

MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT is entered into on _____, 2019 ("Effective Date"), by and between PRONTO CONSULTING, LLC, a Georgia limited liability company with offices at 106 Colony Park Drive, Suite 700, Cumming, Georgia 30040, and Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601 ("Customer").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, the Schedules hereto (including Schedule A setting forth the Platform Component Subscription for Pronto Software as a Service and price therefor being purchased by Customer from Pronto Consulting, LLC under this Agreement), and such other documents, attachments, addenda, and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time as being a part of this Agreement.

"Content" means the information, documents, software, products, and services contained or made available to Customer in the course of using the Platform.

"Customer's Data" means all electronic data or information submitted by Customer or Customer's Users to the Platform.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"OEM Products" means online, Web-accessible applications and offline software products ordered, if any, by Customer under an addendum executed by both parties added to Schedule A that are owned by third parties and are to be provided to Customer by PRONTO CONSULTING, LLC on a pass-through or OEM basis.

"Platform" means the online, Web-accessible applications and platform, OEM Products, and Content for probation tracking and monitoring of probationer compliance and status provided by PRONTO CONSULTING, LLC via the internet and/or other designated websites as described in the User Guide, that are ordered by Customer under Schedule A, including associated offline components but excluding Third-Party Applications.

"Schedule A" means the ordering document for purchases hereunder, including addenda thereto that are entered into between Customer and PRONTO CONSULTING, LLC from time to time. Schedule A, and each addenda thereto, shall be deemed incorporated herein by reference.

"Subscription Term" means the period of time from the start date to the end date specified in Schedule A for each subscription purchased thereunder. Each renewal of a subscription, whether automatic or in writing, shall constitute a new Subscription Term for that subscription.

"Third-Party Applications" means online, Web- accessible applications and offline software products that are provided to Customer by third parties and that interoperate with the Platform.

"User Guide" means the online user guide for the Platform, accessible via the Platform, as updated from time to time.

"Users" means individuals who are authorized to use the Platform, for whom subscriptions to the Platform have been purchased under this Agreement, who are located in the United States or its territories, and who have been supplied user identifications and passwords by Customer (or by PRONTO CONSULTING, LLC at Customer's request for use of the Platform). Each User must be an employee of Customer and may not be any other person or entity without the prior express written consent of PRONTO CONSULTING, LLC. "Admin Users" are a particular type of User, with administrative rights to use the Platform.

2. PLATFORM

2.1. Provision of Platform. Subject to Customer's compliance with this Agreement and timely payment of all applicable fees due under this Agreement, PRONTO CONSULTING, LLC shall make the Platform available to Customer pursuant to this Agreement and Schedule A during each Subscription Term for Customer's use in the United States and its territories in conformance with this Agreement. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by PRONTO CONSULTING, LLC regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in Schedule A, (a) the Platform is provided through User subscriptions and may be accessed by no more than the number of Users specified in Schedule A, (b) additional User subscriptions may be purchased under an addendum to Schedule A during the Subscription Term at the pricing as defined in such addendum, prorated for the remainder of the Subscription Term in effect at the time the additional User subscriptions are added, and (c) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Platform.

2.3 Customer's Affiliates. Customer's Affiliates, located in the United States and its territories, may utilize the Platform and User subscriptions, subject to the terms of this Agreement. Customer, however, shall remain responsible for such Affiliates' compliance with the terms of this Agreement and warrants that Customer has the authority to bind its Affiliates to the terms of this Agreement.

3. USE OF THE PLATFORM

3.1 PRONTO CONSULTING, LLC's Responsibilities.

3.1.1. PRONTO CONSULTING, LLC shall: (a) provide to Customer basic support for the Platform as defined below in Section 3.1.2 (“Support”); (b) use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PRONTO CONSULTING, LLC shall give at least five (5) business days notice via the Platform or PRONTO CONSULTING, LLC’s current support policy, as described in Schedule B, and which PRONTO CONSULTING, LLC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 3:00 a.m. Eastern time Monday) and (ii) any unavailability caused by circumstances beyond PRONTO CONSULTING, LLC’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 PRONTO CONSULTING, LLC’s employees), or Internet service provider failures or delays; and (c) provide the Platform only in accordance with applicable laws and government regulations.

3.1.2 PRONTO CONSULTING, LLC shall provide to Customer’s Admin Users the level of Support specified in this Agreement. PRONTO CONSULTING, LLC will provide such Support under PRONTO CONSULTING, LLC’s customer support policies for the Platform in effect generally for Pronto Consulting, LLC’s purchasers of the Platform as applicable at the time the Support services are rendered. The current version of the Support policy for the Platform can be found in the Platform on the Support tab. The customer support policy for the Platform, incorporated in this Agreement, is subject to change at PRONTO CONSULTING, LLC’s discretion upon thirty (30) days prior written notice to Customer. However, PRONTO CONSULTING, LLC will not materially reduce the level of Support provided for the Platform during a Subscription Term for which subscription fees specified in Schedule A are payable under this Agreement.

