

MASTER E-FILE SERVICE AGREEMENT

by and between

COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA

and

GREENCOURT LEGAL TECHNOLOGIES, LLC

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MASTER E-FILE SERVICE AGREEMENT

This Master E-File Service Agreement ("Agreement") made and entered into as of this 3rd day of March, 2014 (the "Effective Date") is by and between the Council of Superior Court Clerks of Georgia (the "Council"), with a principal address for purposes of this Agreement at 1231 Collier Road, NW, Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC ("GreenCourt"), a Georgia Limited Liability Company having its principal office at 309 Adamson Square, Suite C, Carrollton, Georgia 30117 (each a "Party" and collectively "Parties").

In consideration of the mutual promises, undertakings and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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

1.2. "Case(s)" means, individually and collectively, each case(s) initiated in or pending in any Court.

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

1.4. "Clerk's Office(s)" means, individually and collectively, each office of the clerk of any of the Courts.

1.5. "Court(s)" means, individually and collectively, each of the courts located in the State of Georgia.

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

1.7. "Court Document" means any document filed or to be filed with a Clerk's Office, including but not limited to, pleadings, pleas, motions, applications, requests, exhibits, briefs, memorandum of law, papers, or other instruments in paper or electronic form.

- 1.8. "Court Document Data Stream" means a representation of a Court Document in binary data form from which a Court Document Image may be created or displayed.
- 1.9. "Court Document Image" means an electronic image of any Court Document, including an image of the Court Document recreated from a Court Document Data Stream and presented on a computer display or printed on paper.
- 1.10. "Court User(s)" means, individually and collectively, each judicial officer, clerk, court staff or other employee or contractor of any Court, Clerk's Office or of the Council using the E-File Service within the scope of his or her job responsibilities and duties as such a judicial officer, clerk, court staff or employee or contractor.
- 1.11. "End User(s)" means, individually and collectively, each Court User, Party User and/or Public User.
- 1.12. "E-File Service" has the meaning set forth at Section 2.2.
- 1.13. "End User Support" means, at GreenCourt's discretion, the telephone, web-based, or online assistance provided directly to End Users as necessary or desirable to resolve issues arising from or in connection with the E-File Service or the End User's activities with respect to the E-File Service, including without limitation processing and resolution of technical and Transaction-related issues and problems.
- 1.14. "Filing Fee(s)" means, individually and collectively, the statutory fees and charges ordinarily charged to, and collected from, Case Parties by a Clerk's Office, as specified in the then-current fee schedule of the applicable Clerk's Office.
- 1.15. "Go-Live Date" means the date the E-File Service is first used in a production environment. As of the Effective Date of this Agreement, the target Go-Live Date is July 1, 2014.
- 1.16. "Intellectual Property Right(s)" means, individually and collectively, any and all rights worldwide, whether under patent, copyright, trade secret, confidential information, or other proprietary right.
- 1.17. "Party User(s)" means, individually and collectively, each Case Party using the E-File Service in such capacity.
- 1.18. "Public User(s)" means, individually and collectively, each member of the public accessing those aspects of the E-File Service made available for free via terminals provided by the Council (or the Administrative Office of the Courts (AOC)) adjacent to physical locations of the Clerk's Office in designated courthouses, without charge.
- 1.19. "Software" means computer software having all functionality described in Exhibit A Software - Functional Specifications hereto or elsewhere in this Agreement and/or and such other functionality as the Parties may agree to from time to time in writing, along with any and all updates, enhancements, improvements, additions, modifications, adaptations or derivative works to or of such software or any portion thereof.
- 1.20. "Service(s)" means, individually and collectively, (i) the E-File Service, and (ii) such other performances and professional services set forth in this Agreement and/or in a SOW.
- 1.21. "Specifications" means the specifications and requirements set forth in Exhibit A hereto and any amendment to Exhibit A that is agreed to by both Parties in writing during the Term of this Agreement.

1.22. "Statement of Work" or "SOW" means a written statement of work agreed to by the Parties specifying additional Services to be provided by GreenCourt and any applicable additional terms and conditions related thereto.

1.23. "Transaction" means the filing of one or more documents in a given Case by a Case Party at the same time via the E-File Service and, for purposes of certainty, all documents filed in such Case by such Case Party at the same time shall, in the aggregate, constitute one and the same Transaction.

2. SERVICES.

2.1. Development of Software. GreenCourt will develop the Software in strict conformity to the Specifications to enable GreenCourt to provide the E-File Services.

2.2. Provision of E-File Service. Commencing on the earlier of the Go-Live Date or the date of Final Acceptance (defined at Section 3.2.2.1) and thereafter throughout the Term, GreenCourt will provide the E-File Service (as defined herein) to Council and all other End Users in strict accordance with all Specifications, and Council and all other End Users shall have the non-exclusive and irrevocable (except as provided below) license and right, throughout the remainder of the Term, to access and use the E-File Service in accordance with this Agreement and any applicable End User Terms (defined at Section 4.4) agreed to by such End User. The Council has the right at any time to terminate use of and access to the E-File Service by any End User if the Council reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the Court Data, the official records of any Court or any systems or facilities of Council or any Court or other End User, and GreenCourt will promptly terminate such access or use upon request. GreenCourt has the right at any time to terminate use of and access to the E-File Service by any End User if GreenCourt reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the E-File Service or the Software. "E-File Service" shall mean the Internet-based service offering to be provided hereunder by GreenCourt to End Users consisting of (i) hosting, operating, maintaining and making the Software available on computer hardware and communications facilities owned, leased, controlled or used by GreenCourt or its subcontractors (such computer hardware and communications facilities are the "GreenCourt Systems"), (ii) providing access to and use of such Software to End Users via the Internet, and (iii) all related services and other performances to be provided by GreenCourt as set forth in Section 4, along with any other services or performances of GreenCourt reasonably necessary for GreenCourt to provide the E-File Service to End Users in strict conformity with the Specifications. Without limiting the foregoing or any functionality described in Exhibit A Software - Functional Specifications, the E-File Service shall at all times comprise and consist of the following significant functionalities and services, along with any such additional functionalities and services as may be agreed to by the Parties from time to time:

2.2.1. E-Filing: Enabling Case Parties to electronically file, in real time via a dedicated Internet-accessible web portal, Court Documents in such Case (or to initiate such a Case) with a Clerk's Office by means of an online computer transmission of the Court Document in electronic form acceptable to the Council and GreenCourt;

2.2.2. Payment Calculation, Processing and Related Reporting: Performance of all payment processing and remittance related to Transactions, including specifically (i) accurately calculating and assessing all applicable Filing Fees by reference to the fee schedule of the applicable Clerk's Office and (ii) allowing Case Parties to pay, and such Clerk's Offices to receive payment of, all Filing Fees (and processing and

remittance of applicable refunds thereof) in connection with such electronic filing in accordance with all Specifications, along with (iii) reporting to Clerk's Offices of all transactional detail necessary for such Clerk's Office to properly associate and reconcile payments with corresponding filings, as more particularly described at Section 6.3;

2.2.3. Clerk's Office Review of Filings: Notifying Clerk's Offices via email or on screen alert within the Clerk's account in the GreenCourt System of such electronically-filed Court Documents, enabling web-based review by Clerk's Offices of submitted Court Documents and related transactional detail for acceptance or rejection, and (i) upon acceptance by the Clerk's Office, transmitting the accepted Court Documents and related transactional detail to the case management system of the applicable Clerk's Office in electronic form acceptable to the Council and GreenCourt and (ii) upon rejection by the Clerk's Office, notifying the applicable Party User of such rejection; and

2.2.4. Other Reporting: Providing Clerk's Offices and other End Users with such confirmations, reports and other data regarding such electronically-filed Court Documents, associated Filing Fees and other transaction-related details as provided elsewhere in this Agreement, including without limitation at Exhibit A Software - Functional Specifications.

2.3. Other Services Generally. GreenCourt also agrees to perform and provide such other Services as set forth in this Agreement and/or in a SOW agreed to by the Parties from time to time. GreenCourt will perform and provide all Services in a timely and professional manner in strict conformity to all applicable specifications. Each SOW will become part of this Agreement and, in the event of a conflict between such SOW and the rest of this Agreement, the Agreement will control unless the SOW specifically states that it is intended to prevail over specific terms of this Agreement.

2.3.1. Change Orders. Except as otherwise provided in this Agreement, no additions, deletions, or modifications to the Parties' obligations as set forth in a SOW will be binding upon either Party unless set forth in a writing signed by both Parties (a "Change Order"). A Change Order will become part of the corresponding SOW, and in the event of any conflict between a SOW and any Change Order thereto, or in the event of any conflict between Change Orders to a given SOW, the later Change Order will control.

2.4. Changes Required by Applicable Law. Anything in this Agreement to the contrary notwithstanding, in the event that any change to any Service is necessitated by a change in Applicable Law or necessary to ensure that any Service continues to be in compliance at all times with all Applicable Law, GreenCourt shall make and fully implement such changes at its own expense and without need for a Change Order no later than the date for compliance required by such Applicable Law.

2.5. No Minimum Commitments. GreenCourt expressly acknowledges and agrees that, except as set forth in section 7.6 below, (i) Council is not responsible for and does not guarantee to GreenCourt any minimum levels of revenue, profits, business, work, or adoption or usage of any Services by Council, any other End User or any other person, and (ii) this Agreement and any rights of GreenCourt hereunder are non-exclusive, and nothing in this Agreement will in any way restrict the Council's right to communicate, but not contract, with others with respect to the same services and products.

3. ACCEPTANCE TESTING GENERALLY AND FOR E-FILE SERVICE SPECIFICALLY.

3.1. Acceptance Testing Generally; Test Server. All Services will be subject to acceptance testing by Council to verify that such Services strictly conform to the Specifications. The Council may conduct such

testing and evaluation through one or more Clerk's Offices acting as "beta sites". Where the Services involve or consist of computer software, such acceptance testing will include, at a minimum and in addition to any other requirements or criteria specified under this Agreement or any SOW, GreenCourt making such computer software and related Services available for Council's review on a password protected, non-publicly accessible server (the "Test Server. GreenCourt will grant Council all rights and permissions necessary to access the Test Server to perform such acceptance testing.

3.2. Specific Provisions for Testing and Acceptance of E-File Service. The E-File Service as described in this Agreement as of the Effective Date will be subject to the acceptance testing procedures outlined in this Section 3.2; all other Services provided by GreenCourt under a future SOW (including any subsequent functional enhancements to the E-File Service set forth in a future SOW or as otherwise required or provided under this Agreement) will be subject to the general acceptance testing procedures outlined in Section 3.3 below.

3.2.1. Final Acceptance Testing of E-File Service Prior to Launch. No later than two months prior to Go-Live Date, GreenCourt shall make the complete operational E-File Service available for Council's review on the Test Server and will provide written notice to Council that the E-File Service is ready for testing and evaluation ("E-File Test Notice"). The E-File Test Notice will constitute a representation by GreenCourt that it has verified that the E-File Service is in strict conformity to all applicable Specifications. Council will have a period of ten (10) business days from its receipt of the E-File Test Notice ("E-File Test Period") to test and evaluate the E-File Service.

3.2.1.1 Defects and Remediation; Successive Testing and Acceptance. If the E-File Service does not strictly conform to the Specifications or are otherwise not to Council's reasonable satisfaction, then Council will provide GreenCourt with a written statement identifying the nonconformity no later than five (5) business days after the last day of the applicable E-File Test Period. Within five (5) calendar days after receipt of such written statement, GreenCourt will, at its own expense, correct the identified nonconformity and re-perform or re-provide the corrected E-File Service and deliver to Council a new E-File Test Notice, whereupon a new E-File Test Period will commence, using the same timeframes as described above. The acceptance testing procedure described in this Section 3.2.2 may be repeated up to two (2) times (or more, at Council's option.) The E-File Service will only be deemed to be accepted by Council upon (i) Council's delivery of a written statement of acceptance to GreenCourt or (ii) Council's failure to provide GreenCourt with a written statement of nonconformity by the sixth (6th) business day after the last day of the applicable E-File Test Period (the earliest to occur of (i) and (ii) is "Final Acceptance"). In no event will Council's use of the E-File Service (or allowing use by any Clerk's Office) during any E-File Test Period or otherwise be deemed to be acceptance of the E-File Service or to constitute Final Acceptance.

3.2.1.2 Failure of Acceptance; Failure to Meet Go-Live Date. Anything in this Agreement or any SOW to the contrary notwithstanding, if Final Acceptance has not occurred by the earlier of (i) the Go-Live Date or (ii) the completion of two (2) attempts to correct all identified nonconformities, Council will be entitled to suspend or cease its performance hereunder and do one or more of the following, at its option, in addition to any other rights and remedies available to Council: (a) allow GreenCourt additional time to correct the nonconformities (and GreenCourt will continue to correct such nonconformities, at its expense); or (b) terminate this Agreement, in whole or in part, without any liability to GreenCourt whatsoever.

4. ADDITIONAL E-FILE SERVICE OBLIGATIONS OF GREENCOURT. Without limiting any other obligation of GreenCourt elsewhere in this Agreement or any other term or condition of this Agreement, the following obligations shall be solely the responsibility of GreenCourt and Council shall have no responsibility therefor:

4.1. Interface. GreenCourt shall use commercially reasonable efforts to develop its side of interfaces to various case management systems or, in the alternative, an application programming interface ("API") or software development toolkit ("SDK") to enable case management systems to communicate the E-File System.

4.2. Availability; Maintenance; Support. GreenCourt will make the E-File Service available to End Users in strict accordance with the Specifications at all times in accordance with Exhibit B - Service Levels. Without limiting the foregoing, GreenCourt shall at all times maintain the Software and GreenCourt Systems in good working order (including ensuring that all Software and GreenCourt Systems are properly equipped, installed and configured at all times) and shall perform all maintenance, technical support and End User Support obligations set forth in this Agreement (including without limitation those set forth at Exhibit C - Maintenance and Technical Support) to ensure that the E-File Service performs and is rendered at all times in strict accordance with all Specifications. In addition, GreenCourt shall monitor the E-File Service (including without limitation all related Software and GreenCourt Systems) on a 24x7x365 basis to ensure that the E-File Service continues to perform and is rendered at all times in strict accordance with all Specifications.

4.2.1. End User Support. GreenCourt shall provide all End User Support to End Users in connection with the E-File Service (including without limitation those support obligations set forth in Exhibit C - Maintenance and Technical Support), and at no time shall GreenCourt direct any End User to the Council for any End User Support or other support.

4.2.2. Changes to E-File Service. The following shall apply in addition to any changes to the E-File Service or Software agreed to by the Parties in a SOW or otherwise undertaken by GreenCourt:

4.2.2.1 Changes Required by Applicable Law. Anything in this Agreement to the contrary notwithstanding, in the event that any change to the Software or the E-File Service is necessitated by a change in Applicable Law or necessary to ensure that the Software or the E-File Service continues to be in compliance at all times with all Applicable Law, GreenCourt shall make and fully implement such changes no later than the date for compliance required by such Applicable Law without need for a SOW or Change Order.

4.3. Training. GreenCourt shall train End Users in the use and operation of the E-File Service through Internet-accessible webinars and creation and provision of written training materials and documentation, or in person as reasonably necessary.

4.4. End User Terms. GreenCourt shall not impose upon End Users any contractual terms, nor require any End Users to agree to or abide by any contractual terms as a condition to access or use of the E-File Service (whether in hardcopy form or in electronic or online form such as "terms of service", "use policies", or "browse-wrap" or "click-wrap" agreements) (such terms are individually and collectively "End User Terms"), except to the extent that such End User Terms have been approved in advance by the Council (such approval to not be unreasonably withheld, delayed or conditioned.) The Council may

expressly waive its right to approve such terms in its discretion, and in no event shall any approval of any End User Terms be deemed to be a representation or warranty by the Council that such End User Terms are advisable, enforceable or compliant in any respect with Applicable Law. Anything in any End User Terms to the contrary notwithstanding, no such End User Terms shall be binding upon the Council or its employees or agents or be deemed to supplement, amend or modify this Agreement in any way, and are hereby rejected by the Council in advance. Notwithstanding anything in this Agreement to the contrary, Council shall have no responsibility or liability whatsoever with respect to any acts or omissions of any End Users, and GreenCourt shall be solely responsible for all End User Terms, its performance thereunder and enforcement thereof. GreenCourt will defend, indemnify and hold harmless all Indemnitees (as defined at Section 11.1) against any and all Claims (again as defined at Section 11.1) caused by GreenCourt's breach of the End User Terms.

5. TERM; TERMINATION.

5.1. **Term Generally.** Unless terminated earlier as provided in this Agreement, the initial term of this Agreement begins on the Effective Date and continues until the fifth (5th) anniversary of the Go-Live Date. Upon the expiration of the initial term or any renewal term, this Agreement shall automatically renew for an additional successive one (1) year period unless either Party gives written notice of non-renewal to the other no less than sixty (60) days prior to the last day of the then-current initial term or renewal term (as the case may be), in which case this Agreement shall terminate on the last day of such initial term or renewal term (as the case may be). The initial term and all renewal terms are collectively the "Term". Either Party may terminate a given SOW upon ten (10) days prior written notice to the other Party if there are no outstanding obligations of either Party under any then-current SOW, provided that such terminating Party is not then in breach of any provision of this Agreement.

5.2. **Termination for Uncured Material Breach; Insolvency.** Subject to the terms of this Agreement and in addition to any other right of termination expressly set forth in this Agreement, either Party may terminate this Agreement or a given SOW at any time upon giving written notice as follows: (i) in the event that the other Party materially breaches this Agreement or such SOW and fails to correct the breach within thirty (30) days after receipt of written notice specifying the breach; or (ii) in the event that the other Party (a) files for bankruptcy, (b) becomes or is declared insolvent, (c) is the subject of any proceedings (not dismissed within thirty (30) days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that Party, (d) makes an assignment for the benefit of all or substantially all of its creditors, (e) takes any corporate action for its winding-up, dissolution or administration, (f) enters into an agreement for the extension or other readjustment of substantially all of its obligations, or (g) recklessly or intentionally makes any material misstatement as to such Party's financial condition.

5.3. **Transitional Support for Clerk's Offices.** GreenCourt hereby covenants to Council that, should any Clerk's Office elect to cease using, or receiving Court Data from, the E-File Service for any reason, whether during or after the Term, and upon any termination or expiration of this Agreement, GreenCourt shall, at its own expense, fully cooperate with such Clerk's Office in transitioning away from the E-File Service, including without limitation providing such Clerk's Office with all materials and data described at Section 5.4 (ii) and (iii) below applicable to such Clerk's Office or its Cases, which shall be provided in ASCII or other standard format.

5.4. Effect of Termination. Upon any termination or expiration of any SOW, unless agreed otherwise by the Parties, each Party shall have no further obligation under such SOW. Upon any termination or expiration of this Agreement, except as provided otherwise in this Agreement, (i) GreenCourt will immediately discontinue receiving new Court Data except as may be necessary to provide the transitional services described at Section 5.3 (but shall process to completion in accordance with all Specifications, all Transactions and all related obligations (such as payment processing and reporting) commenced but not yet completed at the time of termination or expiration); (ii) within five (5) business days after such termination or expiration, GreenCourt shall provide or make available to the Council and applicable Clerk's Offices, in a standard format, electronic copies of all Court Data and other Council Data (as defined at Section 13.3), and all other information related to the Courts, which are stored on or available on or through the E-File Service or any other GreenCourt Systems or otherwise in the possession, custody and control of GreenCourt or its subcontractors (to the extent not prohibited by Applicable Law); (iii) within five (5) days after such termination or expiration, GreenCourt shall provide the Council with a list, in a standard electronic format, containing the contact information (including name, address, telephone number, and most current electronic mailing address) for each End User; (iv) within thirty (30) days after such termination or expiration, each Party will return to the other all copies of the other Party's Confidential Information (along with all data, memoranda, or other materials embodying or reflecting such Confidential Information) and all other property of such Party (excluding copies thereof that are required to be retained by such Party pursuant to Applicable Law or are permitted to be retained by such Party after the termination or expiration of this Agreement, such as pursuant to Section 14); and (v) GreenCourt's payment obligations hereunder shall continue to accrue through the effective date of such termination or expiration and remain payable to Council until paid in full. In addition to any other provisions hereunder that, by their express terms, survive termination or expiration of this Agreement, the following provisions of this Agreement will survive termination or expiration: [Sections 5.3, 5.4, 6.4 (and any other payment obligations hereunder, until paid in full), 6.5, 7.4, 8, 9.3, 11 (and any other obligations hereunder to indemnify, defend and hold harmless), 12, 13, 14.3, 15.2, 15.7, 15.9, 15.10, 15.11, 15.12 and 15.13.] Termination of a given SOW will not affect any other then-current SOW or this Agreement, unless specified to the contrary in writing by Council.

6. COMPENSATION AND PAYMENT TERMS AND RELATED OBLIGATIONS.

6.1. No Payment Obligations of Council. Anything in this Agreement to the contrary notwithstanding, Council shall have no obligations to pay any amounts hereunder to GreenCourt, or to compensate or reimburse GreenCourt, in connection with GreenCourt's performance under or in connection with this Agreement, and Council is not responsible for any amounts that may be payable to GreenCourt by any End User or other third party. As between the Parties, GreenCourt is solely responsible for and will bear all costs and expenses of provision of the E-File Service and/or arising from its performance of its obligations under this Agreement and each SOW, and such costs and expenses will not be subject to reimbursement by Council.

6.2. E-File Service Fees and Charges.

6.2.1. Permitted End User Fees and Charges. GreenCourt agrees that, unless agreed otherwise by the Parties in writing (for example, in the event of additional fees or charges attributable to new or enhanced functionality or services) the following constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other

obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing. During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any Transaction Fees or Convenience Charges (each defined below) without the prior written consent of the Council.

6.2.1.1 Filing Fees. GreenCourt shall assess and collect from Party Users all applicable Filing Fees, which shall be accurately calculated in accordance with the then-current fee schedule of the applicable Clerk's Office, without any increase, surcharge or mark-up.

6.2.1.2 Transaction Fee. GreenCourt shall assess and collect from Party Users a single Transaction fee for each Transaction in the amount set forth at Exhibit D - Approved Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties ("Transaction Fee".)

6.2.1.3 Convenience Charge. Only with respect to Transactions where Party Users pay Filing Fees and/or the applicable Transaction Fee via credit card, GreenCourt may assess and collect from such Party User a single convenience charge in an amount that shall not exceed five percent (5%) of the total amount of the Filing Fees and/or Transaction Fees charged to such credit card in connection with such Transaction ("Convenience Charge".)

6.3. Payment of Filing Fees to Clerk's Offices. In connection with each Transaction and in accordance with payment card industry standards, GreenCourt shall deliver to such Clerk's Office (i) all Filing Fees due in connection with such Transaction in full via Automated Clearinghouse (ACH), so long as GreenCourt has such Clerk's Office's current ACH detail, along with (ii) a report with such detail as the Clerk's Office may require to properly associate the Filing Fees with the corresponding Transaction, which report shall include at a minimum (a) the county in which such Clerk's Office is located (or judicial circuit or Court served by such Clerk's Office, as applicable), (b) the Case docket number, (c) document/pleading type for each document submitted for filing in such Transaction, (d) date and time each document was transmitted to the Clerk's Office by the E-File System, and (e) the amount and basis for calculation of the associated Filing Fees (the report described in this subsection (ii) is a "Filing Report".) Time is of the essence of the obligations in this Section.

6.4. Payment of Revenue Share to Council; Reporting. In connection with each Transaction occurring in a given calendar month during the Term, GreenCourt shall pay to Council a portion of the Transaction Fee charged to such Party User in connection with such Transaction, calculated in accordance with Exhibit D - Approved Fees and Revenue Share ("Revenue Share"). GreenCourt shall pay all Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding Transaction Fee was charged to the Party User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full. Concurrently with each such payment, GreenCourt will deliver to Council a written report, in such detail as Council may reasonably request, detailing the basis on which the payment of the Revenue Share was calculated and such other details as Council may reasonably request from time to time.

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

6.6. Most Favored Status. At all times, GreenCourt shall ensure that the terms and conditions under this Agreement (including without limitation the Revenue Share and any volume or revenue commitments) are no less favorable to Council than the prices, terms and conditions offered by GreenCourt or any affiliate of GreenCourt to any third party (including without limitation the Revenue Share and any volume or revenue commitments) with respect to products and services that are the same or substantially similar to the Software, E-File Service or other Services provided hereunder ("Similar Services"). If, during the Term, GreenCourt enters into a contract, agreement or understanding with respect to any Similar Services that contains terms or conditions (including without limitation the Revenue Share and any volume or revenue commitments) that are more favorable to a third party than the then-current terms and conditions under this Agreement, GreenCourt shall, within five (5) days thereafter, notify Council in writing of such fact and make such more favorable terms or conditions available to Council. Council shall have the right to receive the benefit of such more favorable terms or conditions as of the date GreenCourt first offers such more favorable terms or conditions to any third party and GreenCourt shall promptly execute an amendment to this Agreement reflecting such more favorable pricing, terms or conditions. This Section 6.6 is of the essence of this Agreement. The forgoing notwithstanding, this Section 6.6 shall not apply to any contract, agreement or understanding with any party or entity outside the state of Georgia.

