a)(i), the Company may, but is not obligated to: (1) modify or replace the Portal to make it non-infringing; (2) procure any rights necessary to provide the License; or (3) replace the Portal with work product that is materially equal in capabilities, capacity, performance, and ease of use but is non-infringing. If none of the foregoing remedies is available to the Company on commercially reasonable terms, the Company may terminate this Agreement and the Company will refund to the Customer a prorated portion of any prepaid Fees allocable to the period after such termination. THIS SECTION 10.1 STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY, REGARDING THE PORTAL'S INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

10.2 *Indemnification Obligations of Customer.* ~~The~~ To the extent allowed by law, the Customer will defend, indemnify, and hold harmless the Company and its respective directors, officers, managers, shareholders, members, employees, licensors, representatives, and agents (the "*Company Indemnified Parties*") from and against any and all Losses to the extent based upon or arising from Third Party Claims alleging: (i) unlawful, negligent, or intentional (mis)conduct by the Customer ~~or its Authorized Users~~; (ii) a breach by the Customer ~~or its Authorized Users~~ of the obligations under Section 2 or Section 9.3; or (iii) that the Customer's ~~or its Authorized Users'~~ access to or use or handling of the Customer Data violates any Third Party Intellectual Property Rights or the Law. ~~The~~ To the extent allowed by law, the Customer will further defend, indemnify, and hold harmless the Company Indemnified Parties from and against all Losses to the extent based upon or arising from a claim by or on behalf of any Authorized User alleging that the Company's operation and monitoring of the

Portal or access to or use or handling of the Customer Data (in accordance with the terms of this Agreement and applicable Law) or the Customer's access to or use or handling of the Customer Data (in any manner) violates any rights of any Authorized Users (including any legal privileges (including attorney-client privilege)) or Section 4.7 (each an "*Authorized User Claim*").

10.3 Procedure for Handling Indemnification Claims. As a condition to a Party's obligations under Sections 10.1 or 10.2, the Party being indemnified (the "*Indemnified Party*") will provide the Party providing the indemnification (the "*Indemnifying Party*") with: (a) prompt written notice of the Third Party Claim or Authorized User Claim (each a "*Claim*"), as applicable (provided that the failure to provide such notice will not relieve the Indemnifying Party of its obligations unless such failure prejudices its ability to defend the Claim); (b) sole control of the defense and settlement of the Claim (except that the Indemnified Party's prior written approval will be required for any settlement that requires any action, inaction, or admission by the Indemnified Party, requires the payment of any amount that will not be fully satisfied by the Indemnifying Party or does not include a complete release of claims against the Indemnified Party, such approval not to be unreasonably withheld, conditioned, or delayed); and (c) cooperation as reasonably requested by the Indemnifying Party at the Indemnifying Party's expense in connection with the defense of the Claim. The Indemnified Party may participate in any indemnified matter with counsel of its choosing at its own expense.

11. Limitation of Liability.

11.1 Exclusions of Liability. EXCEPT WITH RESPECT TO (A) BREACHES OF SECTION 2 OR 5.2; (B) BREACHES OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR (C) BREACHES OF SECTION 12.6, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ~~OR ANY OTHER PERSON OR ENTITY~~ FOR LOSS PROFITS OR REVENUE, LOSS OF GOODWILL, BUSINESS OR OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 Maximum Liability. THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES RECEIVED BY THE COMPANY FROM THE CUSTOMER IN THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO: (A) BREACHES OF SECTIONS 2, 5, OR 9.3; (B) THE CUSTOMER'S OBLIGATION TO PAY THE SUBSCRIPTION FEES; (C) INTENTIONAL MISCONDUCT OF A PARTY; (D) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR (E) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

12. Miscellaneous.

12.1 Further Assurances. On a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

12.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.3 Assignment. The Customer may not assign this Agreement or any of its rights or obligations hereunder to any other Person without the prior written consent of the Company. The Company may assign this Agreement to any third party without the consent of or prior notice to the Customer; provided that the Company will endeavor to provide notice of any such assignment as soon as practicable. Any attempted assignment in violation hereof will be voidable at the sole discretion of the Company.