3.2. Customer’s Responsibilities. Customer shall (a) be responsible for Users’ compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer’s Data and of the means by which Customer acquired and uses Customer’s Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PRONTO CONSULTING, LLC promptly of any such unauthorized access or use, and (d) use the Platform only in accordance with the User Guide and applicable laws and government regulations. Customer shall not knowingly (i) make the Platform available to anyone other than Users, (ii) sell, resell, rent, or lease the Platform, (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or data protection rights, (iv) use the Platform to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein, or (vi) attempt to gain unauthorized access to the Platform or its related systems or networks.

3.3 Acceptable Use. Customer acknowledge and agree that PRONTO CONSULTING, LLC does not monitor or police the content of communications or data of Customer or Customer’s Users uploaded in or transmitted through the Platform, and that PRONTO CONSULTING, LLC shall not be responsible for the content of any such communications or transmissions. Customer shall use the Platform exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to knowingly load into the Platform any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy, publicity, or data protection; or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing unfair competition).

PRONTO CONSULTING, LLC reserves the right to delete, move, or edit any of Customer's Data that PRONTO CONSULTING, LLC may determine, in PRONTO CONSULTING, LLC's sole but reasonable discretion, violates this Agreement.

3.4. Usage Limitations. The Platform may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls Customer is permitted to make against PRONTO CONSULTING, LLC's application programming interface. Any such limitations are specified in the User Guide and are applicable generally to subscribers of the Platform.

4. THIRD-PARTY PROVIDERS AND OEM PRODUCTS

4.1. Acquisition of Third-Party Products and Services. Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization, and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. PRONTO CONSULTING, LLC does not warrant or support third-party products or services, whether or not they are designated by PRONTO CONSULTING, LLC as "certified" or otherwise, except as specified in Schedule A. No purchase of third-party products or services is required to use the Platform.

4.2. Third-Party Applications and Customer's Data. If Customer installs or enables third-party components, whether Third-Party Applications or OEM Products, for use with the Platform, Customer acknowledges that PRONTO CONSULTING, LLC may allow providers of those products to access Customer's Data, to the extent not prohibited by applicable law, rule, or regulation, as required for the interoperation of such products with the Platform. PRONTO CONSULTING, LLC shall not be responsible for any disclosure, modification, or deletion of Customer's Data resulting from any such access by Third-Party Application providers or OEM Product providers.

4.3. OEM Products. Customer acknowledges that the OEM Products are proprietary products and materials of PRONTO CONSULTING, LLC's suppliers as identified in Schedule A, which are obtained under a license from such suppliers. Customer's use of any OEM Products shall be subject to, and Customer shall (a) comply with this Agreement and any applicable license agreement for OEM Products that is attached as an exhibit to this Agreement or otherwise provided to Customer in conjunction with an OEM Product ("OEM License"), (b) only use the OEM Products in conjunction with the Platform, (c) have no broader use rights with respect to the OEM Products than Customer has to the Platform in the form provided by PRONTO CONSULTING, LLC and as described in the User Guide, and (d) only have such rights to OEM Products for the applicable Subscription Term(s). In the event of a conflict between an OEM License and this Agreement, the terms of the OEM License shall prevail with respect to the applicable OEM Product. Notwithstanding anything herein to the contrary, PRONTO CONSULTING, LLC makes no warranty with respect to any OEM Products provided under this Agreement. Customer's sole remedy with respect to such OEM Products shall be pursuant to the original licensor's warranty, if any, to Customer, to the extent permitted by the original licensor or to Pronto Consulting, LLC which licensor's warranty it assigns to Customer. PRONTO CONSULTING, LLC may add and/or substitute equivalent product or service for any OEM Products in the event of unavailability or changes of Platform requirements.

5. FEES AND PAYMENT

5.1. User Fees. Customer shall pay all fees specified in Schedule A. Except as otherwise specified herein or in Schedule A, (a) fees are quoted and payable in United States dollars, (b) fees are based on subscriptions purchased and not actual usage, (c) payment obligations otherwise due under this Agreement are non-cancelable and fees paid otherwise due under this Agreement are non-refundable, and (d) the subscriptions purchased cannot be decreased during the relevant Subscription Term.

5.2. Invoicing and Payment. PRONTO CONSULTING, LLC will invoice Customer in advance and otherwise in accordance with Schedule A. Unless otherwise stated in Schedule A, invoiced charges are due net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with PRONTO CONSULTING, LLC.

5.3. Overdue Charges. If any charges otherwise due under this Agreement are not received by PRONTO CONSULTING, LLC from Customer within thirty (30) days after the due date therefor, then at PRONTO CONSULTING, LLC's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) PRONTO CONSULTING, LLC may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by Customer under this agreement for PRONTO CONSULTING, LLC's services is sixty (60) or more days overdue, PRONTO CONSULTING, LLC may, without limiting PRONTO CONSULTING, LLC's other rights and remedies, upon prior written notice to Customer suspend all access to the Platform until such amounts are paid in full.