7. MARKETING AND OTHER GREENCOURT OBLIGATIONS.

7.1. Marketing Obligations. Throughout the Term, GreenCourt shall use commercially reasonable efforts to market the E-File Service to, and promote the use of the E-File Service by (as applicable), Courts, Clerk's Offices, Party Users and other End Users and prospective End Users, and shall do so only in compliance with all terms and conditions of this Agreement and all Applicable Law and applicable standards of professional conduct. In connection therewith, GreenCourt shall be responsible for the following, in addition to any other obligation of GreenCourt under this Agreement: (a) demonstrating the E-File Service to Clerk's Offices, Party Users and other End Users and prospective End Users; (b) coordinating promotional activities and meetings with Clerk's Offices, Party Users and other End Users and prospective End Users and conducting appropriate follow-up with same; and (c) creation and dissemination of all applicable marketing materials and collateral.

7.1.1. Marketing Assistance by Council. From time to time, Council may, at its own expense unless agreed otherwise by the Parties, provide reasonable assistance to GreenCourt as Council deems necessary and appropriate to assist GreenCourt in effectively carrying out its obligations under this Agreement with respect to the marketing and promotion of the E-File Service to Clerk's Offices, Party Users and other End Users and prospective End Users. Such assistance may include, but not be limited

to, reasonable cooperation with GreenCourt in the implementation of joint marketing events, joint sales calls, and joint promotional events directed at Clerk's Offices, Party Users and other End Users and prospective End Users. GreenCourt shall be permitted to present at recurring Council meetings.

7.1.2. Marketing Plans and Reports. From time to time as requested by Council, GreenCourt will provide Council with written descriptions of GreenCourt's anticipated marketing efforts hereunder ("Marketing Plan(s)") in such detail as Council may reasonably request, and GreenCourt shall make commercially reasonable efforts to fully implement the Marketing Plan(s). The Parties will participate in periodic reviews to review (and modify, if necessary) the Marketing Plan(s) then in effect to ensure the successful promotion of the E-File Service and, in connection therewith, Council shall have the right to request changes to the Marketing Plan(s) in its business discretion, and GreenCourt agrees to not unreasonably deny or fail to implement such requests.

7.2. Subcontracting; Continued Participation by Key GreenCourt Personnel.

7.2.1. Subcontracting. GreenCourt shall be permitted to utilize subcontractors in the performance of its obligations hereunder only to the extent that (i) such subcontractors have been identified to Council in writing, along with an identification of the specific performances hereunder that are to be performed by such subcontractor, and (ii) Council has consented in writing to GreenCourt's use of such subcontractor and to the scope of performance to be subcontracted to such subcontractor. Notwithstanding any approval of Council with respect to any subcontractor, GreenCourt shall remain fully responsible for all obligations of GreenCourt under this Agreement. GreenCourt shall ensure compliance by each subcontractor with all applicable terms and conditions of this Agreement (specifically including any SOW and Change Orders.) GreenCourt agrees that any acts or omissions of any subcontractor that would constitute a breach of this Agreement or failure of a condition if committed by GreenCourt shall be deemed a breach of this Agreement or failure of such condition by GreenCourt, and GreenCourt shall be liable for all such acts or omissions as if such acts or omissions were the acts or omissions of GreenCourt.

7.2.2. Continued Participation by Key GreenCourt Personnel. GreenCourt acknowledges and agrees that it was engaged hereunder with the understanding that William G. Esslinger, Jr. will lead the project to develop the E-File Service and that he will be reasonably available to Council in connection with this Agreement and the E-File Service being developed hereunder. Notwithstanding anything set forth in this Agreement to the contrary: (A) upon any event within 12 months off the Effective Date of the Agreement that results in William G. Esslinger, Jr. no longer leading the project to develop the E-File Service, regardless of the cause of such event, but excluding death or disability, (a "Key-Man Event"), GreenCourt will deliver to Council prompt written notice of such Key-Man Event, (B) promptly following such Key-Man Event (and in any event, within thirty (30) days), GreenCourt will present to Council its proposal for how GreenCourt will replace William G. Esslinger, Jr. and continue with the relationship as contemplated by this Agreement, and the parties will discuss such proposal in good faith, and (C) if GreenCourt fails to suggest a replacement that is reasonably acceptable to Council, Council may terminate this Agreement during the period beginning on the thirtieth (30th) day following such Key-Man Event and ending on the ninetieth (90th) day following such Key-Man Event, such termination shall be referred to herein as a "Key-Man Termination."

7.3. E-Verify. GreenCourt agrees to comply with the terms and provisions of Code Section 13-10-91 of the Official Code of Georgia relating to registration and participation in the federal work authorization

program. In connection therewith, GreenCourt shall execute and deliver to Council, within two (2) business days of the Effective Date, an affidavit of compliance in the form set forth at Exhibit F- E-Verify Affidavit to this Agreement ("E-Verify Affidavit"), which executed E-Verify Affidavit shall become part of this Agreement. Furthermore, GreenCourt shall cause each subcontractor to execute an E-Verify Affidavit prior to GreenCourt subcontracting any performance hereunder to such subcontractor, and GreenCourt shall deliver each such executed E-Verify Affidavit to Council. The obligations under this Section are of the essence of this Agreement.

7.4. Records; Audit. GreenCourt will maintain complete and accurate books and records regarding its performance hereunder for one (31 year after the Term, and Council and its authorized representatives will have the right to audit and inspect the books, records and facilities of GreenCourt and its independent contractors, during normal business hours, to verify GreenCourt's compliance with this Agreement upon prior notice to GreenCourt from time to time during the Term and for one (31 year thereafter, no more often than once per year. GreenCourt will, and will cause its employees and independent contractors to, fully cooperate with Council and/or its authorized representatives in the performance of any audit. In the event any such audit reveals a breach of any provision of this Agreement by GreenCourt, GreenCourt will promptly remedy such breach at its own expense. Council shall bear the expense of any such audit; provided however that, in the event that such an audit reveals an undisputed underpayment to Council of greater than five percent (5%) of payments made to Council by GreenCourt during the twelve (12) month period preceding the audit, then GreenCourt shall bear the cost of such audit.

7.5. Financial Review. Upon Council's request, GreenCourt shall promptly furnish its financial statements as prepared by or for GreenCourt in the ordinary course of its business. GreenCourt financial statements are GreenCourt Confidential Information within the meaning of this Agreement and shall not be disclosed by Council to any other party. Financial information provided hereunder shall be used by Council for the purpose of determining GreenCourt's ability to perform its obligations under this Agreement. If Council's review of financial statements causes Council to question GreenCourt's ability to perform its duties hereunder, Council may request, and GreenCourt shall provide to Council, reasonable assurances of GreenCourt's ability to perform its duties hereunder. Failure by GreenCourt to provide such reasonable assurances to Council shall be deemed a material breach of this Agreement. Furthermore, GreenCourt shall notify Council immediately in the event there is a material adverse change in GreenCourt's business or financial condition.

7.6 Council Obligations. Council will use reasonable efforts to assist GreenCourt in marketing the E-File Service. Council shall also use reasonable efforts to support any mutually agreed upon legislative actions needed to assist in the E-File Service initiative generally.

8. CONFIDENTIAL INFORMATION.

8.1. Open Records; Agreement and Other Public Records Not Confidential. Council and GreenCourt acknowledge that, anything in this Section 8 or elsewhere in this Agreement to the contrary notwithstanding, Council is an "agency" within the meaning of the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) and the following shall be deemed to be a public record, subject to public inspection upon request to the extent provided by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) and other Applicable Law, and shall not be Confidential Information within the meaning of this Agreement for any purpose: (i) this Agreement, including any and all terms and conditions thereof; and (ii) any

other subject matter in any way related to this Agreement that constitutes a "public record" within the meaning of O.C.G.A. § 50-18-70 (as amended), which may include all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use. In the event that GreenCourt or any of its subcontractors (as custodian of a public record) receives an oral or written request for inspection or copying of any public record pursuant to the Georgia Open Records Act or other Applicable Law, GreenCourt shall promptly, but in no event later than twenty-four (24) hours after receiving such request and prior to any compliance with such request, provide Council with written notice of such request and fully cooperate with Council in responding to such request.

8.2. Restrictions on Use and Disclosure. Council and GreenCourt acknowledge that, in the course of performance under this Agreement, each may receive, obtain knowledge of, or become privy to Confidential Information (as hereinafter defined) of the other Party. Subject to all other terms and conditions of this Section and Applicable Law, (i) neither Party will disclose to any third party (other than its legal and financial advisors, or in connection with enforcement hereof), or use for any purpose, any Confidential Information of the other Party except to the extent required or permitted for such Party's performance under or enforcement of this Agreement, and (ii) the Receiving Party will use commercially reasonable efforts to cause all third parties to whom such Party discloses the other Party's Confidential Information to protect such Confidential Information to the same extent that the Receiving Party is obligated to protect such Confidential Information hereunder. These confidentiality obligations will not restrict any disclosure of Confidential Information required by an order of a court or any government agency or other Applicable Law, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order. "Disclosing Party" means the Party whose Confidential Information has been disclosed to the other Party, and "Receiving Party" means the Party who receives, obtains knowledge of, or becomes privy to Confidential Information of the Disclosing Party.

8.3. Confidential Information Defined; Exclusions. Subject to the exclusions herein or elsewhere in this Agreement, "Confidential Information" means all data and information (regardless of whether the data or information constitutes a trade secret under the laws of the State of Georgia), regardless of form, whether tangible, intangible, or merely recollected, which (i) relates to the business of Disclosing Party or is provided to Disclosing Party by third parties and that Disclosing Party is obligated to treat as confidential, (ii) was learned by Receiving Party, disclosed to Receiving Party, or to which Receiving Party had access, as a consequence of Receiving Party's relationship with Disclosing Party, (iii) has value to Disclosing Party, and (iv) is not generally known to Disclosing Party's competitors. "Confidential Information" includes trade secrets as defined under the Georgia Trade Secrets Act or any successor law. Notwithstanding the foregoing, "Confidential Information" shall not include data or information (A) which has been voluntarily disclosed to the public by the Disclosing Party, except where such public disclosure has been made by a person without authorization from the Disclosing Party, (B) which has been independently developed and disclosed by others, or (C) which has otherwise become public knowledge or publicly available, has entered the public domain, through lawful means or pursuant to Applicable Law, or is subject to disclosure pursuant to Applicable Law. GreenCourt Confidential

Information includes, but is not limited to, the Software (object and source code), Software User Manuals, GreenCourt financial information, business strategies, specifications, and technical data.

8.4. Survival. This Section 8 will survive expiration or termination of this Agreement for any reason whatsoever. Receiving Party's obligations to maintain Confidential Information as confidential under this Section 8 will continue until such time as such information is no longer confidential or a trade secret under the laws of the State of Georgia, and all other obligations under Section 8.2 will continue (i) with respect to Confidential Information which constitutes a trade secret under applicable law, until such time as such information no longer constitutes a trade secret under the laws of the State of Georgia due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of three (3) years after the date such Confidential Information is disclosed to such Receiving Party. Nothing in this Section 8 will be construed to limit any rights or remedies afforded to the Disclosing Party under any Applicable Law.

9. SECURITY AND PRIVACY.

9.1. General Obligations. GreenCourt shall establish, maintain, and enforce environmental, safety and facility procedures, data security procedures and other appropriate physical, technical and administrative safeguards against the unauthorized access or interference by third parties, intrusion, theft, destruction, loss, or alteration of Covered Information (defined herein) and/or the GreenCourt Systems, which procedures and safeguards shall at all times meet the requirements of the Data Safeguard Requirements (also defined herein). GreenCourt will, upon each request by Council, describe in writing all such procedures and safeguards and demonstrate, to Council's reasonable satisfaction, GreenCourt's compliance with same. Furthermore, throughout the Term, GreenCourt will reasonably monitor, evaluate and adjust procedures, safeguards, its data security systems, and its processes in response to relevant changes in (i) technology, (ii) Applicable Law, and (iii) internal and external threats to information security. "Covered Information" means any data or information in the possession of, or that may be accessed or processed at any time by, GreenCourt or any of its subcontractors (including without limitation any information that can be used, by itself or in combination to other information, to directly or indirectly identify an individual.) "Data Safeguard Requirements" means all international, federal, regional, state and local privacy and data security related laws, rules, guidances, regulations and published industry standards that are, or which may in the future be, applicable to Covered Information or the Services provided under this Agreement, including, without limitation, the Payment Card Industry Data Security Standard (PCI-DSS), or any implementing or related legislation of any member state in the European Economic Area, and any other similar law, rule, regulation or order, all as may be amended from time to time. Anything in this Agreement to the contrary, Council shall have no obligations or responsibilities with respect to the subject matter of this Section 9, and compliance with all requirements of this Section 9 shall be solely the responsibility of GreenCourt.

9.1.1. Specific Obligations. Without limiting any obligation of GreenCourt under this Section 9 or other term of this Agreement, GreenCourt shall establish, maintain, and enforce the following security measures with respect to the E-File Service and the GreenCourt Systems: (i) multiple level firewalls; (ii) Secure Socket Layer (SSL) encryption for data transmissions; (iii) valid digital certificates on server and client sides; (iv) intrusion detection software; (v) redundant systems, power supplies, and network connections and other disaster recovery facilities and procedures to ensure continuity of provision of

the E-File Service; and (v) daily secure offsite back-up for all data processed by the E-File Service (including without limitation all Court Data.)

9.2. Secure Software and Systems. Without limiting any other term of this Agreement, GreenCourt represents and warrants that the E-File Service and GreenCourt Systems have been designed, developed, and tested according to generally accepted industry practice to appropriately safeguard the same and all Covered Information against unauthorized access or interference by third parties, intrusion, theft, destruction, loss, or alteration and to ensure compliance with the Data Safeguard Requirements. GreenCourt will promptly remedy vulnerabilities or non-compliance identified in the E-File Service or GreenCourt Systems (including any identified pursuant to Section 9.4 below), and will promptly implement security practice improvements and patch security vulnerabilities in the E-File Service or GreenCourt Systems as may be necessary to respond to evolving and newly discovered security threats and vulnerabilities.

9.3. Monitoring and Security and Data Breaches. GreenCourt shall monitor the E-File Service and the GreenCourt Systems and its procedures and safeguards for Security Incidents (defined below) or any other suspicious (questionable) activity, including suspicious external activity (for example, unauthorized probes, scans or break-in attempts) and suspicious internal activity (for example, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or Covered Information theft or mishandling.) In the event of any incident resulting in, or which could result in, unauthorized access or interference by third parties, intrusion, theft, destruction, loss, or alteration to the E-File Service, GreenCourt Systems or any Covered Information (each such incident is a "Security Incident") GreenCourt shall, in addition to complying with any applicable notification or other requirements of any Applicable Law, (i) notify Council thereof within 5 days of GreenCourt becoming aware of such Security Incident; (ii) promptly investigate the Security Incident (in consultation with Council or its designee if Council so elects); (iii) remediate and/or mitigate the effects of the Security Incident or risks posed by the Security Incident; (iv) preserve all related records and other evidence; (v) implement a plan to prevent such a Security Incident from reoccurring; and (vi) provide Council with a written report on the outcome of its investigation (including any risk to Covered Information), the corrective action GreenCourt has taken and will take, and such other information as Council may reasonably request. The occurrence of a Security Incident shall not constitute GreenCourt's Confidential Information and Council may disclose its occurrence or information relating thereto. GreenCourt agrees to indemnify Council and all affected End Users for all liabilities, damages, costs and expenses of any of them caused by, resulting from or arising out of or in connection with a Security Incident.

9.4. Security and Privacy Reviews.

9.4.1. By GreenCourt. At least annually, GreenCourt will cause a reputable independent third party reasonably acceptable to Council to conduct: (i) an audit of GreenCourt's information and data security systems (including all Software and GreenCourt Systems), environmental, safety and facility procedures, data security procedures and other appropriate physical, technical and administrative safeguards described at Section 9.1 above; and (ii) an independent penetration test of the E-File Service and GreenCourt Systems. GreenCourt will provide all findings from these audits and tests to Council upon receipt from the third party.

9.4.2. By Council. At least annually, Council may conduct (itself or through third parties): (i) remote and/or on-site audits of GreenCourt's information and data security systems (including all Software and

GreenCourt Systems), environmental, safety and facility procedures, data security procedures and other appropriate physical, technical and administrative safeguards described at Section 9.1 above; and (ii) an independent penetration test of the E-File Service and GreenCourt Systems. Council may provide findings from these audits and tests to GreenCourt. Nothing in this Section 9 (including Council's exercise or non-exercise of its rights hereunder or the provision or non-provision of any findings thereof) shall create or result in any obligation, responsibility or liability under this Agreement or otherwise on the part of the Council with respect to the subject matter of this Section 9.

9.5. Court User Premises, Data and Systems. GreenCourt shall reasonably comply, and shall cause its employees and subcontractors to reasonably comply, with the following items so long as such items have been provided to GreenCourt in advance and in writing: all personnel, facility, safety and security policies, rules and regulations and other instructions of the Council, Courts or Clerk's Offices or imposed by any Applicable Law when performing work at a facility, or accessing or interacting with any computer systems, owned, leased, occupied or controlled by any Court User, and shall not: (i) compromise the security or integrity of any Court User's computer systems or data, (including permitting or causing any loss of, corruption of, or unauthorized access to, use of, or disclosure of, such computer systems or data); (ii) interfere with the use of, or access to, the Court User's computer systems or data by any Court User (including encoding or storing Council Data (defined at Section 13.3) in any proprietary or non-"open" format that interferes with or complicates transition of Council Data to, or use with, other computer software or systems); and/or (iii) perform under this Agreement in any manner that creates any risk of death, personal injury or damage to personal or real property, whether tangible or intangible. GreenCourt understands and acknowledges that the Council, the Courts and Court Users operate under various laws, rules, regulations and other legal requirements that are unique to governmental entities, and GreenCourt agrees that it shall not commit any act or omission that causes or could cause any of the foregoing to be not in compliance with any such laws, rules, regulations and other legal requirements.

10. WARRANTIES; REMEDIES.

10.1. Warranties. In addition to any other representation, warranty or covenant of GreenCourt, GreenCourt represents, warrants and covenants to Council throughout the Term that:

10.1.1. Performance Generally - the E-File Service and all other Services will be performed (a) in a good and workmanlike, timely and professional manner in accordance with the Specifications and all generally accepted professional industry standards and practices applicable to GreenCourt's industry, and (b) only by personnel having sufficient skill, knowledge, and training to provide and perform the Services in accordance with this Agreement;

10.1.2. Operation in Conformity - the Software, E-File Service and all other Services shall operate (i) in accordance with and conform to the Specifications, and (ii) in compliance with all, and not cause or contribute to a violation of any, Applicable Law;

10.1.3. Rights and Non-Infringement - (a) GreenCourt has, and will maintain through the Term, all right, title and interest in and to the Software, E-File Service and all other Services and all marketing materials and collateral created or used by or on behalf of GreenCourt necessary to perform its obligations hereunder, and to grant the rights granted by GreenCourt hereunder or under any End User Terms, without any further consent of any third party, and (b) none of the Software, E-File Service, other Services or marketing materials and collateral created or used by or on behalf of GreenCourt, nor the

use of any of the foregoing by Council or any End User as provided in this Agreement, do or will infringe upon, misappropriate, or violate any Intellectual Property Right or any contractual or other right of any third party;

10.1.4. Documentation and Source Code - all documentation for all Software, E-File Service and all other Services is and shall be complete and accurate and shall fully describe all features, functionalities and operating procedures with respect to such Software, E-File Service and other Services, and (ii) to the extent any Software is subject to an escrow obligation under Section 14 hereof, the source code for such Software is and will be sufficiently documented and commented to enable a reasonably skilled software developer to understand, modify, compile and otherwise utilize all aspects of such Software without reference to other sources of information;

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

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

10.1.7. Corporate Authorization, Validity and Good Standing - GreenCourt is, and at all times during the Term will remain, an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with all requisite power and authority to execute and deliver this Agreement (including all SOWs) and to perform its obligations, and this Agreement and each SOW will constitute a binding obligation upon it. In connection therewith, GreenCourt shall and shall cause all subcontractors to provide the Council a then-current Certificate of Existence from the Georgia Secretary of State showing that it is qualified to transact business in the State of Georgia, or, if GreenCourt or the applicable subcontractor is a foreign corporation, it shall provide the Council with a then-current Certificate of Authority showing that it is authorized to transact business in the State of Georgia.

10.2. Remedies. Upon breach of any representation, warranty or covenant contained in this Section 10, GreenCourt will, at its own expense, promptly remedy such breach (including, as applicable, promptly repairing or replacing any nonconforming portion of the Software, E-File Service or other Services, as the case may be, to remedy the nonconformity.) Without limiting the foregoing, if any of the Software, E-File Service or other Services are alleged, or Council's or any End User's receipt or use thereof or exercise of any right with respect thereto does (or is alleged to) infringe, misappropriate or violate any Intellectual Property Right or other right of any third party, GreenCourt will, at its election, do one or more of the following, at GreenCourt's expense, without limiting any other right or remedy of Council hereunder or at law or in equity: (i) secure all rights necessary for Council and End Users to continue

using such Software, E-File Service or other Services to the fullest extent contemplated by this Agreement without such infringement, misappropriation or violation; or (ii) modify such Software, E-File Service or other Services to make the same non-infringing and free of misappropriation or violation while still strictly conforming to all Specifications.

10.3. Disclaimer. THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY DOCUMENTS ATTACHED HERETO OR REFERENCED HEREIN), ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES BY EITHER PARTY, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

11. INDEMNIFICATION.

11.1. General Indemnification. GreenCourt shall indemnify, defend and hold harmless the Council, its members, the State of Georgia, its agencies and political subdivisions and all counties in the State of Georgia, specifically including all Courts, Clerk's Offices and Clerks of Superior Court (each of the foregoing are individually and collectively "Indemnitee(s)", against any and all demands, or harm (including without limitation legal, accounting, expert fees and all other expenses), suits, legal proceedings, claims, damages, expenses (including, without limitation, court costs, attorneys' fees and other damages, costs and expenses), losses, liabilities and harms of any kind ("Claim(s)"), incurred or suffered by any such Indemnitees and caused by any breach of this Agreement by GreenCourt.

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

11.3. Related Terms. All Indemnitees are expressly made third party beneficiary of GreenCourt's obligations to defend, indemnify and hold harmless under this Agreement. Council has the unconditional right to provide its own defense, or participate in GreenCourt's defense, of the Claim and GreenCourt will be solely responsible for payment of all fees, costs and expenses whatsoever, including appeals incurred by Council in defending such Claim. GreenCourt may not agree to any settlement or compromise of a Claim without Council's consent, which consent will not be unreasonably withheld. The Parties will consult and cooperate with each other in defense and/or settlement of any Claim.

12. LIMITATION OF LIABILITY. Except as specifically limited by this Agreement, all rights and remedies of a Party shall be deemed cumulative and nonexclusive, and each Party shall have all rights and remedies available to it at law or in equity. ANY PAYMENT OBLIGATIONS (IF ANY) UNDERTAKEN BY THE COUNCIL UNDER OR PURSUANT TO THIS AGREEMENT ARE EXPRESSLY MADE SUBJECT TO THE AVAILABILITY OF FUNDS TO THE COUNCIL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE COUNCIL, THE STATE OF GEORGIA, ITS GENERAL FUND, ANY OF ITS AGENCIES OR POLITICAL SUBDIVISIONS OR ANY OF ITS COUNTIES BE RESPONSIBLE OR LIABLE AS A RESULT OF THIS AGREEMENT OR ANY LIABILITY CREATED HEREBY OR ARISING HEREUNDER. THE FOREGOING SENTENCE SHALL CONTROL BUT, TO THE EXTENT THE COUNCIL IS FOUND LIABLE FOR MONETARY DAMAGES OR MONETARY OBLIGATIONS NOTWITHSTANDING THE FOREGOING SENTENCE, THE COUNCIL'S LIABILITY THEREFOR SHALL BE LIMITED FOR ALL SUCH DAMAGES AND OBLIGATIONS, IN THE AGGREGATE, TO THE AVAILABLE FUNDS PERMITTED TO BE PAID FROM THE PROCEEDS OF OPERATIONS OF THE COUNCIL AND OTHER FUNDS AVAILABLE TO THE COUNCIL. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GREENCOURT OR ANY OF ITS LICENSORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY GREENCOURT TO COUNCIL DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. IN NO EVENT SHALL GREENCOURT OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES CAUSED BY ANY VIRUSES, TROJAN HORSES OR OTHER SIMILAR CODE, OR ANY DENIAL-OF-SERVICE ATTACKS OR ANY UNAUTHORIZED ACCESS TO END USERS' SYSTEMS OR ANY SERVICE BY **UNRELATED THIRD PARTIES**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIMITATIONS IN THIS SECTION SHALL BE SUBJECT TO APPLICABLE LAW, AND SHALL NOT APPLY TO LIMIT GREENCOURT'S OBLIGATIONS UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND OR HOLD HARMLESS THE INDEMNITEES.