12.4 No Third-Party Beneficiaries. Except that the Indemnified Parties are intended third party beneficiaries of Section 10, this Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

12.5 Publicity. The Customer expressly grants the Company the right to identify the Customer as its customer (or prior customer) on the Company's website and in its advertising and promotional materials.

12.6 No Disparagement. From and after the Effective Date, neither Party will, directly or indirectly, on its own behalf or on behalf of any other Person, publish, utter, broadcast or otherwise communicate any information, misinformation, comments, opinions, remarks or any other form of communication, whether oral, written, audio-visual – live or pre-recorded – regardless of its believed truth, to any person or entity, which is adverse to, reflects unfavorably upon or tends to disparage the other Party. The foregoing will not be deemed to restrict either Party from making any truthful statements in response to any applicable court order or other request for disclosure by any governmental agency with competent jurisdiction.

12.7 Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12.7):

To Company:

Address: 12850 Hwy 9, Suite 600-235, Alpharetta, GA, 30004, USA

Email: mikemanning@myjusticeportal.com

Attention: Michael A. Manning

To Customer:

Address: -350 Georgia Avenue, Monroe, Georgia 30655

Email: swhisnant@co.walton.ga.us

Email: swhisnant@co.walton.ga.us

Attention: Scott Whisnant

Notices sent in accordance with this Section 12.7 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business

hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

12.8 Interpretation. For purposes of this Agreement: (a) the words "include", "includes", and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice-versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (i) to sections, exhibits, attachments, and appendices mean the sections of, and exhibits, attachments, and appendices attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.9 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not impact any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10 Amendment and Modification. No amendment to or modification of, or rescission, termination, or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to, or rescission, termination, or discharge of, this Agreement and signed by an authorized representative of each Party.

12.11 No Waiver. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.12 Force Majeure. Neither Party will be liable for any failure or delay in the performance of any of their respective obligations (other than confidentiality obligations, payment obligations, and indemnification obligations) if prevented from doing so by a cause or causes beyond its reasonable control (a "*Force Majeure Event*"). Without limiting the generality of the foregoing, Force Majeure Events include fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of Third Parties, and internet slow-downs or failures. The Parties will use reasonable efforts to mitigate the impact and duration of all Force Majeure Events.

12.13 Special Terms for Governmental Entities. If the Customer is a United States governmental entity, the Customer agrees that the Portal and the Documentation will be deemed "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal

Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Portal or Documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

12.14 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal Law of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the Law of any jurisdiction other than those of the State of Georgia. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the licenses granted hereunder must be instituted exclusively in the federal courts ~~Superior Court of the United States or the courts of the State of~~ Walton County, Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such courts ~~court~~ in any such suit, action, or proceeding. ~~Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.~~

~~**12.15 Disputes; Arbitration.** Any Action arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof, upon the request of any Party involved, shall be submitted to, and settled by, arbitration, before one (1) arbitrator, by remote means if available, or if not available, in Atlanta, Georgia, in accordance with its then current general comprehensive Arbitration Rules and Procedures (available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>). The arbitrator shall determine arbitrability. Each Party will bear their own fees and expenses with respect to any arbitration. The arbitrator shall apply the applicable substantive law in deciding the Actions at issue. Actions shall be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the Actions as provided by Law. The decision or award of the arbitrator shall be final and binding upon the Parties. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, any such provision shall be severed, and the remainder of this arbitration agreement will be given full force and effect. By signing this Agreement, each Party acknowledges and agrees that it has read this arbitration agreement carefully and is bound by it.~~

12.16 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER.

12.17 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5.2, Section 8 or Section 12.6 or, additionally in the case of the Customer, Section 2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. The Company may further install and utilize disabling devices to restrict access to the Portal. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.18 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

12.19 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the statements in this Agreement and those in any Order Form, this Agreement will control unless a

provision in the Order Form is expressly stated to supersede the body of this Agreement, in which case the Order Form will control, but only with respect to the subject matter of that Order Form.

12.20 Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of conventional electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Company and the Customer have executed this My Justice Portal License Agreement intending to be bound as of the Effective Date.

