

## Georgia Technology Authority Felon Search Service Agreement

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date"), by and between the **Georgia Technology Authority** (hereinafter referred to as "GTA"), and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER").

WHEREAS, GTA is a public corporation and instrumentality created pursuant to O.C.G.A. § 50-25-1 *et seq.*, with a mission to deliver reliable technology services and to provide guidance and oversight to State agencies with respect to technology matters and for other purposes;

WHEREAS, CUSTOMER is a \_\_\_\_\_ corporation;

WHEREAS, CUSTOMER desires to receive, and GTA desires to provide to CUSTOMER, the Felon Search Services set forth on the Felon Search website [www.Felonsearch.ga.gov](http://www.Felonsearch.ga.gov);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Services.** GTA will provide to CUSTOMER the "Services" described on GTA's Felon Search website [www.Felonsearch.ga.gov](http://www.Felonsearch.ga.gov) and incorporated herein by reference. GTA's provision of Services to CUSTOMER will be governed by the Georgia Technology Authority Terms of Use for FelonSearch ("Service Terms").
2. **Term and Renewal.** The "Term" of this Agreement shall begin on the Effective Date and end as of the end of the then current State of Georgia fiscal year (July 1 – June 30). Thereafter, this Term shall renew automatically on a year-to-year basis for up to three (3) fiscal year periods, unless either party gives the other at least ninety (90) days prior written notice of its intent not to renew the Term. The terms and conditions of each Schedule and the Agreement shall apply during any renewals of the Term.
3. **Payment.** CUSTOMER agrees to pay GTA the rates and charges set forth in the Schedules within thirty (30) days of invoice date. Amounts not paid within thirty (30) days after the date of invoice shall be considered past due and subject to collection action by GTA.
4. **Rates and Charges.** For the Services set forth in each Schedule, CUSTOMER shall pay the applicable rates and receive the applicable discounts, if any. The rates and charges set forth in each Schedule shall remain fixed for the Term.
5. **Termination.**
  - a. Each party has the right to discontinue Services and/or terminate this Agreement for Cause. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
  - b. GTA may suspend Services immediately and without notice to CUSTOMER if the suspension of Services is necessary to prevent or protect against fraud or otherwise protect GTA's or the State's personnel, facilities or services.
  - c. GTA may suspend Services with three (3) business days written notice to CUSTOMER if CUSTOMER either: (i) does not pay when billed for Services; or (ii) indicates to GTA that it does not intend to pay for Services.
  - d. Notwithstanding any suspension, termination or expiration of this Agreement, CUSTOMER will remain liable for any applicable charges incurred prior to such suspension, termination or expiration.
6. **Disclaimer Of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY GTA SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. GTA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

7. **Assignment.** Neither party shall have the right to assign and transfer all or any portion of their respective interests in this Agreement without the prior written consent of the other; provided, however, that both parties acknowledge that GTA is a Georgia governmental entity subject to the authority of the Georgia General Assembly and agree that any interest, right or obligation GTA has pursuant to this Agreement shall automatically pass to any successor in interest governmental unit established by the Georgia General Assembly without requiring any further action by either party. Neither party may pledge or assign the revenues from this Agreement for the repayment of any bond or other obligation.
8. **Notices.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

GTA	CUSTOMER
Georgia Technology Authority	
47 Trinity Avenue	
Atlanta, GA 30334	
404-463-2300	
Attn: Office of Data Sales	
With a copy to Office of General Counsel	

9. **Waiver and Severability.** The waiver by either party of any breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the parties.
10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.
11. **Entire Agreement.** This Agreement, including all Schedules and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**GEORGIA TECHNOLOGY AUTHORITY**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A - SERVICES, RATES & CHARGES**

**Rate:** \$15 per transaction