13. OWNERSHIP; LICENSES.

13.1. Ownership Generally; Ownership of Software. GreenCourt will be, as between the Parties, the owner of all right, title and interest in and to the Software, E-File Service and all other Services. Without limiting the foregoing, and subject to the remainder of this Section, GreenCourt shall ensure that it is, and shall remain throughout the Term, the owner of all right, title and interest in and to the Software and all Intellectual Property Rights therein or thereto and that all such right, title and interest will vest in, and be the exclusive property of, GreenCourt. GreenCourt will take such actions, provide such information, and execute (and cause its employees and independent contractors to execute) any necessary agreements and other documents to effectuate, perfect, obtain, maintain and/or enforce GreenCourt's ownership and Intellectual Property Rights in and to the Software. To the extent that, for

any reason, GreenCourt is not the owner of all right, title and interest in and to the Software and all Intellectual Property Rights therein or thereto, GreenCourt will (i) secure from all owners or proprietors of any and all such Intellectual Property Rights all rights and consents necessary for GreenCourt to fully perform its obligations under this Agreement and to grant to the Council and all End Users all rights and licenses granted under this Agreement; and (ii) maintain all rights and consents set forth at subsection (i) throughout the Term and for so long thereafter as GreenCourt's obligations or any rights or licenses granted to the Council survive.

13.2. Restrictions on Software. The Parties agree that, except as provided otherwise at Section 14, (i) GreenCourt has no obligation hereunder to deliver a physical copy of the Software to Council, and (ii) Council shall not (a) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code (or underlying structure or algorithms) from the Software or decode or decrypt any GreenCourt-proprietary data files created by or associated with the Software, or (b) alter, adapt, or modify the Software or otherwise create any derivative works from the Software.

13.3. Council Data; Restrictions on Use. "Council Data" means (i) any and all Court Data, along with (ii) any other data, information or material (whether in electronic or other form or media) (a) that Council, any Court or Court User owns (or has any legal obligation with respect to pursuant to Applicable Law), or (b) is made available to GreenCourt in connection with the Services, and specifically includes all such Court Data and other data, information or material even if such data, information or material does not constitute "Confidential Information" within the meaning of this Agreement. GreenCourt agrees that all Council Data shall remain the property of its respective owner(s) and that in no event whatsoever shall GreenCourt acquire any ownership or other right, title or interest in such Council Data except as specifically provided in this Agreement. GreenCourt agrees that, during the Term and thereafter, GreenCourt shall not, without the prior written approval by the Executive Director of the Council in each case, make or permit any use or disclosure whatsoever of the Council Data except as strictly necessary for GreenCourt's performance under, and in furtherance of, this Agreement or as otherwise expressly permitted by Applicable Law. GreenCourt's Confidential Information, including, but not limited to, Software, and all Intellectual Property Rights therein, E-File Service and all other Services shall not constitute Council Data.

14. SOFTWARE ESCROW.

14.1. GreenCourt and Council have entered into that certain Master Source Code Escrow Agreement with Tisinger Vance, P.C., attached hereto as Exhibit F as an agreement supplementary to this Agreement. For purposes of Section 365(n) of Title 11, United States Code, all rights and licenses granted to Council under this agreement shall be deemed to be licenses of rights to "intellectual property" as defined under Section 101(56) of Title 11, United States Code ("Licensed Intellectual Property"). In the event of a bankruptcy of GreenCourt, if GreenCourt is a debtor in possession of such Licensed Intellectual Property or, if a trustee in bankruptcy is appointed for GreenCourt, Council will have the right to exercise all rights provided by Section 365(n) with respect to such Licensed Intellectual Property.

14.2. Release Events. Council shall be entitled to receive a copy of the Escrowed Material in the event (an "Event of Release"): (a) Licensor is adjudicated bankrupt or insolvent by a court of competent

jurisdiction under Chapter 7 of the United States Bankruptcy Code, as amended, or similar successor provisions (a "Chapter 7 Proceeding"); or, (b) Licensor files a voluntary petition in any Chapter 7 Proceeding; or, (c) Licensor liquidates its computer software business and operations without providing for the continued operation thereof by a successor in interest to Licensor. The foregoing notwithstanding, any breach by Council of its obligations set forth in Section 7.6 above shall preclude Council from receiving a copy of the Escrowed Material pursuant to any Event of Release.

15. GENERAL PROVISIONS.

15.1. Changes to Agreement Due to Applicable Law; Other Amendments. Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement or any term of this Agreement is determined (or, in Council's reasonable judgment, is likely to be determined) to be unlawful or unenforceable or impairs Council's ability to comply with all Applicable Law (whether due to any change in Applicable Law during the Term or otherwise), then the Parties shall amend this Agreement as necessary to remedy such unlawful nature or unenforceability or to permit Council to comply with Applicable Law (or, if the Parties fail to make such amendment, then this Agreement shall be deemed automatically amended as necessary to comply with, or effectuate such change in, Applicable Law.) Except as provided above or otherwise in this Agreement, this Agreement may not be amended or modified except by a writing signed in ink by both Parties.

15.2. Dispute Resolution and Arbitration. The Parties agree that any dispute, claim, disagreement or controversy between the Parties arising out of, connected with, or relating in any way to this Agreement (a "Dispute"), shall be resolved exclusively pursuant to the procedures described in Exhibit G-Dispute Resolution (the "DR Procedures"), and such resolution shall be binding and final upon the Parties. The Parties agree and stipulate that, anything in this Agreement or the DR Procedures to the contrary notwithstanding, this Agreement shall be deemed to be a "Contract" within the meaning of the DR Procedures for all purposes thereof. Both Parties understand and agree that the DR Procedures constitute the sole and exclusive method of resolving all Disputes; provided, however, that, subject to the provisions of Section 15.7, either Party may apply to a court of competent jurisdiction for injunctive or other equitable relief as may be necessary to protect such Party's Intellectual Property Rights or Confidential Information or to enforce the provisions of this Section. Throughout the pendency of any Dispute or the DR Procedures, GreenCourt will continue to provide Services at the same level and quality required by this Agreement, subject to any right of termination expressly set forth in this Agreement.

15.3. Assignment. Notwithstanding any reference elsewhere in this Agreement to GreenCourt's independent contractors or subcontractors, GreenCourt may not and will not, except in connection with a merger, acquisition, name change, corporate reorganization, or to a successor organization, to a parent or subsidiary, or to another entity within the organization, (i) subcontract any of the Services or other performance of GreenCourt under this Agreement except in accordance with Section 7.2.1; or (ii) assign this Agreement or any of its rights, or delegate any of its duties, pursuant to this Agreement without the prior written consent of Council. This Agreement binds the Parties and their successors and permitted assigns. GreenCourt shall promptly notify Council of any assignment permitted pursuant to this Section 15.3

15.4. Compliance with Applicable Law; Offshore Work. GreenCourt shall at all times throughout the Term comply with all Applicable Law. Without limiting the foregoing and for purposes of certainty,

GreenCourt will be solely responsible for compliance with, and shall comply with, all applicable import and export laws, rules, and regulations and other all Applicable Law of the United States and of any jurisdiction(s) elsewhere in, to, from or through which any Services, Covered Information or Confidential Information are performed, transmitted, transported, imported or exported. GreenCourt agrees to keep such books and records and to take other actions as may be required by such Applicable Law. GreenCourt will defend, indemnify, and hold harmless all Indemnitees against any and all Claims caused by GreenCourt's failure to comply with any such Applicable Laws.

15.5. Insurance. GreenCourt will purchase and maintain throughout the Term and for so long as any SOW remains in effect (i) commercial general liability insurance, including without limitation coverage for contractually assumed risks and liabilities, with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, (ii) workers compensation in accordance with statutory limits, (iii) employer's liability insurance with a limit of \$1,000,000, (iv) Technology Errors & Omissions coverage in an amount no less than \$3,000,000, and (v) any other coverages (if any) required by Applicable Law. All policies shall be written on occurrence basis (unless otherwise agreed by Council or required by Applicable Law), and shall be procured from a company or companies possessing an A.M. Best rating of A-VII or better that is authorized to do business under the laws of the state(s) in which GreenCourt is conducting business related to this Agreement.

15.6. Force Majeure. If either Party is prevented from performing any portion of this Agreement (other than the payment of money) by causes beyond its control (and not caused or facilitated by such Party's own acts or omissions or otherwise reasonably preventable or avoidable by such Party), including without limitation, civil commotion, war, terrorism, governmental regulations or controls, casualty or acts of God, such Party will immediately give specific notice of same to the other Party and will be excused from performance for the period of the delay and the time for such Party's performance will be extended for a period of time equal to the duration of such delay. If such delay continues for more than thirty (30) days, Council may terminate this Agreement or the affected SOW, in whole or in part. The Party prevented from performance by such event will use its best efforts to mitigate the effects of the event and resume performance as quickly as reasonably possible under the circumstances.

15.7. Construction, Venue, Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of or in connection with or related in any way to this Agreement will in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia and the United States of America, excepting any of such laws that might apply the laws of another jurisdiction. Venue for any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement will lie exclusively in the courts located in Georgia. Each Party hereby irrevocably submits to the personal jurisdiction and exclusive venue of such courts, and waives lack of personal jurisdiction, improper venue or forum non conveniens as a defense to any such action. Without limiting any other obligation hereunder of GreenCourt with respect to its independent contractors, GreenCourt specifically agrees to cause its independent contractors who perform in connection with this Agreement to agree to the terms in this Section and to agree that Council is an intended third party beneficiary of such agreement.

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

15.9. Entire Agreement. This Agreement includes and incorporates all SOWs and Change Orders now or hereafter entered into hereunder and all referenced or attached exhibits, schedules, attachments or documents, and sets forth the entire agreement and understanding between the Parties pertaining to their subject matter, superseding all prior or contemporaneous discussions, agreements, promises or understandings between the Parties pertaining to their subject matter. Any additional or varying terms contained in GreenCourt's preprinted forms, End User Terms, correspondence or other documents transmitted or displayed in any format or media to Council will be of no effect, unless otherwise expressly provided in the Agreement. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same Agreement.

15.10. Notice. Unless otherwise agreed to by the Parties, all notices required under the Agreement will be given in writing, addressed and sent to the Party's notice address (the initial address for which is set forth at the outset of this Agreement) and to the attention of the Party executing the Agreement or the person's successor, and will be delivered: (i) by hand delivery (in which case notice will be effective upon delivery); (ii) by Federal Express, Express Mail, or other nationally recognized overnight courier service (in which case notice will be effective one (1) business day following dispatch); and/or (iii) by registered or certified mail, return receipt requested, postage prepaid (in which case notice will be effective three (3) days following deposit in mail).

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

15.12. Independent Contractor. The Parties acknowledge that its relationship with the other will be that of an independent contractor, and nothing contained in this Agreement will be construed as establishing any agency, employer/employee relationship, partnership or joint venture between Council and GreenCourt. Without limiting the foregoing, neither GreenCourt nor its employees or independent contractors shall have any authority to bind Council to contracts or other legal commitments, and none of the foregoing will attempt to do so or represent that it has such authority. None of GreenCourt or its employees and independent contractors are employees of Council, and none of the foregoing shall be eligible for, nor may they participate in, any employee rights or benefits (including benefits plans) of Council employees. As between the Parties, GreenCourt is solely responsible for payment of and will pay all taxes and assessments relating to GreenCourt's and all GreenCourt's employees' and independent contractors' compensation including, without limitation, any and all federal, state and local income taxes (if applicable), employment-related taxes (if applicable), worker's compensation insurance (if applicable), unemployment insurance (if applicable), social security and withholding taxes (if applicable), and will indemnify, defend, and hold Indemnitees harmless against all Claims caused by, any of the foregoing.

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

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

15.15 Anti-Sunset. GreenCourt, or any successor in interest, will not discontinue the E-File Service, or any portion thereof, during the sixty (60) month period following the Effective Date of the Agreement, except for reason of non-payment by End Users. Thereafter, GreenCourt, or any successor in interest, will not discontinue the E-File Service, or any portion thereof, without providing one (1) year prior written notice to Council.

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

Council of Superior Court Clerks of Georgia

GreenCourt Legal Technologies, LLC

By:

Bart W. Jackson

By:

William G. Esslinger, Jr.

Printed Name:

Bart W. Jackson

Printed Name:

William G. Esslinger, Jr.

Title:

*Clerk, Superior Court
Jones County*

Title:

President + CEO

Date:

3/3/14

Date:

3-3-14

EXHIBIT A SOFTWARE - FUNCTIONAL SPECIFICATIONS

**Georgia Superior Court
Civil Electronic Filing Project
Phase 1 Functional Requirements Definition
October 1, 2012**

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Project Background

A steering committee (comprised of representatives from GSCCCA, the Council of Superior Court Judges of Georgia, the Prosecuting Attorney's Council, the Georgia Public Defender's Standards Council, the State Bar of Georgia, and the Council of Superior Court Clerks of Georgia) has been established to develop both a strategic plan for implementation and regulations for the operation of an electronic filing system for the offices of the clerk of superior court in Georgia.

Electronic filing, or "eFiling", is industry vernacular for a system that could encompass a wide range of functionalities including (but not limited to) initial electronic filing of court documents, case modification, document storage and retrieval, court calendars / case status, case dashboards, etc. While the long term eFiling solution should ultimately provide most of these capabilities, the initial phase of the project will be limited to the electronic filing of court documents. The initial phase will also focus solely on civil filings for superior and state courts (with the initial roll out of the solution to the superior courts). Scope for the initial phase of this project is further defined in Figure 1 below.

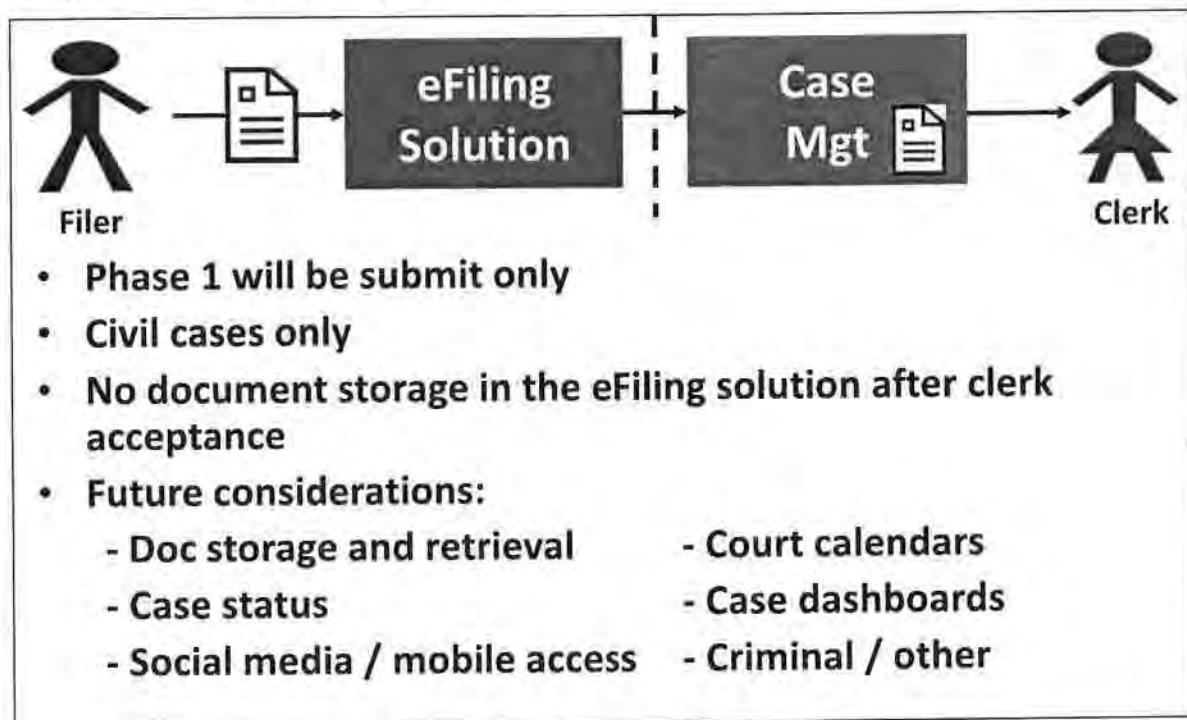


Figure 1

Prior to the start of building / coding / programming the solution, there are a number of critical project activities that must be completed. Specifically, the project team must define:

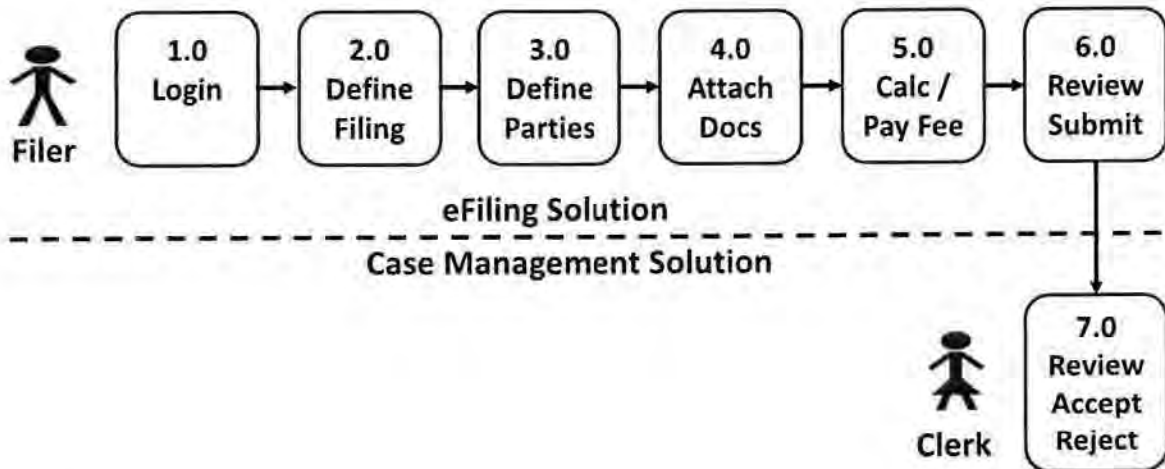
- **Functional requirements:** in non-technical court process language, what functions do you want the solution to have?
- **Technology architecture:** what technologies will be used in building the solution?
- **Implementation plan:** what is the effort, timing, and who are the participants involved in building the solution?

This document pertains specifically to defining the solution's functional requirements. This document is NOT a detailed design document. Creation of a detailed solution design (screen design, coding rules, etc.) will take place in the design phase of the project.

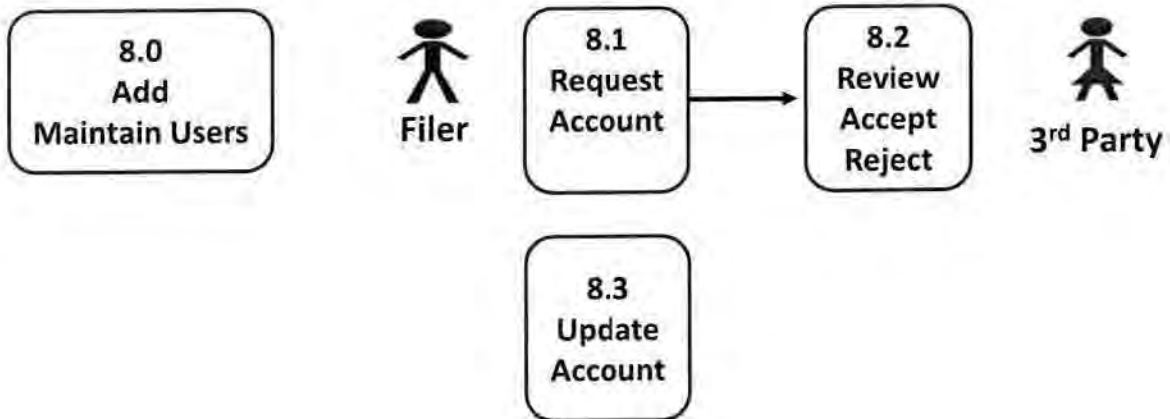
Electronic Filing Online Process

The requirements defined in this document pertain specifically to the Court Filing and User Maintenance processes (as defined by the project team, including a group consisting of court clerks, deputy court clerks, members of the bar, and law firm administrative staff). Pictorial representations of the flows are as follows:

Court Filing



User Maintenance



Functional Requirements

The project team worked in depth with a group consisting of court clerks, deputy court clerks, members of the bar, and law firm administrative staff to define the functional requirements of the eFiling solution. The requirements are organized by the process activity they pertain to (e.g. Login, Define Filing, Define Parties, etc.).

1.0 Login

Req. #	Requirement
1.0	Login
1.0.1	A login screen will be developed that accommodates branding specific to civil filings.
1.0.2	The login screen will allow users to request a new account (see 8.0 User Maintenance).
1.0.3	The landing page after login will contain menu navigation allowing for filer selection of new case or existing case.
1.0.4	The landing page will also contain a link entitled "Docket Info" which will take the users to a new page that displays links to a court's docket information (in the clerk's case management system). Note: not all clerks provide this information online – only those clerks that have this capability will be listed on this page.
1.0.5	The landing page after login will contain filer transaction history (only history for the filer/account will be displayed). Data will include (but not be limited to): <ul style="list-style-type: none">• Transaction date• Solution unique eFile #• Status (Submitted, Accepted, Rejected, Draft)• County• Case Type• Civil Action # (if accepted by Clerk, see 7.0)• Document type of first document submitted in filing (see 4.0)

2.0 Define Filing

Req. #	Requirement
2.0	Define Filing
2.0.1	The solution must support electronic filing of documents in civil cases, both domestic and non-domestic.
2.0.2	The solution must support the electronic filing of documents by court (state, superior, etc.).
2.1	Define Filing – New Case
2.1.1	The solution must support the filing of documents initiating a new case.
2.1.2	The solution must allow for filer definition of county from a drop down menu (only participating counties will appear in the drop down).
2.1.3	The solution must allow for filers to show related cases via entry of multiple Civil Action #(s). A message will be displayed to users stating that the clerk's office will review the filing and ultimately determine if the cases are related.
2.1.4	The solution must allow for filer definition of Domestic or Non-Domestic.
2.1.5	If Non-Domestic, the solution must allow for filer definition of Non-Domestic case type from a drop down menu (see Appendix A for values)
2.1.6	The solution must allow for filer definition of tort case type (if Non-Domestic and Tort is case type) from a drop down menu (see Appendix B for values). Users may select two values.
2.1.7	The solution must allow for filer declaration of "punitive damages pleaded", yes or no (if Non-Domestic and Tort is case type)
2.1.8	If Domestic, the solution must allow for filer definition of Domestic case type from a drop down menu (see Appendix C for values)
2.1.9	If Divorce is selected as case type, the user must be able to declare one or more divorce types, specifically: Contested, Child Custody Issue, and Child Support Issue.
2.1.10	If Domestic, the solution must allow for filer definition of additional family violence information if applicable. Specifically, "did the initial pleading include a request for relief?" If yes, "1. From alleged family violence?" yes or no, and "2. Was ex parte relief requested?" yes or no, and "3. Was ex parte relief granted?" yes or no.
2.1.11	If Domestic, the solution must allow for filer definition of additional information if applicable. Specifically, "Have the parties agreed to binding arbitration?" yes or no, and "Financial Affidavit submitted?" yes or no, and "Child Support Forms submitted?" yes or no, and "Have the parties reached a custodial agreement" yes or no, and if yes to custodial agreement then the filer must define one of the following: joint custody, joint legal custody, joint physical custody, or sole custody. If sole custody is selected, the filer must declare to whom sole custody was granted (use Last Name, First Name, Middle I. format).
2.1.12	The solution will create the required General Civil Case Filing Information Form for both Domestic and Non-Domestic filings (see Appendix D for example forms).
2.1.13	The solution must support reporting on filings by case type over a user specified time period.

2.2	Define Filing – Existing Case
2.2.1	The solution must support the filing of documents initiating an existing case via selection of “Existing Case” on the landing page menu OR by clicking on a Civil Action # from the transaction history displayed on the landing page. Existing case eFiling will only be supported if the case was originally initiated in the eFiling solution.
2.2.2	If Existing Case is chosen from the landing page menu, the solution will allow the filer to input the Civil Action #.
2.2.3	Once Civil Action # is entered OR clicked on in the transaction history, the lead plaintiff and defendant will be displayed. Users must positively verify that the correct case is displayed. Users must be able to re-enter civil action #s if the wrong case is displayed.
2.2.4	The solution must support Final Disposition filings for both Domestic and Non-Domestic cases.
2.2.5	If the user defines the filing as a final disposition non-domestic, the system must capture the appropriate information to create the required General Civil Case Final Disposition Form (see Appendix E for example form and information required).
2.2.6	If the user defines the filing as a final disposition domestic, the system must capture the appropriate information to create the required Domestic Relations Case Final Disposition Information Form (see Appendix E for example form and information required).
2.2.7	Users should have the ability to save transactions midstream, at any point in the process. The transaction should be placed into a “Draft” status. “Draft” transactions should be saved for five business days before being automatically deleted. System will auto save transactions midstream in “Draft” status.
2.2.8	Initially, integration with the clerk’s case management system will focus on submitting (eFiling) documents. Therefore, initially, filing against an existing case will be limited to those cases that were initiated in the eFiling solution.