COMPANY:

MY JUSTICE PORTAL LLC

CUSTOMER:

WALTON COUNTY

Name: Michael A. Manning

Title: CEO

Name: _____

Title: Authorized Contracting Officer

MY JUSTICE PORTAL LICENSE AGREEMENT

(WALTON COUNTY)

ORDER FORM NO. 1

MY JUSTICE PORTAL LICENSE AGREEMENT

This Order Form No. 1 (this "**Order Form**") is entered into as of August 1st, September 5, 2025, and issued under and pursuant to the terms of that certain My Justice Portal License Agreement dated as of August 1st, September 5, 2025 (the "**Agreement**"), by and between My Justice Portal LLC, a Georgia limited liability company (the "**Company**"), and Walton County, GA, Georgia (the "**Customer**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

By executing this Order Form, each Party acknowledges that it has reviewed the terms and conditions of the Agreement and agrees to be legally bound by the same in respect of this Order Form.

Customer Contact

Name:

Email:

Phone:

Company Contact

Name: Michael A. Manning

Email: mikemanning@myjusticeportal.com

Phone: 678-575-2522

Subscription

Subscription: *My Justice Portal* (the "**Portal**")

Facility: Walton County Jail.

Subscription Start Date: September 1st, 2025.

Subscription Term: Three (3) years.

Total Subscription Fees: \$297,817, to be paid in annual installments, as set forth below.

Subscription Fee (Year 1): \$72,000, due upon Subscription Start Date. Includes a pro-rata discount of 4 months at no cost

Subscription Fee (Year 2): \$111,240, due September 1st 2026

Subscription Fee (Year 3): \$114,577, due September 1st 2027

Implementation & Training Fees: \$0, due upon execution, Net 30. Includes a discount of \$20,000

***The Subscription Fees hereunder are based on an Average Daily Inmate Population ("**ADIP**") of 600 Inmates. In the event the ADIP of the Facility is more than 110% of the ADIP stipulated above, as calculated on an annual basis upon each yearly anniversary of the Subscription Start Date, the Company

may increase the Annual Subscription Fees, on a go forward basis, by an amount proportional to the increase in the ADIP from the ADIP stipulated above. The amounts relating to such increase, if invoiced by the Company, will be due and payable, Net 30, even if such Annual Subscription Fees for such year have already been paid by the Customer. The Company may undertake such verification procedures as necessary in order to calculate the ADIP.

Additional Use Limitations

The License granted under the Agreement, and provided pursuant to this Order Form, shall further extend to the following Authorized Users: (i) "contract attorneys" who have agreed to accept assignments by the Customer, or otherwise Walton County, to represent indigent inmates, solely with respect to the provision of Portal access to allow the contract attorney to provide legal services to such assigned indigent inmates, and (ii) Public Defender Offices, and such Public Defender Attorneys assigned to/working for such Public Defender Offices, in the legal representation of defendants being housed in the Walton County Jail. *As such, and for the avoidance of doubt, private attorneys, including "contract attorneys" when representing private inmate clients, shall not be considered Authorized Users, and thus the provision of Portal access shall not extend to private attorneys hereunder.*

Accessibility

The Portal is accessible solely through those iPads/tablets ("**Tablets**") provided by Tech Friends Inc. ("**TechFriends**") to the Customer and its Authorized Users under separate agreement by and between the Customer and TechFriends. The Customer acknowledges that the Company is in no respects responsible for the performance of the Tablets provided by TechFriends or the use or misuse thereof by the Customer or its Authorized Users, whether or not in connection with the Portal. The Customer further acknowledges that the Company is not responsible for the hosting of the Portal on the Tablets or any network connectivity issues, or any lost, stolen, or damaged Tablets.

Additional Rights of Company

None.

Additional Rights of Customer

Customer may terminate this work order, without cause, at the end of the Year 1 Subscription Period. Such termination must be provided in writing during the last 30 days of the Year 1 Subscription Period.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Company and the Customer have executed this My Justice Portal License Agreement – Order Form No. 1 intending to be bound as of the Order Form Effective Date.

COMPANY:

MY JUSTICE PORTAL LLC

CUSTOMER:

{WALTON COUNTY_____, GEORGIA

Name: Michael A. Manning
Thomson

Title: CEO
Chairman

Name: _____ David G.

Title: Authorized Contracting Officer