3.0 Define Parties

Req. #	Requirement
3.0	Define Parties
3.0.1	The solution must support the capture of information for multiple Plaintiffs and Defendants.
3.0.2	The solution must support the designation of a lead Plaintiff and Defendant.
3.0.3	The solution must support the ability for the filer to declare which Plaintiff(s) or Defendant(s) the filer is representing (one, multiple, or all).
3.0.4	Clerks will have the ability to add or remove plaintiffs and defendants.
3.0.5	The solution must support the ability to list multiple attorneys for each party and designate lead for each and lead for the case (one lead each for Plaintiffs and Defendants). Attorney info: name, firm, bar #, address, email, phone #.
3.0.6	<p>The solution must support the capture of the following information for each party:</p> <ul style="list-style-type: none"> • Party type (plaintiff or defendant) • Individual or Entity (Company, Organization, etc. – mandatory if Entity) • Last name (mandatory) • First name (mandatory) • Middle name or Initial • Suffix • Prefix • Maiden • Multiple AKAs/DBAs per party • Street Address • City • State • Zip • Country (default USA) • Multiple email (ability to designate main) • Multiple phone (ability to define type and main)
3.0.7	The solution must also allow for the capture of a filer reference number (client/matter) for each party. This value is the unique id given to the party by the filer's firm. The personal reference number is passed on to the credit card company (so that the number appears on the filer's credit card bill thus simplifying client billing).

4.0 Attach Documents

Req. #	Requirement
4.0	Attach Documents
4.0.1	Filers must be able to attach multiple PDF documents to be submitted at one time.
4.0.2	The solution must support the ability for the filer to declare a document type for each attached document from a drop down box (see Appendix F for a list of valid values). After selection of a document type, the solution must support user defined free form entry of a document name.
4.0.3	Users must be able to declare which attached documents are "primary" and therefore will be electronically stamped by the clerk's office.
4.0.4	Users can indicate that they would like a copy of the document stamped by the clerk (on acceptance) returned to them.
4.0.5	The solution must display a list of all attached documents. Information should include Document Type, user defined document name, file name, and file size.
4.0.6	The solution must allow the removal of attached documents from the displayed list.
4.0.7	The solution must allow opening of attached documents, prior to submittal, to verify that the correct document was attached.
4.0.8	If a summons is attached, the user must be able to indicate which parties are to be served.

5.0 Calculate / Pay Fees

Req. #	Requirement
5.0	Calculate / Pay Fees
5.0.1	The solution must support the establishment and use of a draw down account AND a pay as you go model. Both the draw down account and pay as you go model may utilize credit card or ACH.
5.0.2	Users can choose a default payment method (use draw down or pay as you go) but always have the option to override during the transaction.
5.0.3	User (see Requirement 8.0) profiles will include payment account information (ACH and or credit card). Users can choose a default payment account but will always have the option to override the default and select a different account or enter new payment information during the transaction.
5.0.4	If filing via the eFiling solution, the fees must be paid immediately at the time of the transaction – there is no invoicing or pay later option.
5.0.5	The solution must automatically calculate fees based on case type, documents filed, and number of parties (plaintiffs and defendants).
5.0.6	The solution must allow for fee schedule definition by county OR definition of multiple fee schedules with each county tied to one. In the future, multiple court fee schedules will need to be supported.
5.0.7	The solution must allow for the charging of an eFiling fee, standard across all counties, in addition to the county filing fees.
5.0.8	The solution must support charging fees for each summons served.
5.0.9	The solution must support charging fees for providing stamped copies of approved documents (see Requirements 4.0 and 7.0).
5.0.10	The solution must support the collection of fees into a pooled account and the back end accounting to distribute collected fees to the appropriate counties (and in the future, by court).
5.0.11	The solution must support filing “in forma pauperis”. If the filer selects this option, all fees are waived (for all filings for that user going forward). Filing in forma pauperis requires a signed order from a judge. The solution must enforce the submission of this document type (order from judge) if declaring in forma pauperis.
5.0.12	At submit, the charge to the filer’s credit card should be authorized only. The actual charge should not be made until acceptance of the filing by the clerk. The detailed process pertaining to ACH payments will be defined in the project design phase.
5.0.13	If credit card authorization is not successful, an error message should be displayed. The transaction should not proceed to a “submitted” status until a successful credit card authorization has been made. Users should have the ability to change credit card information in an attempt to receive a successful authorization.
5.0.14	After receiving an “acceptance” notice from the clerk’s case management system, the eFiling solution will charge the filer’s credit card. If the credit card charge is not successful, the notice to the filer (see Requirement 7.0) should read “rejected” with a “credit card error” reason. A notice must be sent back to the case management system notifying the clerk of nonpayment.

6.0 Filer Review / Submit Filing

Req. #	Requirement
6.0	Filer Review / Submit Filing
6.0.1	The solution must capture the date and time of file submission. This will be the official date and time of the filing upon clerk acceptance.
6.0.2	Prior to submission, the solution must present a review screen of pertinent filing information.
6.0.3	The solution must allow for navigation to prior screens to allow for adjustments / corrections.
6.0.4	<p>Upon submittal of documents, a notice, via email, is sent to the filer (and designees, see 8.0 User Maintenance). The notice lets the filer know that the documents have been submitted with a reminder that the clerk has not yet accepted the documents and that a separate notice will be sent after clerk review. Information in the notice includes:</p> <ul style="list-style-type: none"> • Submitted date and time • Status of Submitted • Court • County • Filer name • On behalf of (if applicable) • eFile # • Style (lead plaintiff v. lead defendant) • Case type • List of doc types, doc names in filing • List of fees authorized
6.0.5	Users may override the default notice recipients based on user profile (see Requirement 8.0).
6.0.6	The solution must support user definition of unlimited notice recipients via entry of additional email addresses for each transaction. Entry of additional email addresses may be in lieu of the default recipients defined in the user profile (see Requirement 8.0) or in addition to the default recipients.
6.0.7	Upon submittal, the transaction is assigned a unique eFiling transaction number. The eFiling # is displayed on the filer's transaction history (see Requirement 1.0)
6.0.8	The status of the transaction at this point in time is "Submitted" in the eFiling solution.
6.0.9	The solution must "push" submitted documents and pertinent case data (Note: this meta/index data will be defined in the project design phase) to the clerk's case management system.
6.0.10	The solution must support reporting on transaction aging: How long are transactions sitting after being submitted without clerk action? Transaction detail must be included.

7.0 Clerk Review – Accept / Reject Filing

Req. #	Requirement
7.0	Clerk Review Accept / Reject Filing
7.0.1	The clerk will review the filing information and documents in their case management system (probably in a “temporary” or “submitted” state). After review, the clerk will either accept or reject the filing. On acceptance, the documents and case data will be loaded into the clerk’s case management system and a Civil Action # will be assigned. Additionally, the primary documents will be electronically stamped and if a summons was submitted, the summons will be electronically signed. If the clerk rejects the filing, the clerk must define a rejection reason.
7.0.2	Upon acceptance or rejection, the clerk’s case management system will update the eFiling solution.
7.0.3	The status of the transaction at this point in time is “Accepted” or “Rejected” in the eFiling solution.
7.0.4	In the case of acceptance, the documents will no longer persist in the eFiling solution. In the case of rejection, the transaction (case data and documents) will persist in the eFiling solution for ten business days to allow for correction and resubmittal.
7.0.5	<p>Upon receiving the acceptance or rejection message from case management, the eFiling solution will send a notice to the filer (and designees, see 8.0 User Maintenance). The notice lets the filer know that the filing has been accepted or rejected by the clerk. In the case of a rejection, the rejection reason is included in the notice along with a reminder that the filer has ten business days to correct the filing and resubmit before the transaction will be deleted. Information in the notice includes:</p> <ul style="list-style-type: none"> • Submitted date and time • Status (Accepted or Rejected) • Rejected Reason (if Rejected) • Court • County • Filer name • On behalf of (if applicable) • Civil Action # • eFile # • Style (lead plaintiff v. lead defendant) • Case type • List of doc types, doc names in filing • List of fees charged
7.0.6	Upon acceptance, the clerk’s case management will, if requested by the user (see Requirement 4.0), send a stamped copy of the primary documents back to the eFiling system. The eFiling system will send, via email, the stamped document(s) along with the notice to the filer and the filer’s designated notice recipients (see Requirement 8.0). The stamped documents will not persist in the eFiling system – they are simply passed to the filer.

8.0 User Maintenance

Req. #	Requirement
8.0	Add / Maintain Users
8.1	Request Account
8.1.1	Accounts will be limited to members of the bar (attorneys and judges) or pro se filers.
8.1.2	Members of the bar requesting an account must enter the following information: <ul style="list-style-type: none"> • Firm Name (from dropdown with type ahead list reduction) • Last name • First name • Suffix • Prefix • Street Address • City • State • Zip • Country (default USA) • Multiple email (ability to designate main) • Multiple phone (ability to define type and main) • Georgia Bar ID
8.1.3	The solution must support pro se filing. Users must specifically request a pro se account. Pro se user information captured is: <ul style="list-style-type: none"> • Last name • First name • Suffix • Prefix • Street Address • City • State • Zip • Country (default USA) • Multiple email (ability to designate main) • Multiple phone (ability to define type and main)
8.1.4	Users requesting a pro se account must check a box stating "Under penalty of law, I confirm that I am requesting this account to file documents with the Court on my behalf only. At no time will I use this account to file documents with the Court on anyone's behalf but my own."
8.1.5	Users requesting a pro se account will be presented a message stating that their user information must match exactly with the lead filing party information. The solution must enforce the match.

8.1.6	All users may designate, in their profile, a default list of notice (see Requirements 6.0 and 7.0) recipients via email.
8.1.7	Users will be able to establish multiple fee payment accounts (via credit card or ACH) and select one as default.
8.2	Review Account
8.2.1	All new users will be vetted using the existing clerk's authority vetting process.
8.2.2	Upon approval, a notice will be emailed to the user requesting the account. The notice will indicate that the account will become active if the user clicks on an embedded link (verifying email).
8.3	Update Account
8.3.1	Users will be able to update their profile information.

Appendix A: Non-Domestic Case Types

Note: The following list will be finalized in the detailed design stage of the project.

- Garnishment
 - Regular
 - Continuing

- Complaint
 - Contract
 - Account
 - Damages
 - Covenant Enforcement
 - Declaratory Judgment

- Appeals
 - Magistrate Court
 - Probate Court
 - Tax Assessor
 - Board of Workers Compensation

- Forfeiture / Seizure (by the State)
- Petition for Release from Sex Offender Conditions
- Real Property
- Forfeiture In Rem (by the State)
- Foreign Judgment
- Wills / Estates
- Writ of Possession
- Personal Property (Foreclosure)
- Petition to Establish Custodial Account
- Condemnations
- Habeas Corpus
- Contempt (Non-Domestic)

Appendix B: Tort Case Types

Note: The following list will be finalized in the detailed design stage of the project.

Tort

- Auto Accident
- Defamation
- Fraud
- Premises Liability
- Conversion / Unjust Enrichment
- Misappropriation of Monies
- Wrongful Death
- Trespass
- Other Professional Negligence
- Medical Malpractice

Appendix C: Domestic Case Types

Note: The following list will be finalized in the detailed design stage of the project.

- Divorce
- Separate maintenance
- Adoption
- Paternity (includes legitimation)
- Interstate support enforcement action
- Domestication of foreign custody decree
- Family violence act petition
- Modification – custody, visitation, or parenting time
- Modification – child support and alimony
- Modification – child support
- Modification – alimony
- Contempt – custody, visitation, or parenting time
- Contempt – child support and alimony
- Contempt – child support
- Contempt – alimony

Appendix D: Filing Information Form Examples

Note: These are examples of the current filing information forms. The final format of the forms will be defined in the design phase of the project.

General Civil Case Filing Information Form (Non-Domestic)

Court Superior State County _____ Date Filed _____
MM-DD-YYYY
 Docket # _____

Plaintiff(s)

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Plaintiffs _____

Plaintiff/Petitioner's Attorney Pro Se

Last First Middle I. Suffix

Bar # _____

Defendant(s)

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Defendants _____

Check Primary Type (Check only ONE)

- Contract/Account
- Wills/Estate
- Real Property
- Dispossessory/Distress
- Personal Property
- Equity
- Habeas Corpus
- Appeals, Reviews
- Post Judgment Garnishment, Attachment, or Other Relief
- Non-Domestic Contempt
- Tort (If tort, fill in right column)
- Other General Civil Specify _____

If Tort is Case Type: (Check no more than TWO)

- Auto Accident
- Premises Liability
- Medical Malpractice
- Other Professional Negligence
- Product Liability
- Other Specify _____

Are Punitive Damages Pleaded? Yes No

Domestic Relations Case Filing Information Form

Superior Court County _____ Date Filed _____
MM-DD-YYYY

Plaintiff(s) Docket # _____ Defendant(s)

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Plaintiff/Petitioner's Attorney Pro Se

Last First Middle I. Suffix

Bar # _____

Check Case Type (one or more)

- Divorce (includes annulment)
 - Contested? Yes No
 - Child Custody Issue? Yes No
 - Child Support Issue? Yes No
- Separate Maintenance
- Adoption
- Paternity (includes legitimation)
- Interstate Support Enforcement Action
- Domestication of Foreign Custody Decree
- Family Violence Act Petition
- MODIFICATION**
- Modification - Custody, Visitation, or Parenting Time
 - Does the modification include a parent selection by a child who is at least 14 years old? Yes No
- Modification - Child Support and Alimony
- Modification - Child Support
- Modification - Alimony
- CONTEMPT**
- Contempt - Custody, Visitation, or Parenting Time
- Contempt - Child Support and Alimony
- Contempt - Child Support
- Contempt - Alimony
- Other Domestic Contempt
- Other Domestic Relations Specify _____

FAMILY VIOLENCE

Additional Information - Ex Parte Relief

Did the initial pleading include a request for relief?

1. From alleged family violence? Yes No
2. Was ex parte relief requested? Yes No
3. Was ex parte relief granted? Yes No

OTHER

Have the parties agreed to binding arbitration? Yes No

Have the parties reached a custodial agreement? Yes No

If yes, check one:

- Joint Custody
- Joint Legal Custody
- Joint Physical Custody
- Sole Custody to: _____

Financial Affidavit submitted? Yes No

Child Support Forms submitted? Yes No

Appendix E: Final Disposition Form Examples

Note: These are examples of the current final disposition forms. The final format of the forms will be defined in the design phase of the project.

General Civil Case Final Disposition Form (Non-Domestic)

Court Superior State County _____ Date Disposed _____
MM-DD-YYYY
 Docket # _____

Reporting Party _____
Last First Middle I. Suffix Prefix Maiden Title

Name of Plaintiff/Petitioner(s)

Name of Defendant/Respondent(s)

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Plaintiff/Petitioner's Attorney Pro Se

Defendant/Respondent's Attorney Pro Se

Last First Middle I. Suffix

Last First Middle I. Suffix

Bar # _____

Bar # _____

Type of Disposition (Check all that apply)

1. Pre-Trial Dismissal (Specify which type)
 - A. Involuntary
 - B. Voluntary (without prejudice)
 - C. Voluntary (with prejudice)
2. Pre-Trial Settlement
3. Default Judgment
4. Summary Judgment
5. Transferred/Consolidated
6. Bench Trial
7. Jury Trial (specify outcome further)
 - A. Dismissal after jury selected
 - B. Settlement during trial
 - C. Judgment on Verdict
 - D. Directed Verdict or JNOV

I. Judgment on Verdict. Was the verdict:

- A. For Plaintiff(s) [all]
- B. For Defendant(s) [all]
- C. Other: (Explain)

AWARD

1. If verdict for Plaintiff, how much was awarded?

\$ _____	Compensatory
\$ _____	Punitive

2. If verdict on cross or counter claims, how much was awarded?

\$ _____	Compensatory
\$ _____	Punitive

3. Did the court modify the award?
 Yes No
4. Were attorneys fees awarded?
 Yes No

ADR

1. Was ADR utilized?
 Yes No
2. If yes, was it (check if applicable)
 court annexed?
 court mandated?
3. Did the matter settle after trial for other than judgment? (If known at the time of this submission)
 Yes No

Domestic Relations Case Final Disposition Information Form

Superior Court County _____ Date Disposed _____
MM-DD-YYYY
 Docket # _____

Reporting Party _____
Last First Middle I. Suffix Prefix Maiden Title

Name of Plaintiff/Petitioner(s) Name of Defendant/Respondent(s)

Last First Middle I. Suffix Prefix Maiden

Plaintiff/Petitioner's Attorney Pro Se Defendant/Respondent's Attorney Pro Se

Last First Middle I. Suffix

Bar # _____

Type of Disposition (Check all that apply)
1. <input type="checkbox"/> Dismissed Without Final Order
A. <input type="checkbox"/> Voluntary (by parties)
B. <input type="checkbox"/> Involuntary (by court)
2. <input type="checkbox"/> Pre-Trial Settlement
3. <input type="checkbox"/> Judgment on the Pleadings
4. <input type="checkbox"/> Summary Judgment
5. <input type="checkbox"/> Trial
A. <input type="checkbox"/> Bench Trial
B. <input type="checkbox"/> Jury Trial
1. <input type="checkbox"/> Dismissal after jury selected
2. <input type="checkbox"/> Settlement during trial
3. <input type="checkbox"/> Judgment on Verdict
4. <input type="checkbox"/> Directed Verdict or JNOV

ADR
1. Was mediation utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. If Yes, was it (check if applicable)
<input type="checkbox"/> court annexed?
<input type="checkbox"/> court mandated?
3. Binding Arbitration Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, what matters were subject:
<input type="checkbox"/> Child Custody
<input type="checkbox"/> Visitation/Parenting Time
<input type="checkbox"/> Parenting Plan

Relief Granted (Check all that apply)
1. <input type="checkbox"/> Ex Parte Relief
2. <input type="checkbox"/> Temporary Relief
3. <input type="checkbox"/> Final Relief
a. <input type="checkbox"/> Divorce/Annulment/Separate Maintenance
b. <input type="checkbox"/> Child Custody
Parenting Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
Custodial Arrangement? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, check one:
<input type="checkbox"/> Joint Custody
<input type="checkbox"/> Joint Legal Custody
<input type="checkbox"/> Joint Physical Custody
<input type="checkbox"/> Sole Custody to: _____
14 year old parental selection? <input type="checkbox"/> Yes <input type="checkbox"/> No
c. <input type="checkbox"/> Visitation or Parenting Time
Approx. Parenting Time (days per year)
Mother _____ Father _____
Parenting Time Contested? <input type="checkbox"/> Yes <input type="checkbox"/> No
d. <input type="checkbox"/> Child Support
Forms attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
e. <input type="checkbox"/> Legitimation/Paternity
f. <input type="checkbox"/> Alimony
g. <input type="checkbox"/> Contempt
h. <input type="checkbox"/> Equitable Division
i. <input type="checkbox"/> Protective Order
<input type="checkbox"/> Person <input type="checkbox"/> Property
<input type="checkbox"/> Finding of Family Violence?
j. <input type="checkbox"/> Adoption
k. <input type="checkbox"/> Attorneys Fees?
If Yes, enter amount: _____
to whom: _____
l. <input type="checkbox"/> Other (Specify) _____

4. <input type="checkbox"/> Dismissed prior to granting of relief.

Appendix F: Document Type Values

Note: The following list will be finalized in the detailed design stage of the project.

- Summons
- Complaint
- Petition
- Answer
- Motion
- Memorandum / brief
- Service of process
- Affidavit
- Notice
- Statement of material fact
- Theory of recovery
- Exhibit (cannot be primary)
- Reply
- Response
- Dismissal
- Verification (cannot be primary)

EXHIBIT B SERVICE LEVELS

1. Availability. GreenCourt shall make the E-File Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- total means the total number of minutes in the calendar quarter;
- nonexcluded means downtime that is not excluded; and
- excluded means:
 - o Any planned downtime of which GreenCourt gives 24 or more hours notice in accordance with the Agreement or via a conspicuous on-screen message in the E-File Service. GreenCourt will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Eastern Time.
 - o Any period of unavailability lasting less than 15 minutes.
 - o Any unavailability caused by circumstances beyond GreenCourt's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving GreenCourt employees), or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Council subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Council subscribed.

2. Remedies. Should GreenCourt fail to make the E-File Service available as set forth in Section 1 above in a calendar quarter, and subject to the exceptions set forth in Section 1, GreenCourt shall pay to Council downtime penalties as follows:

Availability	Penalty
99%+	no penalty
97-98.9%	for each hour of downtime during PPS a penalty calculated as follows (hours down x average number of hourly transactions x \$2)
<97%	for each hour of downtime during PPS a penalty calculated as follows (hours down x average

	number of hourly transactions x \$2) or Council may terminate the Agreement by providing notice of termination in accordance with Section 3 below, so long as GreenCourt has been provided written notice of Council's intent to terminate and 30 days to cure such Availability deficiency.
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The remedies described in this paragraph shall be the sole remedies available to Council for breach of this SLA.

3. Reporting, Claims and Notices. To claim a remedy under this SLA, Council shall send GreenCourt a notice, via email addressed to sla@greencourt.com, containing the following details:

- Court information, including name, address, contact and phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within ten (10) business days after the end of the applicable quarter.

All claims will be verified against GreenCourt's system records. Should GreenCourt dispute any period of unavailability alleged by Council, GreenCourt will provide to Council a record of E-File Service availability for the applicable period. GreenCourt will provide such records only in response to claims made by Council in good faith.

4. General: Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. GreenCourt shall have no obligations under this SLA during any period in which Council is in material breach of the Agreement, including any period in which Council has failed to meet its payment obligations thereunder.

EXHIBIT C MAINTENANCE AND TECHNICAL SUPPORT

I. GENERAL DESCRIPTION OF SUPPORT SERVICES

Without limiting any other obligation of GreenCourt under the Agreement, GreenCourt shall provide the following support services ("Support Services" as defined in this Exhibit) to Council and other End Users.

A. Support Services

1. **Support Services.** GreenCourt shall perform the following Support Services: (i) provide an online frequently asked questions database for self help support by Council and other End Users, (ii), if online help has been consulted and has not resolved a support request of Council and other End Users, assist Council and End Users in diagnosing reported Errors related to the E-File Service; and (iii) provide technical services to Council and End Users to attempt to correct diagnosed Errors related to the E-File Service.

2. **Hardware Support.** GreenCourt does not provide support for hardware at Council and End Users' sites.

3. **Work Not Covered.** The following items are outside the scope of Support Services and are subject to additional charges billable in accordance with GreenCourt's then current time and materials support policy: All time associated with problems or service calls that arise from: (i) Clerks or End Users' negligence; or (ii) alterations made to the GreenCourt Systems or E-File Service or damage caused by parties other than GreenCourt or its authorized representatives. GreenCourt shall not be responsible for Clerks or End Users' computer networks or for any connectivity or other related issues that prevent Clerks or End Users from gaining access to the GreenCourt Systems or E-File Service.

B. Telephone, Web-based and Online Support

Hours of Availability:

1. **Principal Period of Support.** The principal period of support ("PPS") is an eight (8) hour period beginning at 9:00am eastern and ending at 5:00pm eastern (Monday through Friday, excluding national bank holidays) during which GreenCourt shall provide such Support Services set forth in Section I.A.1(ii)-(iii) above.

2. **Emergency Support Services.** Support Services will be available in case of emergency for verifiable, Critical level Errors from 5:00pm to 9:00am eastern (Monday through Friday, and 24 hours a day on weekends and national bank holidays). Emergency notification shall be submitted by the affected End User through the help desk telephone line. GreenCourt will triage all calls, evaluate level of Error, and will use commercially reasonable efforts to return Council and other End Users' calls within 20 minutes of Council and other End Users calling the help desk to communicate such Error level as evaluated by GreenCourt.

3. **Help Desk.** Requests for Support Services pursuant to Section I.A.1(ii)-(iii) above will be directed to GreenCourt customer support by calling the help desk telephone line or submitting a web form request to the help desk. If, during the PPS, GreenCourt customer support personnel are unavailable to answer Council or other End Users' calls or immediately respond to Council or other End Users submission of web form requests, GreenCourt shall use commercially reasonable efforts to respond to

Council and other End Users within 20 minutes of Council or other End Users contacting the help desk. GreenCourt will work with the Council and other End Users to categorize the reported problems by severity and update the customer support problem-reporting database as appropriate. GreenCourt will use commercially reasonable efforts to resolve requests for Support Services pursuant to Section I.A.1(ii)-(iii) above reported by Council and other End Users during the PPS in accordance with the severity matrix below, which severity level shall be finally determined by GreenCourt. The resolution times set forth in the chart below are target times only, and cannot be guaranteed.

Telephone Number: 470-377 -FILE

Web address: www.efile-georgia.com/support

C. Reports

GreenCourt will provide Council with the reports and online access to reporting/status information relating to the GreenCourt Support Services as more particularly described in this Exhibit.

II. ERRORS CORRECTION- RESPONSE, RESTORATION AND RESOLUTION

A. Definitions

"Error" means any error, defect, omissions, or deviation with respect to the E-File Service and/or GreenCourt Systems (as applicable) that results in any of the foregoing failing to operate in strict conformity with the Specifications and in compliance with all Applicable Law or that adversely impacts any End User's ability to access and use the E-File Service as intended.

"Respond" shall mean that GreenCourt has contacted Council or the applicable End User to acknowledge a report of an Error. **"Response"** shall have a corresponding meaning.

"Restore" shall mean that the Error has been Corrected, provided that Restore may mean that a Workaround has been implemented to Correct the Error. **"Restored"** and **"Restoration"** shall have the corresponding meanings.

"Workaround" means a change in the procedures followed or data supplied by Council or the applicable End User to avoid an Error without substantially impairing use of the E-File Service and GreenCourt Systems.

"Resolve" shall mean that the Error has been Corrected with a permanent solution that has been applied to the E-File Service and GreenCourt Systems (as applicable) and provided to Council or the applicable End User. This may occur simultaneously with Restore, unless the Restore is by means of a Workaround suitable only for temporary use. **"Resolved"** and **"Resolution"** shall have the corresponding meanings.

"Correct" shall mean either (i) a modification of the E-File Service and/or GreenCourt Systems (as applicable) that returns the same to strict conformity with the Specifications and in compliance with all Applicable Law, or (ii) a procedure or routine that, when exercised in the regular operation or use of the E-File Service and/or GreenCourt Systems (as applicable), eliminates any material adverse effect caused by such Error. **"Corrected"** and **"Correction"** shall have the corresponding meanings.

B. Error Severity Levels Defined

“**Critical Error**” means any Error (i) that causes the E-File Service and/or GreenCourt Systems (as applicable) or any material functionality thereof to be inoperable (ii) that causes the E-File Service and/or GreenCourt Systems (as applicable) to render incorrect results

“**Medium Error**” means any Error that does not rise to the level of a Critical Error but nonetheless (i) causes any significant degradation in the functioning of the E-File Service and/or GreenCourt Systems (as applicable).

“**Minor Error**” means any Error that is not a Critical Error or Medium Error.

C. Reporting Errors and Classification Of Errors

Errors may be reported to GreenCourt at any time as set forth in Section I.B above. Reported Errors will be classified as Critical Errors, Medium Errors or Minor Errors by GreenCourt at the time of GreenCourt’s Response.

D. Response, Restoration and Resolution Commitments

GreenCourt will Respond to, Restore and Resolve all Errors reported to GreenCourt in accordance with the following:

Severity	Restoration and Resolution
Critical Error	For any Critical Error, GreenCourt shall Restore the Critical Error within four (4) hours and Resolve the Critical Error within five (5) calendar days. GreenCourt will work on Critical Errors continually and diligently 24 hours a day, 7 days a week until such Critical Error is Resolved, and will provide Council and End Users with updates until the Critical Error is Restored.
Medium Error	For any Medium Error, GreenCourt shall Restore the Medium Error within one (1) business day and Resolve the Medium Error within five (5) business days. GreenCourt will work on Medium Errors diligently until such Medium Error is Resolved, and will provide Council and End Users with updates until the Medium Error is Restored.
Minor Error	GreenCourt will work on Minor Errors using commercially reasonable efforts until a satisfactory Resolution can be reached and will implement such Resolution promptly thereafter.

E. Access To Reporting/Status Information

At all times throughout the Term, GreenCourt shall maintain and keep current an accurate online centralized Error tracking system that is accessible by Council on a 24 x 7 x 365 basis. The system shall include, at a minimum, for each Error reported to GreenCourt by Council or any End User: (i) the Error description; (ii) Error severity level; (iii) current status (i.e., In-progress, Restored, Resolved); (iv) date and time the Error was reported to GreenCourt; (v) date and time of GreenCourt’s Response (indicating the GreenCourt personnel who made such Response); (vi) date and time of Restoration; and (vii) date and time of Resolution. In addition, for Errors not yet Resolved, a plan for Resolution will included to describe the steps being taken to Resolve the Error and a scheduling of time indicating anticipated time for Resolution.

III. ONSITE SERVICE - CRITICAL AND MEDIUM ERRORS INVOLVING COUNCIL OR CLERK’S OFFICES

GreenCourt will perform all obligations described in this Exhibit at and from GreenCourt's facilities; however, if the performance of any support efforts (including troubleshooting) at a Council facility or Clerk's Office is necessary for Restoration or Resolution of a Critical Error, then GreenCourt will perform such Restoration and Resolution efforts onsite at facilities of Council or the applicable Clerk's Office(s) (as applicable) at GreenCourt's expense until the Critical Error is Resolved.

EXHIBIT D APPROVED FEES AND REVENUE SHARE

All capitalized terms have the meaning stated in the Agreement.

Transaction Fee (\$7.00): A single Transaction Fee of \$7.00 will be assessed on and collected from Party Users for each Transaction.

Revenue Share on Transaction Fees (\$2.00 to Council, \$5.00 retained by GreenCourt): For each and every \$7.00 Transaction Fee charged to a Party User, the Revenue Share is \$2.00, calculated and payable as follows: \$5.00 - retained by GreenCourt \$2.00 - paid by GreenCourt to Council

Convenience Charge - No Revenue Share: Only with respect to Transactions where Party Users pay Filing Fees and/or the applicable Transaction Fee via credit card, GreenCourt may assess and collect from such Party User a single Convenience Charge in an amount that shall not exceed five percent (5.0%) of the total amount of the Filing Fees and/or Transaction Fees charged to such credit card in connection with such Transaction. GreenCourt may retain one hundred percent (100%) of the Convenience Charge.

During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any Transaction Fees or Convenience Charges without the prior written consent of the Council. Transaction Fees and Convenience Charges constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing.

EXHIBIT E E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **The Council Of Superior Court Clerks of Georgia** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

764344

Federal Work Authorization User Identification Number

3-19-14

Date of Authorization

GreenCourt Legal Technologies, LLC

Name of Contractor

E-File

Name of Project

Council of Superior Court Clerks of Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 4, 2014 in Carroll City, GA (state).

[Signature]
Signature of Authorized Officer or Agent

William G. Esslinger, Jr., CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 12 DAY OF March, 2014.

[Signature] NOTARY PUBLIC My Commission Expires: 9/12/15



EXHIBIT F ESCROW AGREEMENT

GREENCOURT LEGAL TECHNOLOGIES, LLC

MASTER SOURCE CODE ESCROW AGREEMENT

THIS MASTER SOURCE CODE AGREEMENT (the "Agreement"), is made and entered into as of the date of the last signature below (the "Effective Date"), by and among GREENCOURT LEGAL TECHNOLOGIES, LLC, a Georgia Limited Liability Company with offices located at 309C Adamson Square, Carrollton, Georgia 30117 ("Licensor"); TISINGER VANCE, P.C., a Georgia Professional Corporation, with offices located at 100 Wagon Yard Plaza, Carrollton, Georgia 30117 ("Escrow Agent"); and the Council of Superior Court Clerks of Georgia, with a principal address for purposes of this Agreement at 1231 Collier Road, NW, Suite J, Atlanta, Georgia 30318 (the "Customer").

WITNESSETH:

This Agreement is made and entered into under the following circumstances:

- A. Licensor and Customer have entered into a Master Services Agreement (the "MSA"), pursuant to which Licensor has licensed certain software as a service (the "Software") to Customer.
- B. In order to effectuate the mutual intentions of Licensor and Customer pursuant to the MSA, Licensor and Customer desire to deposit with the Escrow Agent, for the benefit of Customer hereunder, a magnetic copy of Licensor's source code for the Software. Hereinafter, all source code escrowed hereunder shall be referred to as the "Escrowed Material."
- C. A copy of the MSA, together with an original of this Agreement executed by each of Licensor and Customer, have been delivered to the Escrow Agent, and the Escrow Agent will act as escrow agent only upon the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the promises, covenants, terms and conditions hereinafter specified, the parties hereto agree as follows:

- (1) **Creation of Escrow:** Licensor shall deposit all Escrowed Material with the Escrow Agent: (a) with respect to existing Escrowed Material, not later than fifteen (15) days following Licensor first making the applicable Software available to Customer as a service; and, (b) similar Escrowed Material for all new versions of Software as a service which are developed by Licensor and licensed as a service to Customer, within fifteen (15) days following such availability. Upon receipt of a new version, Escrow Agent shall return to Licensor, upon Licensor's written instructions, prior versions of the Escrowed Material. Escrow Agent hereby accepts and will accept, as is and without independent verification, the Escrowed Material upon presentation by Licensor. Escrow Agent has no capability to, and does not undertake to verify the accuracy of, the contents, or the true nature of the Escrowed Material deposited hereunder, and it makes no warranty or verification whatever that the Escrowed Material received by it complies with the requirements of, or contains the Software described in, this Agreement or the MSA.
- (2) **Notification of Deposit.** Upon each deposit of Escrowed Material hereunder, Licensor shall deliver to Escrow Agent and Customer notification specifying in summary detail the Escrowed Material deposited for the benefit of Customer.

(3) **Term of Agreement** This Agreement shall remain in effect for the benefit of Customer until the expiration or termination of the MSA. Licensor shall notify Escrow Agent promptly following such termination. Escrow Agent shall not be responsible, upon any such termination, to edit any integrated copy of Escrowed Material to delete source code with respect to which this Agreement has terminated, and may deliver such integrated copy to Customer pursuant to the provisions of this Agreement.

(4) **Event of Release.** Customer shall be entitled to receive a copy of the Escrowed Material in the event (an "Event of Release"): (a) Licensor is adjudicated bankrupt or insolvent by a court of competent jurisdiction under Chapter 7 of the United States Bankruptcy Code, as amended, or similar successor provisions (a "Chapter 7 Proceeding"); or, (b) Licensor files a voluntary petition in any Chapter 7 Proceeding; or, (c) Licensor liquidates its computer software business and operations without providing for the continued operation thereof by a successor in interest to Licensor.

(5) **Obligations of Escrow Agent Upon Event of Release.** Licensor shall give written notice to the Escrow Agent upon the occurrence of any Event of Release. Upon receipt of such notice from Licensor, the Escrow Agent shall notify Customer, and request written delivery instructions from Customer, together with the cost of reproduction and transmittal. Upon the receipt of such instructions and costs, the Escrow Agent shall deliver a copy of the Escrowed Material to Customer. Customer shall also have the right to give written notice to the Escrow Agent and Licensor of the occurrence of any Event of Release, which notice shall specify, with particularity, the nature of the Event of Release. Unless, within ten (10) business days after receipt by Licensor of such notice of Customer, Licensor shall file with the Escrow Agent its affidavit executed by an officer thereof, that no such Event of Release has occurred, or that the Event of Release has been cured, if cure is possible, the Escrow Agent shall, upon its receipt from Customer of written delivery instructions and the cost of reproduction and transmittal, deliver a copy of the Escrowed Material to Customer. If such an affidavit of Licensor is filed, the Escrow Agent shall not deliver a copy of the Escrowed Material to Customer, but shall continue to hold the Escrowed Material in its possession until directed to do so by Licensor and Customer acting jointly in writing, or until Escrow Agent is ordered to do so by a court of competent jurisdiction. The release of the Escrowed Material hereunder to Customer shall not affect any rights or remedies available, at law or in equity, of Licensor or Customer for breach by a party of any one or more of the MSA, except that such release shall be considered in the context of mitigation of damages by Customer, nor, except as specifically provided herein, shall such release itself expand or enlarge any rights or remedies, or eliminate or reduce any duties, of Licensor or Customer pursuant to the MSA. Escrow Agent shall not be responsible, upon any Event of Release, to edit any integrated copy of Escrowed Material or to delete source code with respect to which this Agreement has terminated, or to take any action other than the delivery of Escrow Agent's copy of the Escrowed Material to Customer pursuant to the provisions of this Agreement.

(6) **Restrictions on Use of Escrowed Material.** In the event of delivery of any Escrowed Material to Customer pursuant to this Agreement, Customer shall be deemed, as a condition precedent to accepting delivery thereof, to have agreed and confirmed to Licensor that Customer will: (a) have only non-exclusive license and right to use the Escrowed Material solely for the internal support and maintenance of the Software for such a period of time as Customer retains a license to utilize the Software in accordance with the MSA, at which time Customer shall return all Escrowed Material and all copies thereof made by it or under its control to Licensor; and (b) keep the Escrowed Material strictly confidential and will not disclose or make available the Escrowed Material to any person or entity except

in furtherance of such support and maintenance and with adequate safeguards against misuse or unauthorized dissemination.

(7) **Indemnification of Escrow Agent.** The Escrow Agent shall not be obligated to inquire as to the form or validity of any document hereafter delivered to it pursuant to the provisions hereof, nor shall it be obligated to inquire as to the identity, authority or rights of any person executing the same. The Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transaction between Licensor and Customer other than for the performance of its obligations with respect to the Escrowed Material held by it in accordance with this Agreement. The Escrow Agent shall not be liable for any act which it may do or omit to do hereunder unless such act or omission constitutes an intentional breach of the Agreement by Escrow Agent. Nor shall Escrow Agent be liable for any damage resulting from, or be required to insure against, the loss of the Escrowed Material because of fire, theft, misplacement, act of God, or any circumstance beyond its reasonable control. In the case of conflicting demands upon it, the Escrow Agent may withhold performance hereunder until such time as such conflicting demands shall have been settled by final and unappealable court jurisdiction or mutual agreement of the parties hereto. Licensor and Customer shall each, jointly and severally, indemnify and hold harmless the Escrow Agent from any and all liability, damages, costs, or expenses, including, with limitation, reasonable attorney's fees and court costs, which may be sustained or incurred by Escrow Agent as a result of taking of any action, or failure to take any action, in accordance with or arising out of this Agreement, unless such action or omissions constitute an intentional breach of this Agreement by Escrow Agent.

(8) **Assignability by Customer.** The rights and duties of Customer created hereunder shall not be assignable or delegable by Customer without the prior consent of Licensor.

(9) **Resignation of Escrow Agent.** The Escrow Agent may resign as Escrow Agent hereunder upon thirty (30) days notice to Licensor and Customer, and thereafter it shall deliver the Escrowed Material to a successor Escrow Agent designated in writing by Licensor. Such successor Escrow Agent shall execute documentation sufficient to become a party to this agreement, as successor Escrow Agent, and a copy of such executed documentation shall be delivered to Customer and the resigning Escrow Agent. If such designation and executed succession documentation are not received by the Escrow Agent within thirty (30) days after the effective date of its notice of resignation, Escrow Agent is authorized and empowered to deposit the Escrowed Material with a court of competent jurisdiction in Carroll County, Georgia, and to implead the other parties to this Agreement to an action to determine all rights to Escrowed Material so deposited.

(10) **Notices.** All noticed or other communications provided for herein to be given or sent to a party by another party shall be deemed validly given or sent if in writing and mailed, postage prepaid, by registered or certified United States mail, addressed to the parties at their addresses set forth herein; provided, however, that to be effective, any such notice or other communication: (a) to Licensor - shall be directed to the attention of its Chief Executive Officer; (b) the Escrow Agent - shall be directed to the attention of its Corporate Department; (c) to Customer - shall be directed to the attention of its President. Any party may give notice to the other parties at any time, by the method specified above, of a change in the address at which, or the person to whom, notice is to be directed.

(11) **Specific Performance.** With respect to the covenants and agreements of the respective parties set forth in Paragraph 1, Paragraph 2, Paragraph 4, Paragraph 5, and Paragraph 6 hereof, the parties

each agree that a violation of such covenants and agreements by a party (the "Defaulting Party") will cause irreparable injury to another party (the "Aggrieved Party"), and that the Aggrieved Party shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to apply to a court of competent jurisdiction for an injunction to restrain the Defaulting Party from violating, or continuing to violate, or to comply with, such covenants and agreements. In the event the Aggrieved Party does apply for such an injunction, the Defaulting Party shall not raise as a defense thereto that the Aggrieved Party has an adequate remedy at law.

(12) Severability. In the event that any provision of this Agreement shall finally be determined to be invalid or unenforceable in any respect, such provision shall be limited by construction, in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, if such a limiting construction is not possible, such provision shall be deemed severed from this Agreement, but, in any event, every other provision of this Agreement shall remain in full force and effect.

(13) Effect of Termination. The termination of this Agreement, for whatever reason, shall not extinguish those obligations of Customer specified in Paragraph 6 hereof, nor shall the same extinguish the right of any party to bring an action, either at law or in equity, for breach of this Agreement by another party.

(14) Waiver. The failure of a party to enforce any term, provision, or condition of this Agreement, at any time, shall not be deemed a waiver of that term, provision, or condition for the future, nor shall any specific waiver of a term, provision, or condition at one time be deemed a waiver of such term, provision, or condition for any future time.

(15) Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their legal representatives, and proper successors or assigns, as the case may be.

(16) Governing Law: Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, not including the principles of comity or conflicts of laws thereof, and of the United States of America. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts located in Carroll County, Georgia, for a resolution of all disputes arising in connection with the interpretation, construction, and/or enforcement of this Agreement, and no party to such dispute shall raise as a claim or defense that such courts constitute an inconvenient forum.

(17) Captions. The captions of this Agreement have been assigned thereto for convenience only, and shall not be construed to limit, define, or modify the substantive terms hereof.

(18) Entire Agreement: Counterparts. This Agreement constitutes the entire agreement among the parties hereto concerning the subject matter hereof, and supersedes all prior agreements, memoranda, correspondence, conversations, and negotiations relating thereto. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.

(19) Further Assurances. Licensor and Customer shall each, at any time and from time to time after the date hereof, execute and deliver, or cause to be executed and delivered, such further written assurances and instruments as any party hereto shall reasonably request in order to carry out any and all of the terms and provisions of this Agreement.

(20) **Costs of Enforcement.** Subject to the right of the Escrow Agent to indemnification as provided for in Paragraph 7 hereof, in the event any party hereto initiates legal action (including both trial and appellate proceedings, at law or in equity) to enforce its rights hereunder, the prevailing party in any such action shall recover from the non-prevailing party its reasonable litigation expenses (including, but not limited to, reasonable attorneys' fees and court costs).

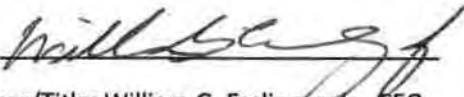
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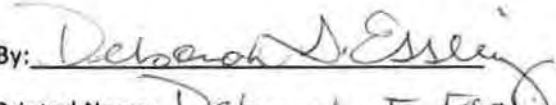
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and in the year first written above.

GREENCOURT LEGAL TECHNOLOGIES, LLC

Witness

("Licensor")

By: 
Name/Title: William G. Esslinger, Jr., CEO
Date: 3-3-14


By: 
Printed Name: Deborah I. Esslinger
Date: 3-3-14

TISINGER VANCE, P.C.

Witness

("Escrow Agent")

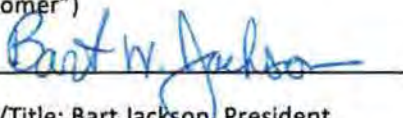
By: 
Name/Title: Steve Minor, Partner
Date: 3/12/14

By: 
Printed Name: J. Thomas Vance
Date: 3/12/14

Council of Superior Court Clerks of Georgia

Witness

("Customer")

By: 
Name/Title: Bart Jackson, President
Date: 3/3/14


By: 
Printed Name: CAROL J SMITH
Date: 03-03-2014

EXHIBIT G DISPUTE RESOLUTION

Section 1. Definitions.

"Executive Director" means the Executive Director of the Council, or designee.

"Council" means the Council of Superior Court Clerks of Georgia.

"Vendor" means a person or entity providing or proposes to provide goods or services to the Council pursuant to a Contract, but does not include an employee of the Council, the State or an agency or instrumentality thereof.

"Contract" means any agreement whereby the Council agrees to purchase goods or services of any type including, but not limited to, specialized goods and services purchased after the issuance of a procurement document such as an invitation for bid or a request for proposals as well as goods and services common to the ordinary operations of the Council purchased without the issuance of a procurement document.

Section 2. Applicability of Procedure.

This Procedure shall apply to and govern all disputes, complaints and protests of any kind, whether at law or in equity, arising out of or relating to a solicitation for a Contract, a decision to award a Contract and claims and controversies arising under the performance of a Contract.

Section 3. Filing of a Protest.

Any Vendor may protest a solicitation or the proposed award of a Contract to another Vendor or the Council's decision to award a Contract to another Vendor. The protest shall be in writing, shall be filed in duplicate with the Executive Director at the Council's Office and shall include the following information:

1. The name, address and telephone number of the protesting vendor;
2. The signature of the protesting vendor or its authorized representative;
3. Identification of the solicitation or contract number;
4. A statement of the legal and factual grounds; including copies of all relevant documents; and
5. The specific form of relief requested.

Section 4. Time for filing protest concerning a Contract.

A. Protests concerning a solicitation.

1. Protests based upon a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed no later than five days before the closing date for receipt of initial proposals. Protests based upon a solicitation that are apparent before the bid opening shall be filed no later than five days before bid opening.

2. Protests based upon an amendment to any solicitation, or upon any additional information requested or accepted by the Council with respect to any solicitation or response thereto, that are apparent before the closing date for receipt of proposals shall be filed no later than five days before the closing date for receipt of such proposals.

3. If a protest is filed with the Executive Director before the award of a Contract, the award of such Contract may be made before a decision is rendered on the protest.

B. Protests concerning a decision to award a Contract.

1. Any Vendor may protest the Council's decision to award a Contract. The written protest shall be filed within seventy-two (72) hours after the announcement of the Board's decision to award is posted or published, whichever occurs first.

2. If the protest depends upon information contained in public records pertaining to the award, then the seventy-two (72) hour time limit for a protest begins to run after the records are made available to the Vendor for inspection, so long as the Vendor's request to inspect the records is made within seventy-two (72) hours after the award is posted or published, whichever occurs first.

3. If a protest is filed with the Executive Director before the award of a Contract, the award of such Contract may be made before a decision is rendered on the protest.

C. In cases other than those otherwise covered in this Section, protests shall be filed within seventy-two (72) hours after the announcement of the Council's decision to award is posted or published, whichever occurs first.

In the event a protest is filed, the Executive Director shall immediately give notice of the protest to the Council and to the successful Vendor, if an award has been made, or, if no award has been made, to all applicable Vendors.

Section 5. Confidential Information.

The Executive Director or the Council shall, upon written request, make available to any interested party, information submitted that bears on the substance of any protest except where said information is permitted or required to be withheld by law

Material submitted by a protesting vendor shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law.

If the protesting vendor believes the protest contains material that should be withheld, a statement advising the Executive Director of this fact shall accompany the protest submission.

Section 6. Decision by the Executive Director.

The Executive Director shall have the exclusive authority to decide all protests.

The Executive Director shall issue a written decision within thirty (30) days after a protest has been filed and shall mail the decision to the protesting vendor by certified mail, return receipt requested.

The time limit for decisions may be extended by the Executive Director for a reasonable time not to exceed thirty (30) days. The Executive Director shall notify the protesting vendor in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

Section 7. Resolution of contract disputes, claims and controversies.

The Executive Director shall have exclusive authority to decide and resolve all contract disputes, claims and controversies of any type, including the termination of a successful Vendor's contract.

All claims for money or other relief, shall be submitted in writing to the Executive Director, and shall state the reasons for the claim and requested relief. All successful Vendors' claims shall be filed no later than thirty (30) days after final payment is made by the Council. If a claim arises while a contract is still being

fulfilled, the complaining Vendor shall give the Council a written notice of its intention to file a claim. The notice shall be given to the Executive Director at the time the complaining Vendor begins the disputed work or within 10 days after the dispute occurs.

Nothing in this Procedure shall prohibit a complaining Vendor from submitting an invoice to the Council for final payment after the work is completed and accepted.

If a claim cannot be resolved by mutual agreement, the complaining Vendor may file with the Executive Director a written request for a final decision on a specified claim and requested relief. The Executive Director shall issue a written final decision on the claim and requested relief within thirty (30) days after the request is filed. In making his or her final decision, the Executive Director shall consider the facts and circumstances pertinent to the claim and secure any necessary assistance from legal, fiscal and other advisors.

The Executive Director shall send, within thirty (30) days after a request is filed with the Executive Director, a copy of the final decision to the complaining Vendor, by certified mail, return receipt requested.

The time limit for decision may be extended by the Executive Director for a reasonable time not to exceed thirty (30) days. The Executive Director shall notify the complaining Vendor in writing that the time for the issuance of a decision has been extended and the date by which a decision shall be issued.

Section 8. Exclusive remedy.

These rules and regulations shall provide the exclusive procedure for asserting a claim against the Council arising out of or relating to any procurement conducted by the Council.

Section 9. Hearing procedures

Any Vendor or other party in interest may request a hearing before the Executive Director regarding any protest, dispute or other claim or controversy brought pursuant to this Procedure. All hearings shall be conducted by the Executive Director or by a hearing officer designated by the Executive Director. The hearing officer's actions, decisions and orders shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director, subject to the appeals procedures as hereinafter provided.

A hearing shall be held within thirty (30) days following receipt of any request for a hearing. A notice which sets forth the time, date and location of the hearing shall be mailed to the party or parties requesting such hearing at least seven (7) days before the date set for such hearing.

In connection with the hearing, the Executive Director and the hearing officer may:

1. conduct the hearing in an informal manner without formal rules of evidence or procedure;
2. hold pre-hearing conferences to:
 - a. settle, simplify or identify the issues involved in the hearing;
 - b. consider other matters that may aid in the expeditious disposition of the hearing;
3. require each complaining party to state, either orally or in writing, its position concerning the various issues involved in the hearing;
4. require each complaining party to produce for examination those relevant witnesses and

documents under its control;

5. rule on motions and other procedural items pending before him or her, including, without limitation, the methods, scope and extent of discovery available to the complaining party;
6. regulate the course of the hearing and conduct of the participants, including the imposition of reasonable time limits;
7. establish time limits for submission of motions or memoranda;
8. take official notice of any material fact not appearing in evidence in the record, if the fact is among the traditional matters of judicial notice;
9. administer oaths or affirmations; and
10. issue subpoenas.

Any complaining party may request that the hearing be conducted before a court reporter. Such request must be in writing and include an agreement by the requesting party that it shall pay for, or that it shall procure at its own cost and on its own initiative, the court reporting services for such hearing. To be made part of the record, the original transcript of any such proceedings shall be submitted to the Executive Director or the hearing officer as soon as the transcript is available.

If the Executive Director conducts the hearing, he or she must render a decision in writing and send by certified mail, return receipt requested, or hand delivered the decision to the parties within thirty (30) days after the conclusion of such hearing, or within thirty (30) days after receiving an original transcript of the hearing, if applicable. If a hearing officer conducts the hearing, he or she must provide an Executive Order to the Executive Director within thirty (30) days after the conclusion of the hearing, or within thirty (30) days after receiving an original transcript of the hearing, if applicable. If an Executive Order is received by the Executive Director, he or she must render a decision in writing and deliver or mail the decision to the parties within thirty (30) days after receiving the Executive Order from the hearing officer. The Executive Director may accept the Executive Order in whole or in part or may reject the Executive Order and enter his own decision.

The Executive Director's written decision shall be sent by certified mail, return receipt requested, or hand delivered to all complaining parties. Any appellant is presumed to have received such decision from the Council no later than the third business day following the date such decision was mailed to the last known address of such appellant.

Section 10. Procedure for filing an appeal with the Council.

Any appeal from a decision of the Executive Director must be filed with the Council within five (5) calendar days after receipt of such decision. Any appeal must be sent by certified mail, return receipt requested, or hand delivered to the President of the Council. An appeal will be timely filed if it bears a United States Postal Service postmark showing mailing on or before the fifth (5th) day following receipt. An appeal delivered by hand will be timely filed only if received by the Council's President during normal business hours on or before the fifth (5th) day following the day of receipt of the decision.

A filed appeal must be in writing and shall contain all information included in the original protest together

with the decision of the Executive Director and the basis for the precise factual or legal error asserted in the decision of the Executive Director from which the appeal is taken. The Council shall notify interested parties of the appeal within five (5) calendar days after the appeal is filed. Any interested party may file a written brief stating its position on the appeal within five (5) calendar days after receipt of such notice. If no appeal of the Executive Director's decision is filed within the time prescribed herein, the Executive Director's decision shall become final.

Section 11. Hearing Before the Council.

An appellant may request a hearing before the Council Executive Board regarding an appeal. It shall be within the discretion of the Council to determine if any hearing is granted, and, if a hearing is granted, the format for such hearing.

Section 12. Council's decision.

The Council, or a committee of the Council, will review the record and issue a written decision on behalf of the Council.

A copy of the Council's written decision will be sent to the appellant by certified mail, return receipt requested, or hand delivered. The original written decision shall be retained by the Council. The written decision of the Council, or a committee of the Council, will be final, and no further appeal to the Council will be allowed.

Section 13. Judicial review.

A final decision of the Council shall be subject to judicial review by any person or entity who was a party to the appeal, and the action seeking review must be filed and served on the Council within the time prescribed by Georgia law. The exhaustion of this Procedure is a prerequisite to the commencement of an action seeking review.

AMENDMENT NUMBER 1
TO THE MASTER E-FILE SERVICE AGREEMENT by and between
COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA and
GREENCOURT LEGAL TECHNOLOGIES, LLC

This Amendment Number 1 to the Master E-File Service Agreement ("Amendment 1") is entered into by and between the Council of Superior Court Clerks of Georgia (the "Council"), with a principal address for purposes of this Agreement at 1231 Collier Road, NW, Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC. ("GreenCourt"), a Georgia Limited Liability Company having its principal office at 201 Newnan Street, Carrollton, Georgia 30117 (each a "Party" and collectively "Parties"). The effective date of this Amendment 1 is 16th day of December, 20 14 ("Amendment 1 Effective Date").

BACKGROUND

- A. On March 3, 2014, the Council and GreenCourt entered into a Master E-File Service Agreement ("Agreement") for the development, support and maintenance of a statewide electronic filing system for Georgia's Superior Courts.
- B. The Council and GreenCourt now desire to amend the Agreement as set forth in this Amendment 1.
- C. Unless indicated otherwise in this Amendment 1, capitalized terms used and not defined herein have the same meanings as in the Agreement.

AMENDMENT

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. AMENDMENTS.

1.1. Any and all references in the Agreement to "GreenCourt Legal Technologies, Inc.", are modified to read, "GreenCourt Legal Technologies, LLC".

1.2. Section 6.2.1. of the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

6.2.1. Permitted End User Fees and Charges. GreenCourt agrees that, unless agreed otherwise by the Parties in writing (for example, in the event of additional fees or charges attributable to new or enhanced functionality or services) the following constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing. During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any Transaction Fees, Convenience Fees, or eService Fees ~~or Convenience Charges~~ (each defined below) without the prior written consent of the Council.

1.3. Section 6.2.1.3. of the Agreement is stricken entirely and replaced with the following provision:

~~**6.2.1.3. Convenience Charge.** Only with respect to Transactions where Party Users pay Filing Fees and/or the applicable Transaction Fee via credit card, GreenCourt may assess and collect from such Party User a single convenience charge in an amount that shall not exceed five percent (5%) of the total amount of the Filing Fees and/or Transaction Fees charged to such credit card in connection with such Transaction (“Convenience Charge”.)~~

6.2.1.3. eService Fee. With respect to each Transaction in which a Party User requests a file-stamped service copy of the filing associated with the Transaction to be emailed to one or more recipients, GreenCourt will assess and collect a single eService Fee in the amount set forth at Exhibit D – Approved Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties (“eService Fee”).

1.4. The following provision of the Agreement is added as Section 6.2.1.4.:

6.2.1.4. Convenience Fee for Online Payment Method. In connection with each Transaction in which a Filing Fee, Transaction Fee and/or eService Fee is assessed and collected by GreenCourt, GreenCourt may assess and collect from the Party User a single online payment convenience fee in the amount set forth at Exhibit D – Approved Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties (“Convenience Fee”).

1.5. Section 6.4. of the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

6.4. Payment of Revenue Share to Council; Reporting. In connection with each Transaction occurring in a given calendar month during the Term, GreenCourt shall pay to Council a portion of the Transaction Fee and eService Fee, if any, charged to such Party User in connection with such Transaction, calculated in accordance with Exhibit D - Approved Fees and Revenue Share (“Revenue Share”). GreenCourt shall pay all Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding Transaction Fee was charged to the Party User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full. Concurrently with each such payment, GreenCourt will deliver to Council a written report, in such detail as Council may reasonably request, detailing the basis on which the payment of the Revenue Share was calculated and such other details as Council may reasonably request from time to time.

1.6. Section 6.5. of the Agreement is replaced with the following provision:

6.5. Additional Payment Obligations of the Parties.

6.5.1. Short Term Incentive Opportunity for Case Management Vendors. In accordance with the terms and conditions of a separately executed joint service contract by and between the Council, GreenCourt and the individual Case Management Vendors ("CMV") of Georgia, GreenCourt and the Council agree to compensate each participating CMV for the costs associated with the development and integration of the CMV's case management system to PeachCourt ("STIO Compensation"). Any CMV that wishes to become eligible to receive STIO Compensation must first execute a joint service contract with the Council and GreenCourt.

6.5.1.1. Division of Payment Obligations; distribution; limitation of exposure. GreenCourt and the Council agree to each be responsible for One-Half (1/2) of all STIO Compensation amounts earned by any participating CMV. GreenCourt will pay all STIO Compensation amounts then owed to a participating CMV, in full, and will thereafter hold and retain any further Revenue Share with Council until such time that GreenCourt has been reimbursed for the Council's portion of such STIO Compensation payment. The collection, distribution and management of all STIO Compensation payments not otherwise outlined in this Agreement shall be governed by the terms of the joint service contract entered into by and between the Parties and CMV. Notwithstanding the foregoing, the Council's payment obligations related to STIO Compensation shall be limited to revenue accrued by the Council through the eFiling System.

6.5.2. Long Term Incentive for Case Management Vendors. In connection with each Transaction occurring in a given calendar month during the Term, the Council will share a portion of its Revenue Share with each participating CMV at a rate of \$0.50 per Transaction ("LTI Compensation").

6.5.2.1. Collection, Management and distribution of LTI. In connection with each Transaction occurring in a given calendar month during the Term, GreenCourt will withhold the all LTI Compensation from the Council's Revenue Share and will pay the same to each participating CMV on behalf of the Council. GreenCourt will calculate all LTI Compensation collected and paid in a given calendar month during the Term and will report the same in the monthly financial statement delivered to the Council as specified in Section 6.4. The collection, distribution and management of all LTI Compensation payments not otherwise outlined in this Agreement shall be governed by the terms of the joint service contract entered into by and between the Parties and CMV.

1.7. Section 6.5. and 6.6. of the Agreement are amended as follows (the strike through language is deleted and the underlined language is added):

~~6.5.~~ **6.6. Taxes.** All amounts to be paid to Council hereunder are exclusive of, and not subject to offset or reduction on account of, any and all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any government agency with respect to this Agreement (including taxes imposed on GreenCourt's net income), and GreenCourt will timely pay and remit same to the appropriate governmental

authority. In addition, GreenCourt is solely responsible for payment of and will pay all taxes and assessments relating to GreenCourt's and all GreenCourt's employees' and independent contractors' compensation including, without limitation, any and all federal, state and local income taxes, employment-related taxes, worker's compensation insurance, unemployment insurance, social security and withholding taxes.

~~6.6.~~ **6.7. Most Favored Status.** At all times, GreenCourt shall ensure that the terms and conditions under this Agreement (including without limitation the Revenue Share and any volume or revenue commitments) are no less favorable to Council than the prices, terms and conditions offered by GreenCourt or any affiliate of GreenCourt to any third party (including without limitation the Revenue Share and any volume or revenue commitments) with respect to products and services that are the same or substantially similar to the Software, E-File Service or other Services provided hereunder ("Similar Services"). If, during the Term, GreenCourt enters into a contract, agreement or understanding with respect to any Similar Services that contains terms or conditions (including without limitation the Revenue Share and any volume or revenue commitments) that are more favorable to a third party than the then-current terms and conditions under this Agreement, GreenCourt shall, within five (5) days thereafter, notify Council in writing of such fact and make such more favorable terms or conditions available to Council. Council shall have the right to receive the benefit of such more favorable terms or conditions as of the date GreenCourt first offers such more favorable terms or conditions to any third party and GreenCourt shall promptly execute an amendment to this Agreement reflecting such more favorable pricing, terms or conditions. This Section ~~6.6~~ 6.7. is of the essence of this Agreement. The foregoing notwithstanding, this Section ~~6.6~~ 6.7. shall not apply to any contract, agreement or understanding with any party or entity outside the state of Georgia.

1.8. Section 7.2.2. of the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

7.2.2. Continued Participation by Key GreenCourt Personnel. GreenCourt acknowledges and agrees that it was engaged hereunder with the understanding that Ryan Roenigk ~~William G. Esslinger, Jr.~~ will lead the project to develop the E-File Service and that he will be reasonably available to Council in connection with this Agreement and the E-File Service being developed hereunder. Notwithstanding anything set forth in this Agreement to the contrary: (A) upon any event within 12 months off the Effective Date of the Agreement that results in Ryan Roenigk ~~William G. Esslinger, Jr.~~ no longer leading the project to develop the E-File Service, regardless of the cause of such event, but excluding death or disability, (a "Key-Man Event"), GreenCourt will deliver to Council prompt written notice of such Key-Man Event, (B) promptly following such Key-Man Event (and in any event, within thirty (30) days), GreenCourt will present to Council its proposal for how GreenCourt will replace Ryan Roenigk ~~William G. Esslinger, Jr.~~ and continue with the relationship as contemplated by this Agreement, and the parties will discuss such proposal in good faith, and (C) if GreenCourt fails to suggest a replacement that is reasonably acceptable to Council, Council may terminate this Agreement during the period beginning on the thirtieth (30th) day following such Key-Man Event and ending on the ninetieth (90th) day following such Key-Man Event, such termination shall be referred to herein as a "Key-Man Termination."

1.9. EXHIBIT C, Section I (B), Subsection 3, is amended as follows (the strike through language is deleted and the underlined language is added):

3. Help Desk. Requests for Support Services pursuant to Section I.A.1 (ii)-(iii) above will be directed to GreenCourt customer support by calling the help desk telephone line or submitting a web form request to the help desk. If, during the PPS, GreenCourt customer support personnel are unavailable to answer Council or other End Users' calls or immediately respond to Council or other End Users submission of web form requests, GreenCourt shall use commercially reasonable efforts to respond to Council and other End Users within 20 minutes of Council or other End Users contacting the help desk. GreenCourt will work with the Council and other End Users to categorize the reported problems by severity and update the customer support problem-reporting database as appropriate. GreenCourt will use commercially reasonable efforts to resolve requests for Support Services pursuant to Section I.A.1 (ii)-(iii) above reported by Council and other End Users during the PPS in accordance with the severity matrix below, which severity level shall be finally determined by GreenCourt. The resolution times set forth in the chart below are target times only, and cannot be guaranteed.

Telephone Number: ~~470-377-FILE~~ 844-GA-EFILE (844-423-3453)

Web address: ~~www.efile-georgia.com/support~~ www.peachcourt.com/help

1.10.EXHIBIT D is amended as follows (the strike through language is deleted and the underlined language is added):

EXHIBIT D APPROVED FEES AND REVENUE SHARE

All capitalized terms have the meaning stated in the Agreement.

Transaction Fee ~~(\$7.00)~~ (\$5.00): A single Transaction Fee of ~~\$7.00~~ \$5.00 will be assessed on and collected from Party Users for each Transaction.

Revenue Share on Transaction Fees ~~(\$2.00 to Council, \$5.00 retained by GreenCourt)~~: For each and every ~~\$7.00~~ \$5.00 Transaction Fee charged to a Party User, the Revenue Share is ~~\$2.00~~, shall be calculated and payable as follows: ~~\$5.00 retained by \$3.50 to GreenCourt, \$2.00 paid by GreenCourt to Council~~ \$1.00 to the Council in accordance with the provisions of Section 6.5.2. of the Agreement, and \$0.50 to the Clerk's Office associated with the Transaction where there exists a separately executed Memorandum of Understanding between GreenCourt and the Clerk. Where no such Memorandum of Understanding exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

~~Convenience Charge - No Revenue Share: Only with respect to Transactions where Party Users pay Filing Fees and/or the applicable Transaction Fee via credit card, GreenCourt may assess and collect from such Party User a single Convenience Charge in an amount that shall not exceed five percent (5.0%) of the total amount of the Filing Fees and/or Transaction Fees charged to such credit card in connection with such Transaction. GreenCourt may retain one hundred percent (100%) of the Convenience Charge.~~

eService Fee: With respect to each Transaction in which a Party User requests a file-stamped service copy of the filing associated with the Transaction to be emailed to one or more recipients, GreenCourt will assess and collect a single eService Fee of \$3.00 from the Party User.

Revenue Share on eService Fees: For each and every \$3.00 eService Fee charged to a Party User, the Revenue Share shall be calculated and payable as follows: \$2.50 to GreenCourt and \$0.50 to the Council.

Collection and Disbursement of Revenue Share to Council: Subject to the terms and conditions of Section 6.5. of the Agreement, GreenCourt will calculate, manage and disburse all Revenue Share to Council pursuant to the following terms:

- (i) GreenCourt will calculate the total Revenue Share to Council on a monthly basis and provide this information via email to the President of the Council and Executive Director, following the closing of each month. Payment of Revenue Share to the Council shall be made according to the terms of Section 6.4 of the Agreement.

Collection, Management and Disbursement of Clerk Revenue Share to Clerk's Offices: With respect to the collection and disbursement of Revenue Share with participating Clerk's Offices, the same shall be controlled by the terms and conditions of a separately-executed Memorandum of Understanding ("MOU") between the participating Clerk and the Council. Any Clerk that wishes to participate in revenue sharing under the terms of this Agreement must first execute the MOU with the Council. This Agreement, together with any and all Amendments thereto, shall be attached to each such executed MOU and incorporated by reference therein.

Convenience Fee for Online Payment Method - In connection with each Transaction in which a Filing Fee, Transaction Fee, and/or eService Fee is charged by GreenCourt, GreenCourt may assess and collect from the Party User a single online payment convenience fee at a rate of two point nine percent (2.9%) plus thirty cents (0.30) per Transaction.

No Revenue Share on Convenience Fee: GreenCourt may retain one hundred percent (100%) of the Convenience Fee.

During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any Transaction Fees ~~or Convenience Charges~~, eService Fees, or Convenience Fees without the prior written consent of the Council. Transaction Fees ~~and Convenience Charges~~ eService Fees, or Convenience Fees, constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing.


2. NO OTHER MODIFICATIONS EXIST. Except as expressly amended by this Amendment 1, the Agreement is in all respects ratified, confirmed and approved and all the terms, provisions and conditions set forth in the Agreement, which are not specifically modified by this Amendment 1, will be and remain in full force and effect from the Effective Amendment 1 Date for the entire Term of the Agreement.


3. ENTIRE AGREEMENT. In the event of any conflict between the Agreement and this Amendment 1, the terms of this Amendment 1 will govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment 1, effective as of the Amendment 1 Effective Date.


Council of Superior Court Clerks of Georgia

GreenCourt Legal Technologies, LLC


By: 
Printed Name: Cinda S. Bright
Title: President Council of Sup Ct Clerks
Date: 12/22/14

By: 
Printed Name: ANDY JOHNSON
Title: CEO
Date: 12/14/14

Witness

By: 
Printed Name: Sheri Crawford
Date: 12/22/14

Witness

By: 
Printed Name: Michael Holmes
Date: 12/14/14

**AMENDMENT NUMBER 2
TO THE MASTER E-FILE SERVICE AGREEMENT by and between
COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA and
GREENCOURT LEGAL TECHNOLOGIES, LLC**

This Amendment Number 2 to the Master E-File Service Agreement ("Amendment 2") is entered into by and between the Council of Superior Court Clerks of Georgia (the "Council"), with a principal address for purposes of this Agreement at 1231 Collier Road, NW, Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC. ("GreenCourt"), a Georgia Limited Liability Company having its principal office at 201 Newnan Street, Carrollton, Georgia 30117 (each a "Party" and collectively "Parties"). The effective date of this Amendment 2 is 13th day of October, 2015 ("Amendment 2 Effective Date").

BACKGROUND

- A. On March 3, 2014, the Council and GreenCourt entered into a Master E-File Service Agreement ("Agreement") for the development, support and maintenance of a statewide electronic filing system for Georgia's Superior and State Courts ("Phase I").
- B. On December 16, 2014, the Parties executed an Amendment to the Agreement ("Amendment 1"), which was incorporated into the Agreement by reference.
- C. The Council and GreenCourt now desire to develop additional functionality and services to allow registered users to remotely access the civil and criminal electronic documents of participating superior and state courts, for a fee ("Phase II").
- D. Unless indicated otherwise in this Amendment 2, all capitalized terms used and not defined herein have the same meanings as in the Agreement.

AMENDMENT

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. AMENDMENTS.

1.1. Section 5.1. of the Agreement is amended as follows (the strike-through language is deleted and the underlined language is added):

5.1. Term Generally. Unless terminated earlier as provided in this Agreement, the initial term of this Agreement begins on the Amendment 2 Effective Date ~~Effective Date~~ and continues until the tenth (10th) ~~fifth (5th)~~ anniversary thereafter ~~of the Go-Live Date~~. Upon the expiration of the initial term or any renewal term, this Agreement shall automatically renew for an additional successive one (1) year period unless either Party gives written notice of non-renewal to the other no less than sixty (60) days prior to the last day of the then-current initial term or renewal

term (as the case may be), in which case this Agreement shall terminate on the last day of such initial term or renewal term (as the case may be). The initial term and all renewal terms are collectively the "Term". Either Party may terminate a given SOW upon ten (10) days prior written notice to the other Party if there are no outstanding obligations of either Party under any then-current SOW, provided that such terminating Party is not then in breach of any provision of this Agreement.

1.2. The following Statement of Work is added to the Agreement as "Exhibit H":

EXHIBIT H STATEMENT OF WORK #1

In the event of a conflict between this Statement of Work #1 ("SOW1") and the Agreement, this SOW1 shall prevail over specific terms of the Agreement.

1. DEFINITIONS.

Unless otherwise defined herein, the definitions provided in this SOW1 shall apply.

"Court System(s)" means, individually and collectively, the computer environments in which Court Data is recorded, collected, stored and managed by, or with the permission of, the clerk of court.

"eDocument Service" has the meaning set forth at Section 2.2 of this SOW1.

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

"Judge User(s)" means, individually and collectively, each judge or judge staff of any Court who is registered for and uses the eDocument Service within the scope of his or her job responsibilities and duties as such a judge or judge staff.

"Periodic Charge" means a single financial transaction assessed for all Court Document Image purchases made on the same payment account over a period of time (e.g. 48 hours, seven (7) days, etc.).

"Registered User(s)" means, individually and collectively, persons or entities who have applied and been approved and registered for use of the Services as PeachCourt Users, and agreed to be bound to the PeachCourt Terms & Conditions governing electronic filings and/or electronic access to court records.

2. eDOCUMENT SERVICES

2.1. Development of Software. GreenCourt will develop the Software in conformity with the Specifications and industry standards while maintaining reasonable discretion in the execution of such development, including, but not limited to, the

development of additional features and functionality not expressly listed or described in the Specifications.

2.2. eDocument Service. The service shall consist of the following features:

2.2.1. Software that connects Court Systems, directly or indirectly, to GreenCourt Systems.

2.2.2. Software that stores and maintains in synchronicity with the respective Court Systems copies of some or all Court Documents, Court Document Images, Court Document Data Streams and electronic images of documents filed or scanned into electronic format and any and all metadata, reports or other information related to such documents or their images, kept and maintained by the respective clerks of court in furtherance of their statutory duties as the keeper of the official record.

2.2.3. Software that enables Registered Users to view, in real time via the PeachCourt dedicated accessible web portal, electronic Court Document Images, for a fee.

2.2.4. Software that enables Judge Users to view, in real time via the PeachCourt dedicated accessible web portal, electronic Court Document Images, for free.

3. ACCEPTANCE TESTING FOR eDOCUMENT SERVICE.

3.1. The eDocument Service as described in this SOW1 as of the Amendment 2 Effective Date will be subject to the general acceptance testing procedures outlined in Section 3 of the Agreement.

4. ADDITIONAL eDOCUMENT SERVICE OBLIGATIONS OF GREENCOURT.

4.1. Without limiting any other obligation of GreenCourt elsewhere in this SOW1 or any other term or condition of this SOW1, the following obligations shall be solely the responsibility of GreenCourt and Council shall have no responsibility therefor:

4.1.1. Interface. GreenCourt shall use commercially reasonable efforts to develop its side of interfaces to various Court Systems or, in the alternative, an application programming interface ("API") software development kit ("SDK") to enable Court Systems to communicate with GreenCourt Systems.

4.1.2. Availability; Maintenance; Support; Training. GreenCourt will make the eDocument Service available to Registered Users in conformity with the Specifications at all times in accordance with Exhibit B of the Agreement. All other Maintenance, Support and Training obligations set forth in Sections 4.2 and 4.3 of the Agreement shall apply with respect to the eDocument Service.

5. COMPENSATION AND PAYMENT TERMS AND RELATED OBLIGATIONS

5.1. No Payment Obligations of the Council. Anything in this SOW1 to the contrary notwithstanding, the Council shall have no obligations to pay any amounts hereunder to GreenCourt, or to compensate or reimburse GreenCourt, in connection with GreenCourt's performance under or in connection with this SOW1, and Council is not responsible for any amounts that may be payable to GreenCourt by any Registered User or other third party. As between the Parties, GreenCourt is solely responsible for and will bear all costs and expenses of provision of the eDocument Service and/or arising from its performance of its obligations under this SOW1, and such costs and expenses will not be subject to reimbursement by Council.

5.2. eDocument Service Fees and Charges. The Parties agree to following fees which GreenCourt will assess and collect from Registered Users in connection with the eDocument Service or performance of any other obligations outlined in this SOW1, which are in addition to the End User Fees outlined in the Agreement.

5.2.1. eDocument Transaction Fee. GreenCourt will assess Registered Users an eDocument Transaction Fee of \$0.50/page for access to Court Document Images; GreenCourt will process eDocument Transaction Fees as a Periodic Charge.

5.2.2. Convenience Fee for Online Payment Method. In connection with each Periodic Charge that GreenCourt assesses and collects from the Registered User, GreenCourt may assess and collect from the Registered User a single online payment convenience fee at a rate of two point nine percent (2.9%) plus thirty cents (0.30) per Periodic Charge.

5.3. eDocument Revenue Share. Revenue Share on eDocument Transaction Fees: For each and every eDocument Transaction Fee assessed to a Registered User, the revenue share shall be calculated and payable as follows: \$0.30/page to GreenCourt, \$0.10/page to the Council, and \$0.10/page to the Clerk's Office associated with the eDocument Transaction.

5.3.1. Collection and Disbursement of eDocument Revenue Share to Council: GreenCourt will calculate, manage and disburse the Council's Revenue Share pursuant to the following terms:

5.3.1.1. GreenCourt shall calculate and pay all eDocument Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding eDocument Transaction Fee was charged to the Registered User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Furthermore, GreenCourt shall provide this information via email to the President of the Council and Executive Director following the closing of each month in the same report that contains the eFiling Revenue Share to

Council. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.

5.3.2. Collection, Management and Disbursement of eDocument Revenue Share to Clerk's Offices: Contingent upon the execution of a Memorandum of Understanding ("MOU") between the participating Clerk and Council, in which the participating Clerk affirmatively elects to receive the Clerk's eDocument Revenue Share, and a copy of which is provided by the Council to GreenCourt via email, GreenCourt will calculate, manage and disburse the eDocument Revenue Share to Clerk's Offices pursuant to the following terms:

5.3.2.1. GreenCourt shall calculate and pay all eDocument Revenue Share attributable to a given calendar month to the participating clerk on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding eDocument Transaction Fee was charged to the Registered User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Furthermore, GreenCourt shall provide this information via email to each participating clerk, respectively, in the report that contains the clerk's eFiling Revenue, if any. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.

5.3.3. No Revenue Share on Convenience Fee: GreenCourt may retain one hundred percent (100%) of the Convenience Fee.

5.3.4. Subscription Fees. GreenCourt shall have the right to charge and collect from Registered Users a subscription fee for access to value-added features of the eFile Service and/or eDocument Service, which may include some existing Services. The Parties shall mutually agree in writing to the rates and terms of such subscription fee(s) and the division of revenue derived therefrom prior to GreenCourt implementing the same.

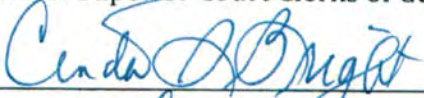
5.4. During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any eDocument Transaction Fees, Subscription Fees or Convenience Fees without the prior written consent of the Council. eDocument Transaction Fees, Subscription Fees and Convenience Fees constitute the sole fees and charges that GreenCourt will assess and collect from Registered Users in connection with the eDocument Service or performance of any other obligations outlined in this SOW1, and GreenCourt shall not directly or indirectly assess on or seek to collect from any Registered User any fees, charges or other amounts not expressly set forth in this SOW1 or otherwise authorized by the Council in writing.

2. NO OTHER MODIFICATIONS EXIST. Except as expressly amended by this Amendment 2, the Agreement is in all respects ratified, confirmed and approved and all the terms, provisions and conditions set forth in the Agreement, which are not specifically modified by this Amendment 2, will be and remain in full force and effect from the Amendment 2 Effective Date for the entire Term of the Agreement.


3. ENTIRE AGREEMENT. In the event of any conflict between the Agreement and this Amendment 2, the terms of this Amendment 2 will govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment 2, effective as of the Amendment 2 Effective Date.


Council of Superior Court Clerks of Georgia

By: 
Printed Name: Cinda S. Bright
Title: President, Council of Superior Court Clerks of Georgia
Date: October 13, 2015

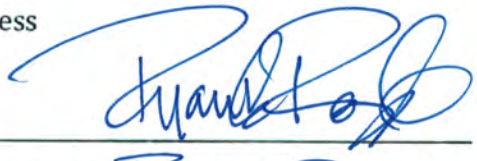
GreenCourt Legal Technologies, LLC

By: 
Printed Name: ANDY JOHNSON
Title: CEO
Date: 10/13/15

Witness

By: 
Printed Name: Sheri F. Crawford
Date: October 13, 2015

Witness

By: 
Printed Name: Ryan Roenick
Date: 10/13/15

**AMENDMENT NUMBER 3
TO THE MASTER E-FILE SERVICE AGREEMENT by and between
COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA and
GREENCOURT LEGAL TECHNOLOGIES, LLC**

This Amendment Number 3 to the Master E-File Service Agreement ("Amendment 3") is entered into by and between the Council of Superior Court Clerks of Georgia (the "Council"), with a principal address for purposes of this Agreement at 1231 Collier Road, NW, Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC. ("GreenCourt"), a Georgia Limited Liability Company having its principal office at 201 Newnan Street, Carrollton, Georgia 30117 (each a "Party" and collectively "Parties"). The effective date of this Amendment 3 is 25 day of August, 2017 ("Amendment 3 Effective Date").

BACKGROUND

- A. On March 3, 2014, the Council and GreenCourt entered into a Master E-File Service Agreement ("Agreement") for the development, support and maintenance of a statewide electronic filing system for Georgia's Superior and State Courts ("Phase I").
- B. On December 16, 2014, the Parties executed an Amendment to the Agreement ("Amendment 1"), which was incorporated into the Agreement by reference.
- C. On October 13, 2015, the Parties executed an Amendment to the Agreement ("Amendment 2"), which was incorporated into the Agreement by reference.
- D. The Council and GreenCourt now desire to modify certain terms of the Agreement related to transaction fees and revenue sharing between the Parties.
- E. Unless indicated otherwise in this Amendment 3, all capitalized terms used and not defined herein have the same meanings as in the Agreement.

AMENDMENT

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. AMENDMENTS.

1.1. The following definition is added to the Agreement:

1.24. "**Joint Transaction**" means the consolidation of eFiling and eService as a single transaction upon the occurrence of a Joint Transaction Event.

1.2. Section 6.2. of the Agreement is amended as follows (the strike-through language is deleted and the underlined language is added):

6.2.1.4. **Joint Transaction Fee.** Upon the occurrence of a Joint Transaction Event as defined hereunder, GreenCourt shall assess and collect from Party Users a single Joint Transaction Fee for each Joint Transaction in the amount set forth at Exhibit D - Approved

Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties ("Joint Transaction Fee").

6.2.1.5. Joint Transaction Event: Exception. Any one or more of the following acts constitute a Joint Transaction Event for which GreenCourt will thenceforth assess and collect a Joint Transaction Fee for each Joint Transaction submitted by Party Users into the affected Court(s):

6.2.1.5.1. eFiling in civil cases is mandated by Local Order

6.2.1.5.2. eFiling in civil cases is mandated by Legislation

6.2.1.5.3. eFiling in criminal cases is made available through PeachCourt

6.2.1.5.3.1. Exception. GreenCourt will neither assess nor collect a Joint Transaction Fee from any Party User filing into a criminal case except upon an affirmative declaration by the Clerk of Court to assess such Joint Transaction Fee, which declaration shall be reflected in a separately executed Amended Memorandum of Understanding between GreenCourt and such Clerk.

~~6.2.1.4.~~ **6.2.1.6. Convenience Fee for Online Payment Method.** In connection with each Transaction or Joint Transaction in which a Filing Fee, Transaction Fee, ~~and/or~~ eService Fee or Joint Transaction Fee is assessed and collected by GreenCourt, GreenCourt may assess and collect from the Party User a single online payment convenience fee in the amount set forth at Exhibit D – Approved Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties ("Convenience Fee").

1.3. Section 6.4. of the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

6.4. Payment of Revenue Share to Council; Reporting. In connection with each Transaction or Joint Transaction occurring in a given calendar month during the Term, GreenCourt shall pay to Council a portion of the Transaction Fee and eService Fee, if any, or Joint Transaction Fee, if any, charged to such Party User in connection with such Transaction or Joint Transaction, calculated in accordance with Exhibit D - Approved Fees and Revenue Share ("Revenue Share"). GreenCourt shall pay all Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding Transaction Fee or Joint Transaction Fee was charged to the Party User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full. Concurrently with each such payment, GreenCourt will deliver to Council a written report, in such detail as Council may reasonably request, detailing the basis on which the payment of the Revenue Share was calculated and such other details as Council may reasonably request from time to time.

- 1.4. Section 6.5.2. of the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

6.5.2. Long Term Incentive for Case Management Vendors. In connection with each Transaction or Joint Transaction occurring in a given calendar month during the Term, the Council will share a portion of its Revenue Share with each participating CMV at a rate of \$0.50 per Transaction or Joint Transaction ("LTI Compensation").

6.5.2.1. Collection, Management and distribution of LTI. In connection with each Transaction or Joint Transaction occurring in a given calendar month during the Term, GreenCourt will withhold ~~the~~ all LTI Compensation from the Council's Revenue Share and will pay the same to each participating CMV on behalf of the Council. GreenCourt will calculate all LTI Compensation collected and paid in a given calendar month during the Term and will report the same in the monthly financial statement delivered to the Council as specified in Section 6.4. The collection, distribution and management of all LTI Compensation payments not otherwise outlined in this Agreement shall be governed by the terms of the joint service contract entered into by and between the Parties and CMV.

- 1.5. EXHIBIT D to the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

EXHIBIT D APPROVED FEES AND REVENUE SHARE

All capitalized terms have the meaning stated in the Agreement.

Transaction Fee (\$5.00): A single Transaction Fee of \$5.00 will be assessed on and collected from Party Users for each Transaction.

Revenue Share on Transaction Fees: For each and every \$5.00 Transaction Fee charged to a Party User, the Revenue Share shall be calculated and payable as follows: \$3.50 to GreenCourt, \$1.00 to the Council in accordance with the provisions of Section 6.4. of the Agreement, and \$0.50 to the Clerk's Office associated with the Transaction where there exists a separately executed Memorandum of Understanding ("MOU") between GreenCourt, ~~and the participating Clerk and the Council.~~ Where no such ~~Memorandum of Understanding~~ MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

eService Fee: With respect to each Transaction in which a Party User requests a file-stamped service copy of the filing associated with the Transaction to be emailed to one or more recipients, GreenCourt will assess and collect a single eService Fee of \$3.00 from the Party User, except in the case of a Joint Transaction Event.

Revenue Share on eService Fees: For each and every \$3.00 eService Fee charged to a Party User, the Revenue Share shall be calculated and payable as follows: \$2.50 to GreenCourt and \$0.50 to the Council.

Joint Transaction Fee (\$7.00): Subject to the provisions of Section 6.2.1.5.3.1. of the Agreement, a Joint Transaction Fee of \$7.00 will be assessed on and collected from Party Users for each Joint Transaction.

Revenue Share on Joint Transaction Fees: For each and every \$7.00 Joint Transaction Fee charged to a Party User, the Revenue Share shall be calculated and payable as follows: \$5.50 to GreenCourt, \$1.00 to the Council, of which \$0.50 will be held by GreenCourt and distributed to the respective Case Management Vendor on the Council's behalf where there exists a separately executed Joint Service Agreement between GreenCourt, the Council and the Case Management Vendor, and \$0.50 to the Clerk's Office associated with the Joint Transaction where there exists a separately executed Amended Memorandum of Understanding ("Amended") between GreenCourt, the participating Clerk and the Council. Where no such Amended MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

Collection and Disbursement of Revenue Share to Council: Subject to the terms and conditions of Section 6.5. of the Agreement, GreenCourt will calculate, manage and disburse all Revenue Share to Council pursuant to the following terms:

- (i) GreenCourt will calculate the total Revenue Share to Council on a monthly basis and provide this information via email to the President of the Council and Executive Director, following the closing of each month. Payment of Revenue Share to the Council shall be made according to the terms of Section 6.4 of the Agreement.

Collection, Management and Disbursement of Clerk Revenue Share to Clerk's Offices: With respect to the collection and disbursement of Revenue Share with participating Clerk's Offices, the same shall be controlled by the terms and conditions of ~~a separately executed Memorandum of Understanding~~ ("the MOU") or Amended MOU between GreenCourt, the participating Clerk and the Council. Any Clerk that wishes to participate in revenue sharing under the terms of this Agreement must first execute the MOU or Amended MOU, where applicable, with GreenCourt and the Council. This Agreement, together with any and all Amendments thereto, shall be attached to each such executed MOU or Amended MOU and incorporated by reference therein.

Convenience Fee for Online Payment Method – In connection with each Transaction in which a Filing Fee, Transaction Fee, ~~and/or~~ eService Fee, or Joint Transaction Fee is charged by GreenCourt, GreenCourt may assess and collect from the Party User a single online payment convenience fee at a rate of two point nine percent (2.9%) plus thirty cents (\$0.30) per Transaction or Joint Transaction.

No Revenue Share on Convenience Fee: GreenCourt may retain one hundred percent (100%) of the Convenience Fee.

During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any Transaction Fees, eService Fees, Joint Transaction Fees or Convenience Fees without the prior written consent of the Council. Transaction Fees, eService Fees, Joint Transaction Fees or Convenience Fees, constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing.

- 1.6. EXHIBIT H to the Agreement is amended as follows (the strike through language is deleted and the underlined language is added):

EXHIBIT H STATEMENT OF WORK #1

In the event of a conflict between this Statement of Work #1 ("SOW1") and the Agreement, this SOW1 shall prevail over specific terms of the Agreement.

1. DEFINITIONS.

Unless otherwise defined herein, the definitions provided in this SOW1 shall apply.

"Court System(s)" means, individually and collectively, the computer environments in which Court Data is recorded, collected, stored and managed by, or with the permission of, the clerk of court.

"eDocument Service" has the meaning set forth at Section 2.2 of this SOW1.

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

"Judge User(s)" means, individually and collectively, each judge or judge staff of any Court who is registered for and uses the eFiling and/or eDocument Service within the scope of his or her job responsibilities and duties as such a judge or judge staff.

"PeachCourt Judge Portal" means the dedicated section of PeachCourt that provides Judge Users with secure online access to civil and/or criminal case dockets and documents, and which allows Judges to electronically file into civil cases.

"Periodic Charge" means a single financial transaction assessed for all Court Document Image purchases made on the same payment account over a period of time (e.g. 48 hours, seven (7) days, etc.).

"Public Sector User(s)" means, individually and collectively, any Registered User who is employed by a state or local prosecutor's office, state or local public defender's office, the Department of Community Supervision, or any other state or local criminal justice or justice entity that sends or receives information.

"Registered User(s)" means, individually and collectively, persons or entities who have applied and been approved and registered for use of the Services as PeachCourt Users, and agreed to be bound to the PeachCourt Terms & Conditions governing electronic filings and/or electronic access to court records.

2. eDOCUMENT SERVICES

2.1. Development of Software. GreenCourt will develop the Software in conformity with the Specifications and industry standards while maintaining reasonable discretion in the execution of such development, including, but not limited to, the development of additional features and functionality not expressly listed or described in the Specifications.

2.2. eDocument Service. The service shall consist of the following features:

2.2.1. Software that connects Court Systems, directly or indirectly, to GreenCourt Systems.

2.2.2. Software that stores and maintains in synchronicity with the respective Court Systems copies of some or all Court Documents, Court Document Images, Court Document Data Streams and electronic images of documents filed or scanned into electronic format and any and all metadata, reports or other information related to such documents or their images, kept and maintained by the respective clerks of court in furtherance of their statutory duties as the keeper of the official record.

2.2.3. Software that enables Registered Users to view, in real time via the PeachCourt dedicated accessible web portal, electronic Court Document Images, for a fee.

2.2.4. Software that enables Judge Users to view, in real time via the PeachCourt ~~dedicated accessible web portal~~ Judge Portal, electronic Court Document Images, for free.

3. ACCEPTANCE TESTING FOR eDOCUMENT SERVICE.

3.1. The eDocument Service as described in this SOW1 as of the Amendment 2 Effective Date will be subject to the general acceptance testing procedures outlined in Section 3 of the Agreement.

4. ADDITIONAL eDOCUMENT SERVICE OBLIGATIONS OF GREENCOURT.

4.1. Without limiting any other obligation of GreenCourt elsewhere in this SOW1 or any other term or condition of this SOW1, the following obligations shall be solely the responsibility of GreenCourt and Council shall have no responsibility therefor:

4.1.1. Interface. GreenCourt shall use commercially reasonable efforts to develop its side of interfaces to various Court Systems or, in the alternative, an application programming interface ("API") software development kit ("SDK") to enable Court Systems to communicate with GreenCourt Systems.

4.1.2. Availability; Maintenance; Support; Training. GreenCourt will make the eDocument Service available to Registered Users in conformity with the Specifications at all times in accordance with Exhibit B of the Agreement. All other Maintenance, Support and Training obligations set forth in Sections 4.2 and 4.3 of the Agreement shall apply with respect to the eDocument Service.

5. COMPENSATION AND PAYMENT TERMS AND RELATED OBLIGATIONS

5.1. No Payment Obligations of the Council. Anything in this SOW1 to the contrary notwithstanding, the Council shall have no obligations to pay any amounts hereunder to GreenCourt, or to compensate or reimburse GreenCourt, in connection with GreenCourt's performance under or in connection with this SOW1, and Council is not responsible for any amounts that may be payable to GreenCourt by any Registered User or other third party. As between the Parties, GreenCourt is solely responsible for and will bear all costs and expenses of provision of the eDocument Service and/or arising from its performance of its

obligations under this SOW1, and such costs and expenses will not be subject to reimbursement by Council.

5.2. eDocument Service Fees and Charges. The Parties agree to the following fees which GreenCourt will assess and collect from Registered Users in connection with the eDocument Service or performance of any other obligations outlined in this SOW1, which are in addition to the End User Fees outlined in the Agreement.

5.2.1. eDocument Transaction Fee, Exception. GreenCourt will assess Registered Users an eDocument Transaction Fee of \$0.50/page for access to Court Document Images; GreenCourt will process eDocument Transaction Fees as a Periodic Charge.

5.2.1.1. Exception. GreenCourt will neither assess nor collect an eDocument Transaction Fee from Public Sector Users for access to Court Document Images except upon an affirmative declaration by the Clerk of Court to assess such eDocument Transaction Fee, which declaration shall be reflected in a separately executed Amended Memorandum of Understanding ("Amended MOU") between GreenCourt, the participating Clerk and the Council.

2. NO OTHER MODIFICATIONS EXIST. Except as expressly amended by this Amendment 3, the Agreement is in all respects ratified, confirmed and approved and all the terms, provisions and conditions set forth in the Agreement, which are not specifically modified by this Amendment 3, will be and remain in full force and effect from the Amendment 3 Effective Date for the entire Term of the Agreement.

3. ENTIRE AGREEMENT. In the event of any conflict between the Agreement and this Amendment 3, the terms of this Amendment 3 will govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment 3, effective as of the Amendment 3 Effective Date.

Council of Superior Court Clerks of Georgia

GreenCourt Legal Technologies, LLC

By: [Signature]

By: [Signature]

Printed Name: Michael Holman

Printed Name: Andy Johnson

Title: Executive Director

Title: CEO

Date: Aug. 25th, 2017

Date: 8/25/17

Witness

Witness

By: [Signature]

By: [Signature]

Printed Name: Jet Toney

Printed Name: Molly Camp

Date: August 25, 2017

Date: ~~12/17~~ 8/25/17

**AMENDMENT NUMBER 4
TO THE MASTER E-FILE SERVICE AGREEMENT by and between
COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA and
GREENCOURT LEGAL TECHNOLOGIES, LLC**

This Amendment Number 4 to the Master E-File Service Agreement (“Amendment 4”) is entered into by and between the Council of Superior Court Clerks of Georgia (the “Council”), with a principal address for purposes of this Agreement at 1231 Collier Road, NW Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC (“GreenCourt”), a Georgia Limited Liability Company having its principal office at 201 Newnan Street, Carrollton, Georgia 30117 (each a “Party” and collectively “Parties”). **The effective date of this Amendment 4 is the 22nd day of July 2018** (“Amendment 4 Effective Date”).

RECITALS

WHEREAS, On March 3, 2014, the Parties entered into a Master E-File Service Agreement (“Agreement”) for the development, implementation and support of a statewide electronic filing and document access system (“PeachCourt”); and

WHEREAS, the Parties amended the Agreement through written instruments on December 16, 2014 (“Amendment 1”), October 13, 2015 (“Amendment 2”) and August 25, 2017 (“Amendment 3”) (collectively, the “Amendments”), which were each incorporated into the Agreement by reference; and

WHEREAS, on May 7, 2018, Georgia Governor Nathan Deal signed into law Senate Bill 407 (“SB407”) mandating electronic filing in civil cases for attorneys and regulating eFiling vendor fees, revenue sharing and access to electronic court records; and

WHEREAS, the original scope of work and revenue sharing terms agreed upon by the Parties under the Agreement and Amendments are in conflict with certain portions of SB407; and

WHEREAS, the Parties are required under Section 15.1 of the Agreement to modify or amend the Agreement whenever it or any provision therein is rendered unlawful or unenforceable due to a change in Applicable Law; and

NOW, WHEREFORE, the Parties desire to amend the Agreement to remedy the unenforceability of certain terms pursuant to SB407 related to transaction fees and revenue sharing between the Parties.

AMENDMENT

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

For purposes of this Amendment 4, any reference to the “Agreement” shall include the latest provisions incorporated therein by amendment, statement of work and/or change order.

1. AMENDMENTS.

- 1.1.** Section 1.1. of the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

1.3. “Case Party(ies)” means, individually and collectively, each named or unnamed party to a Case which, for purposes of this Agreement, includes each third-party, non-party, witness and other individual or entity that may have a legal interest in a Case (whether such party is appearing pro se or is represented by counsel) along with each representative and agent of the foregoing acting in such capacity.

1.24. “Joint Transaction” means the consolidation of eFiling and eService as a single transaction upon the occurrence of a Joint Transaction Event, in civil cases initiated before the effective date for mandatory eFiling in a given court pursuant to SB407.

1.25. “Joint Transaction Court” means a court that has consolidated the eFiling Transaction Fee and eService Transaction Fee into a single Joint Transaction Fee for filings made in civil cases initiated before the effective date for mandatory eFiling pursuant to SB407.

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

1.27. “Separate Transaction Court” means a court that charges a separate fee for eFiling Transactions and eService Transactions.

1.2. Section 6.2. of the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

6.2.1.2. eFiling Transaction Fee. With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Separate Transaction Court, GreenCourt shall assess and collect from Party Users a single eFiling Transaction Fee for each eFiling Transaction in the amount set forth at Exhibit D – Approved Fees and Revenue Share, as the same may be amended from time to time upon agreement of the Parties (“eFiling Transaction Fee”).

6.2.1.3. eService Transaction Fee. With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Separate Transaction Court, ~~With respect to~~ for each Transaction in which a Party User requests a file-stamped service copy of the filing associated with the Transaction to be emailed to one or more recipients, GreenCourt will assess and collect a single eService Transaction Fee in the amount set forth at Exhibit D ~~– Approved Fees and Revenue Share,~~ as the same may be amended from time to time upon agreement of the Parties (“eService Transaction Fee”).

6.2.1.4. Joint Transaction Fee. ~~Upon the occurrence of a Joint Transaction Event as defined hereunder,~~ With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Joint Transaction Court, GreenCourt shall assess and collect from Party Users a single Joint Transaction Fee for each Joint Transaction in the amount set forth at Exhibit D ~~– Approved Fees and Revenue Share,~~ as the same may be amended from time to time upon agreement of the Parties (“Joint Transaction Fee”).

6.2.1.5. Joint Transaction Event; Exception. ~~Any one or more of the following acts constitute a Joint Transaction Event for which GreenCourt will thenceforth assess and collect a Joint Transaction Fee for each Joint Transaction submitted by Party Users into the affected Court(s):~~

- ~~6.2.1.5.1. eFiling in civil cases is mandated by Local Order~~
- ~~6.2.1.5.2. eFiling in civil cases is mandated by Legislation~~
- ~~6.2.1.5.3. eFiling in criminal cases is made available through PeachCourt~~

~~6.2.1.5.3.1. Exception. GreenCourt will neither assess nor collect a Joint Transaction Fee from any Party User filing into a criminal case except upon an affirmative declaration by the Clerk of Court to assess such Joint Transaction Fee, which declaration shall be reflected in a separately executed Amended Memorandum of Understanding between GreenCourt and such Clerk.~~

6.2.1.5. Per Party Transaction Fee. With respect to civil cases initiated AFTER the effective date for mandatory eFiling in a given court under SB407, GreenCourt shall assess and collect from Party Users a one-time Per Party Transaction Fee as set forth at Exhibit D for electronically filing on behalf of a party for the first time from a non-PAT computer.

6.2.1.6 Volume eFiling Transaction Fee. With respect to civil cases initiated AFTER mandatory eFiling has begun in a given court under SB407, GreenCourt shall assess and collect from Party Users a Volume eFiling Transaction Fee as set forth at Exhibit D for each eFiling Transaction after the tenth eFiling such Transaction on behalf of a Case Party.

~~6.2.1.6.~~ **6.2.1.7. Convenience Fee for Online Payment Method.** In connection with each Transaction or Joint Transaction in which a Filing Fee, Transaction Fee, eService Fee or Joint Transaction Fee fee is assessed and collected by GreenCourt, GreenCourt ~~may~~ will assess and collect from the Party User a convenience fee in the amount set forth at Exhibit D ~~Approved Fees and Revenue Share~~, as the same may be amended from time to time upon agreement of the Parties (“Convenience Fee”).

- 1.3. Section 6.4. of the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

6.4. Payment of Revenue Share to Council; Reporting. With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Separate Transaction Court or a Joint Transaction Court, in connection for each Transaction or Joint Transaction occurring in a given calendar month during the Term, GreenCourt shall pay to Council a portion of the eFiling Transaction Fee and/or eService Fee, if any, or Joint Transaction Fee, if any, charged to such Party User in connection with such Transaction or Joint Transaction, calculated in accordance with Exhibit D ~~Approved Fees and Revenue Share~~ (“Revenue Share”). GreenCourt shall pay all Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding Transaction Fee or Joint Transaction Fee was charged to the Party User, and the amount of such payment shall not be subject to reduction or offset for any reason, including, without limitation, due to refunds, credits or charge-backs. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month and the maximum interest rate otherwise allowed by Applicable Law until paid in full. Concurrently with each such payment, GreenCourt will deliver to Council a written report, in such detail as Council may reasonably request, detailing the basis on which the payment of the Revenue Share was calculated and such other details as Council may reasonably request from time to time.

- 1.4. Section 6.5.2. of the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

6.5.2. Long Term Incentive for Case Management Vendors. With respect to filings made in civil cases that were initiated BEFORE the effective date for mandatory eFiling in a given court, in connection with each Transaction occurring in a given calendar month during the Term the Council will share a portion of its Revenue Share with each participating CMV until July 1, 2019 at a rate of \$0.50 per eFiling Transaction or Joint Transaction (“LTI Compensation”). After July 1, 2019, LTI Compensation will discontinue.

6.5.2.1. Collection, Management and distribution of LTI. ~~In connection with each Transaction occurring in a given calendar month during the Term,~~ GreenCourt will withhold ~~the~~ all LTI Compensation from the Council’s Revenue Share and will pay the same to each participating CMV on behalf of the Council. GreenCourt will calculate all LTI Compensation collected and paid in a given calendar month during the Term and will report the same in the monthly financial statement delivered to the Council as specified in Section 6.4. The collection, distribution and management of all LTI Compensation payments not otherwise outlined in this Agreement shall be governed by the terms of the joint service contract entered into by and between the Parties and CMV.

- 1.5. EXHIBIT D to the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

EXHIBIT D APPROVED FEES AND REVENUE SHARE

All capitalized terms have the meaning stated in the Agreement.

eFiling Transaction Fee (\$5.00): With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Separate Transaction Court, GreenCourt will assess and collect from Party Users a single eFiling Transaction Fee of \$5.00 for each eFiling Transaction. A single Transaction Fee of \$5.00 will be assessed on and collected from Party Users for each Transaction.

Revenue Share on eFiling Transaction Fee: For each and every \$5.00 eFiling Transaction Fee charged to a Party User in a Separate Transaction Court during the Term, the Revenue Share shall be calculated and payable as follows: \$3.50 to GreenCourt, \$1.00 to the Council in accordance with the provisions of Section 6.4. of the Agreement, of which \$0.50 will be held by GreenCourt and distributed to the respective Case Management Vendor on the Council’s behalf where, subject to Section 6.5.2. herein, there exists a separately-executed Joint Service Agreement between GreenCourt, the Council and the Case Management Vendor, and \$0.50 to the Clerk’s Office associated with the Transaction, where there exists a separately-executed Memorandum of Understanding (“MOU”) between GreenCourt, the participating Clerk and the Council. Where no such MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System

- (i) AFTER July 1, 2019, the Revenue Share on eFiling Transaction Fees shall be calculated and payable as follows: \$4.00 to GreenCourt, \$0.50 to the Council and \$0.50 to the Clerk’s Office associated with the Transaction, where there exists an MOU between GreenCourt, the participating Clerk and the Council. Where no such MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

eService Transaction Fee: With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Separate Transaction Court, GreenCourt will assess and collect from Party Users a single eService Transaction Fee of \$3.00 for each eService Transaction. With respect to each Transaction in which a Party User requests a file-stamped service copy of the filing associated with the Transaction to be emailed to one or more recipients, GreenCourt will assess and collect a single eService Fee of \$3.00 from the Party User, except in the case of a Joint Transaction Event.

Revenue Share on eService Transaction Fee: For each and every \$3.00 eService Transaction Fee charged to a Party User in a Separate Transaction Court during the Term, the Revenue Share shall be calculated and payable as follows: \$2.50 to GreenCourt and \$0.50 to the Council.

Joint Transaction Fee (\$7.00): With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Joint Transaction Court, GreenCourt will assess and collect from Party Users a Joint Transaction Fee of \$7.00 for each Joint Transaction. Subject to the provisions of Section 6.2.1.5.3.1. of the Agreement, a Joint Transaction Fee of \$7.00 will be assessed on and collected from Party Users for each Joint Transaction.

Revenue Share on Joint Transaction Fee: With respect to civil cases initiated BEFORE the effective date for mandatory eFiling in a Joint Transaction Court during the Term, for each and every \$7.00 Joint Transaction Fee charged to a Party User, the Revenue Share shall be calculated and payable as follows: \$5.50 to GreenCourt, \$1.00 to the Council, of which \$0.50 will be held by GreenCourt and distributed to the respective Case Management Vendor on the Council's behalf where, subject to Section 6.5.2. herein, there exists a separately-executed Joint Service Agreement between GreenCourt, the Council and the Case Management Vendor, and \$0.50 to the Clerk's Office associated with the Joint Transaction where there exists a separately-executed Amended Memorandum of Understanding ("Amended") MOU between GreenCourt, the participating Clerk and the Council. Where no such Amended MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

- (i) AFTER July 1, 2019, the Revenue Share on Joint Transaction Fees shall be calculated and payable as follows: \$6.00 to GreenCourt, \$0.50 to the Council and \$0.50 to the Clerk's Office associated with the Transaction, where there exists an MOU between GreenCourt, the participating Clerk and the Council. Where no such MOU exists, the Clerk Revenue Share shall be paid to the Council to be held for the benefit of the eFiling System.

Per-Party Transaction Fee (\$30.00): With respect to civil cases initiated AFTER the effective date for mandatory eFiling in a given court under the provisions of SB407, GreenCourt will assess and collect from Party Users a one-time Per-Party Transaction Fee of \$30.00 for electronically filing on behalf of a Case Party for the first time from a non-PAT computer.

Revenue Share on Per-Party Transaction Fee: For each and every \$30.00 Per Party Transaction Fee charged to a Party User during the Term, the Revenue Share shall be calculated and payable as follows: \$28.00 to GreenCourt and \$2.00 to the Clerk's Office associated with the filing. The Council is prevented from sharing any portion of the Per-Party Transaction Fee under the provisions of SB407.

Volume eFiling Transaction Fee (\$5.00): With respect to civil cases initiated **AFTER** the effective date for mandatory eFiling under the provisions of SB407, GreenCourt will assess and collect from Party Users a Volume eFiling Transaction Fee of \$5.00 per filing for every eFiling Transaction after the tenth filing on behalf of a given party in a given case.

No Revenue Share on Volume eFiling Transaction Fees: GreenCourt may retain one-hundred percent (100%) of the Volume eFiling Transaction Fees.

Collection and Disbursement of Revenue Share to Council: ~~Subject to the terms and conditions of Section 6.5. of the Agreement,~~ GreenCourt will calculate, manage and disburse all Revenue Share to Council pursuant to the following terms:

- (i) GreenCourt will calculate the total Revenue Share to Council on a monthly basis and provide this information via email to the President and Executive Director of the Council, following the closing of each month. Payment of Revenue Share to the Council shall be made according to the terms of Section 6.4 of the Agreement.

Collection, Management and Disbursement of Clerk Revenue Share to Clerk's Offices: ~~With respect to the collection and disbursement of Revenue Share with participating Clerk's Offices from cases initiated BEFORE the effective date for mandatory eFiling in a given court, the same shall be controlled by the terms and conditions of the MOU or Amended MOU between GreenCourt, the participating Clerk and the Council. Any Clerk that wishes to participate in revenue sharing under the terms of this Agreement must first execute the MOU or Amended MOU, where applicable, with GreenCourt and the Council. This Agreement, together with any and all Amendments thereto, shall be attached to each such executed MOU or Amended MOU and incorporated by reference therein.~~

Convenience Fee for Online Payment Method: In connection with each Transaction in which a ~~Filing Fee, Transaction Fee, eService Fee or Joint Transaction Fee is charged by~~ GreenCourt collects a fee of any kind from a Party User, GreenCourt ~~may~~ will assess and collect from the Party User a convenience fee at a rate of ~~two point nine percent (2.9%)~~ three point five percent (3.5%) plus thirty cents (0.30) per ~~Periodic Charge Transaction~~.

No Revenue Share on Convenience Fee: GreenCourt may retain one hundred percent (100%) of the Convenience Fee.

During the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any eFiling Transaction Fees, eService Transaction Fees, Joint Transaction Fees or Convenience Fees without the prior written consent of the Council. GreenCourt may decrease, eliminate or change the calculation or amount of the Per-Party Transaction Fees or Volume eFiling Transaction Fees at any time during the Term in its sole discretion. eFiling Transaction Fees, eService Transaction Fees, Joint Transaction Fees, Per-Party Transaction Fees, Volume eFiling Transaction Fees and ~~or~~ Convenience Fees constitute the sole fees and charges that GreenCourt will assess and collect from End Users in connection with the E-File Service or performance of any other obligations outlined in this Agreement, and GreenCourt shall not directly or indirectly assess on or seek to collect from any End User any fees, charges or other amounts not expressly set forth in this Agreement or otherwise authorized by the Council in writing.

- 1.6. EXHIBIT H to the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

EXHIBIT H STATEMENT OF WORK #1

In the event of a conflict between this Statement of Work #1 (“SOW1”) and the Agreement, this SOW1 shall prevail over specific terms of the Agreement.

1. DEFINITIONS.

Unless otherwise defined herein, the definitions provided in this SOW1 shall apply.

“Court System(s)” means, individually and collectively, the computer environments in which Court Data is recorded, collected, stored and managed by, or with the permission of, the clerk of court.

“eDocument Service” has the meaning set forth at Section 2.2 of this SOW1.

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

“Judge User(s)” means, individually and collectively, each judge or judge staff of any Court who is registered for and uses the eFiling and/or eDocument Service within the scope of his or her job responsibilities and duties as such a judge or judge staff.

“PeachCourt Judge Portal” means the dedicated section of PeachCourt that provides Judge Users with secure online access to civil and/or criminal case dockets and documents, and which allows Judges to electronically file into civil cases.

~~“Periodic Charge” means a single financial transaction assessed for all Court Document Image purchases made on the same payment account over a period of time (e.g. 48 hours, seven (7) days, etc.).~~

“Public Sector User(s)” means, individually and collectively, any Registered User who is employed by a state or local prosecutor’s office, state or local public defender’s office, the Department of Community Supervision, or any other state or local criminal justice or justice entity that sends or receives information.

“Registered User(s)” means, individually and collectively, persons or entities who have applied and been approved and registered for use of the Services as PeachCourt Users, and agreed to be bound to the PeachCourt Terms & Conditions governing electronic filings and/or electronic access to court records.

2. eDOCUMENT SERVICES

2.1. Development of Software. GreenCourt will develop the Software in conformity with the Specifications and industry standards while maintaining reasonable discretion in the execution of such development, including, but not limited to, the development of additional features and functionality not expressly listed or described in the Specifications.

2.2. eDocument Service. The service shall consist of the following features:

2.2.1. Software that connects Court Systems, directly or indirectly, to GreenCourt Systems.

2.2.2. Software that stores and maintains in synchronicity with the respective Court Systems copies of some or all Court Documents, Court Document Images, Court Document Data Streams and electronic images of documents filed or scanned into electronic format and any and all metadata, reports or other information related to such documents or their images, kept and maintained by the respective clerks of court in furtherance of their statutory duties as the keeper of the official record.

2.2.3. Software that enables Registered Users to view, in real time via the PeachCourt dedicated accessible web portal, electronic Court Document Images, for a fee.

2.2.4. Software that enables Judge Users to view, in real time via the PeachCourt Judge Portal, electronic Court Document Images, for free.

3. ACCEPTANCE TESTING FOR eDOCUMENT SERVICE.

3.1. The eDocument Service as described in this SOW1 as of the Amendment 2 Effective Date will be subject to the general acceptance testing procedures outlined in Section 3 of the Agreement.

4. ADDITIONAL eDOCUMENT SERVICE OBLIGATIONS OF GREENCOURT.

4.1. Without limiting any other obligation of GreenCourt elsewhere in this SOW1 or any other term or condition of this SOW1, the following obligations shall be solely the responsibility of GreenCourt, and Council shall have no responsibility therefor:

4.1.1. Interface. GreenCourt shall use commercially reasonable efforts to develop its side of interfaces to various Court Systems or, in the alternative, an application programming interface (“API”) software development kit (“SDK”) to enable Court Systems to communicate with GreenCourt Systems.

4.1.2. Availability; Maintenance; Support; Training. GreenCourt will make the eDocument Service available to Registered Users in conformity with the Specifications at all times in accordance with Exhibit B of the Agreement. All other Maintenance, Support and Training obligations set forth in Sections 4.2 and 4.3 of the Agreement shall apply with respect to the eDocument Service.

5. COMPENSATION AND PAYMENT TERMS AND RELATED OBLIGATIONS

5.1. No Payment Obligations of the Council. Anything in this SOW1 to the contrary notwithstanding, the Council shall have no obligations to pay any amounts hereunder to GreenCourt, or to compensate or reimburse GreenCourt, in connection with GreenCourt’s performance under or in connection with this SOW1, and Council is not responsible for any amounts that may be payable to GreenCourt by any Registered User or other third party. As between the Parties, GreenCourt is solely responsible for and will bear all costs and expenses of provision of the eDocument Service and/or arising from its performance of its obligations under this SOW1, and such costs and expenses will not be subject to reimbursement by Council.

5.2. eDocument Service Fees and Charges. The Parties agree to the following fees which GreenCourt will assess and collect from Registered Users in connection with the eDocument Service or performance of any other obligations outlined in this SOW1, which are in addition to the End User Fees outlined in the Agreement.

5.2.1. eDocument Transaction Fee; Exceptions. GreenCourt will assess Registered Users an eDocument Transaction Fee of \$0.50/page for access to Court Document Images; ~~GreenCourt will process eDocument Transaction Fees as a Periodic Charge.~~

5.2.1.1. Exception: Public Sector User. GreenCourt will neither assess nor collect an eDocument Transaction Fee from Public Sector Users for access to Court Document Images except upon an affirmative written declaration by the respective Clerk of Court to assess such eDocument Transaction Fee. ~~in a separately executed Amended Memorandum of Understanding (“Amended MOU”) between to GreenCourt, the participating Clerk and the Council.~~

5.2.1.2. Exception: Attorney of Record. Once a court has begun mandatory eFiling pursuant to SB407, GreenCourt will neither assess nor collect an eDocument Transaction Fee for access to Court Document Images by attorneys of record in such court.

5.2.2. Convenience Fee for Online Payment Method. In connection with each ~~Periodic Charge~~ eDocument Transaction Fee that GreenCourt assesses and collects from the Registered User, GreenCourt ~~may~~ will assess and collect from the Registered User a single online payment convenience fee at a rate of ~~two point nine percent (2.9%)~~ three point five percent (3.5%) plus thirty cents (0.30) per ~~Periodic Charge~~ Transaction.

5.3. eDocument Revenue Share; ~~Monthly Cap. Revenue Share on eDocument Transaction Fees:~~

- (i) For each and every eDocument Transaction Fee ~~assessed to~~ collected from a Registered User **BEFORE July 1, 2019**, the eDocument Revenue Share shall be calculated and payable as follows: \$0.30/page to GreenCourt, \$0.10/page to the Council, and \$0.10/page to the Clerk’s Office associated with the eDocument Transaction.
- (ii) For each and every eDocument Transaction Fee collected from a Registered User AFTER July 1, 2019, the eDocument Revenue Share shall be calculated and payable as follows: \$0.40/page to the Council and \$0.10/page to the Clerk’s Office associated with the eDocument Transaction; provided, however, that upon the Council’s eDocument Revenue Share reaching Fifteen Thousand (\$15,000.00) Dollars per month (“Revenue Share Cap”) the terms described in 5.3.iii shall apply.
- (iii) If, AFTER July 1, 2019, the Council reaches the Revenue Share Cap in a given month, the eDocument Revenue Share on any additional eDocument Transaction Fees collected in that month shall be calculated and payable as follows: \$0.30/page to GreenCourt and \$0.10/page to the Council and \$0.10/page to the Clerk’s Office associated with the eDocument Transaction.

5.3.1. Collection and Disbursement of eDocument Revenue Share to Council: GreenCourt will calculate, manage and disburse the Council’s Revenue Share pursuant to the following terms:

5.3.1.1. GreenCourt shall calculate and pay all eDocument Revenue Share attributable to a given calendar month to Council on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding eDocument Transaction Fee was charged to the Registered User, and the amount of such payment shall not be

subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Furthermore, GreenCourt shall provide this information via email to the President of the Council and Executive Director following the closing of each month in the same report that contains the eFiling Revenue Share to Council. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.

5.3.2. Collection, Management and Disbursement of eDocument Revenue Share to Clerk's Offices: Contingent upon the execution of a Memorandum of Understanding ("MOU") between the participating Clerk and Council, in which the participating Clerk affirmatively elects to receive the Clerk's eDocument Revenue Share, and a copy of which is provided by the Council to GreenCourt via email, GreenCourt will calculate, manage and disburse the eDocument Revenue Share to Clerk's Offices pursuant to the following terms:

5.3.2.1. GreenCourt shall calculate and pay all eDocument Revenue Share attributable to a given calendar month to the participating clerk on a monthly basis, via ACH no later than the fifth (5th) day of the calendar month immediately following the month in which the corresponding eDocument Transaction Fee was charged to the Registered User, and the amount of such payment shall not be subject to reduction or offset for any reason, including without limitation due to refunds, credits or charge-backs. Furthermore, GreenCourt shall provide this information via email to each participating clerk, respectively, in the report that contains the clerk's eFiling Revenue, if any. Amounts which are undisputed and remain unpaid ten (10) days after the date due shall accrue interest at a rate which is the lesser of one and a half percent (1.5%) per month or the maximum interest rate otherwise allowed by Applicable Law until paid in full.

5.3.3. No Revenue Share on Convenience Fee: GreenCourt may retain one hundred percent (100%) of the Convenience Fee.

5.3.4. Subscription Fees. GreenCourt shall have the right to charge and collect from Registered Users a subscription fee for access to value-added features of the eFile Service and/or eDocument Service, which may include some existing Services. The Parties shall mutually agree in writing to the rates and terms of such subscription fee(s) and the division of revenue derived therefrom prior to GreenCourt implementing the same.

5.4. Except as set forth herein, during the Term, GreenCourt shall not increase, decrease, eliminate or change the calculation or amount of any eDocument Transaction Fees, Subscription Fees or Convenience Fees without the prior written consent of the Council. eDocument Transaction Fees, Subscription Fees and Convenience Fees constitute the sole fees and charges that GreenCourt will assess and collect from Registered Users in connection with the eDocument Service or performance of any other obligations outlined in this SOW1, and GreenCourt shall not directly or indirectly assess on or seek to collect from any Registered User any fees, charges or other amounts not expressly set forth in this SOW1 or otherwise authorized by the Council in writing.

2. NO OTHER MODIFICATIONS EXIST. Except as expressly amended by this Amendment 4, the Agreement is in all respects ratified, confirmed and approved and all the terms, provisions and conditions set forth in the Agreement, which are not specifically modified by this Amendment 4, will be and remain in full force and effect from the Amendment 4 Effective Date for the entire Term of the Agreement.

3. ENTIRE AGREEMENT. In the event of any conflict between the Agreement and this Amendment 4, the terms of this Amendment 4 will govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment 4, effective as of the Amendment 4 Effective Date.

ACCEPTANCE AND EXECUTION

(SIGNATURES ON NEXT PAGE)

COUNCIL:
Council of Superior Court Clerks of Georgia

By: Michael Holiman
Signature

Michael Holiman
Name

Executive Director
Title

July 23, 2018
Date

GREENCOURT:
GreenCourt Legal Technologies, LLC

By: Andy Johnson
Signature

Andy Johnson
Name

CEO
Title

7/24/18
Date

**AMENDMENT NUMBER 5
TO THE MASTER E-FILE SERVICE AGREEMENT by and between
COUNCIL OF SUPERIOR COURT CLERKS OF GEORGIA and
GREENCOURT LEGAL TECHNOLOGIES, LLC**

This Amendment Number 5 to the Master E-File Service Agreement (“Amendment 5”) is entered into by and between the Council of Superior Court Clerks of Georgia (the “Council”), with a principal address for purposes of this Agreement at 1231 Collier Road, NW Suite J, Atlanta, Georgia 30318, and GreenCourt Legal Technologies, LLC (“GreenCourt”), a Georgia Limited Liability Company having its principal office at 201 Newnan Street, Carrollton, Georgia 30117 (each a “Party” and collectively “Parties”). The effective date of this Amendment 5 is 14th day of January, 20 20 (“Amendment 5 Effective Date”).

RECITALS

WHEREAS, On March 3, 2014, the Parties entered into a Master E-File Service Agreement (“Agreement”) for the development, implementation and support of a statewide electronic filing and document access system (“PeachCourt”); and

WHEREAS, the Parties amended the Agreement through written instruments on December 16, 2014 (“Amendment 1”), October 13, 2015 (“Amendment 2”), August 25, 2017 (“Amendment 3”), and July 23, 2018 (“Amendment 4”) (collectively, the “Amendments”), which were each incorporated into the Agreement by reference; and

NOW, WHEREFORE, the Parties desire to amend the Agreement to change the structure of eDocument revenue sharing.

AMENDMENT

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

For purposes of this Amendment, any reference to the “Agreement” shall include the latest provisions incorporated therein by amendment, statement of work and/or change order.

1.1. EXHIBIT H to the Agreement is amended as follows (the stricken language is deleted and the underlined language is added):

5.3. eDocument Revenue Share; ~~Monthly Cap.~~

- (i) For each and every eDocument Transaction Fee collected from a Registered User **ON AND AFTER July 1, 2019**, the eDocument Revenue Share shall be calculated and payable as follows: ~~\$0.40/page to the Council and \$0.150/page to the Clerk’s Office associated with the eDocument Transaction. provided, however, that upon the Council’s eDocument Revenue Share reaching Fifteen Thousand (\$15,000.00) Dollars per month (“Revenue Share Cap”) the terms described in 5.3.iii shall apply.~~

(ii) ~~If, AFTER July 1, 2019, the Council reaches the Revenue Share Cap in a given month, the eDocument Revenue Share on any additional eDocument Transaction Fees collected in that month shall be calculated and payable as follows: \$0.30/page to GreenCourt and \$0.10/page to the Council and \$0.10/page to the Clerk's Office associated with the eDocument Transaction.~~

2. NO OTHER MODIFICATIONS EXIST. Except as expressly amended by this Amendment 5, the Agreement is in all respects ratified, confirmed and approved and all the terms, provisions and conditions set forth in the Agreement, which are not specifically modified by this Amendment 5, will be and remain in full force and effect from the Amendment 5 Effective Date for the entire Term of the Agreement.

3. ENTIRE AGREEMENT. In the event of any conflict between the Agreement and this Amendment 5, the terms of this Amendment 5 will govern.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment 5, effective as of the Amendment 5 Effective Date.

ACCEPTANCE AND EXECUTION

(SIGNATURES ON NEXT PAGE)

COUNCIL:
Council of Superior Court Clerks of Georgia


By: 
Signature

Michael Holiman
Name

Executive Director
Title

January 1, 2020
Date

GREENCOURT:
GreenCourt Legal Technologies, LLC

By: 
Signature 896C0027BC7C499...

Andy Johnson
Name

CEO
Title

1/14/2020
Date

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