5.5. Payment Disputes. PRONTO CONSULTING, LLC shall not exercise PRONTO CONSULTING, LLC's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and Customer and Pronto Consulting, LLC are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, PRONTO CONSULTING, LLC's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If PRONTO CONSULTING, LLC has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides PRONTO CONSULTING, LLC with a valid tax exemption certificate authorized by the appropriate taxing authority. Provided, however, and for clarity, PRONTO CONSULTING, LLC is solely responsible for taxes assessable against PRONTO CONSULTING, LLC based on PRONTO CONSULTING, LLC's income, property, and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder to Customer, PRONTO CONSULTING, LLC, and PRONTO CONSULTING, LLC's licensors, reserve all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer

hereunder other than as expressly set forth herein.

6.2. Restrictions. Customer shall not knowingly (a) permit any third party to access the Platform except as permitted herein or in Schedule A, (b) create derivative works based on the Platform, (c) copy, frame, or mirror any part or content of the Platform, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (d) reverse engineer the Platform, or (e) access the Platform in order to (i) build a competitive product or service or (ii) copy any features, function, or graphics of the Platform.

6.3. Ownership of Customer's Data. As between PRONTO CONSULTING, LLC and Customer, Customer exclusively owns all rights, title, and interest in and to Customer's Data. Customer grants PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's contractors a limited, personal, transferable, non-exclusive license to use Customer's Data, to the extent permitted by applicable law, rules, and regulations, for the sole purpose, and solely as required, to provide the Platform, including reports, analytics, and other summary data, to Customer and other subscribers to the Platform (provided, however, that no personally identifiable information of Customer's customers will be shared by PRONTO CONSULTING, LLC with any party other than Customer, Customer's Affiliates and Users). Customer represents and warrants that it has obtained and will maintain all consents required by applicable law, rules and regulations necessary for the storage, transmission, and use of Customer's Data as described in this Agreement.

6.4. Enhancement Requests. PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's licensors shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any enhancement requests provided by Customer, including Users, relating to the operation of the Platform.

6.5. [Intentionally Left Blank]

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's Data; PRONTO CONSULTING, LLC's Confidential Information shall include the Platform, the User Guide, and the terms and conditions of this Agreement and Schedule A; and Confidential Information of each party shall include its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party to the other. However, Confidential Information (other than Customer's Data) shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement.

7.3. Protection of Customer's Data. Without limiting the above, PRONTO CONSULTING, LLC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Data. Except as otherwise expressly provided in this Agreement, PRONTO CONSULTING, LLC shall not (a) modify Customer's Data, (b) disclose Customer's Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c) access Customer's Data except to provide the Platform, to exercise the rights under Section 6.3 (Ownership of Customer's Data), or to prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. PRONTO CONSULTING, LLC's Warranties. Except as specified in Section 8.4, PRONTO CONSULTING, LLC warrants that the Platform shall perform materially in accordance with the User Guide and the functionality of the Platform will not be materially decreased during a Subscription Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that (a) it has the legal power to enter into this Agreement and (b) it will not knowingly transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY AND THEIR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Customer acknowledges that

PRONTO CONSULTING, LLC does not control the transfer of data over telecommunications facilities, including the internet. PRONTO CONSULTING, LLC does not warrant secure operation of the Platform or that PRONTO CONSULTING, LLC will be able to prevent third-party disruptions of the Platform. Customer acknowledges further that the Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRONTO CONSULTING, LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

8.4 OEM Products. Warranties applying to the OEM Products, if any, are made solely by the third-party owner of such OEM Product and are limited to those offered by the applicable third-party owner of the OEM Product to Customer in the applicable OEM License, if any. PRONTO CONSULTING, LLC MAKES NO WARRANTIES WITH RESPECT TO SUCH PRODUCTS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by PRONTO CONSULTING, LLC. PRONTO CONSULTING, LLC shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Platform as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party or violates applicable law (for purposes of this Section 9.1, "Claim against Customer"), and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim against Customer that is specifically attributable to such Claim against Customer, or those costs and damages agreed to in a monetary settlement of such Claim against Customer; provided, that Customer (a) promptly gives PRONTO CONSULTING, LLC written notice of the Claim against Customer; (b) gives PRONTO CONSULTING, LLC sole control of the defense and settlement of the Claim against Customer (provided that PRONTO CONSULTING, LLC may not settle any Claim against Customer unless the settlement unconditionally releases Customer of all liability for the Claim against Customer); and (c) provides to PRONTO CONSULTING, LLC all reasonable assistance, at PRONTO CONSULTING, LLC's expense. Without limiting the foregoing, if the Platform becomes, or in PRONTO CONSULTING, LLC's opinion is likely to become, the subject of a Claim against Customer, PRONTO CONSULTING, LLC may, at PRONTO CONSULTING, LLC's option and expense, either (x) procure for Customer the right to continue lawfully using the allegedly infringing or misappropriated materials without any material loss or change in functionality; (y) replace or modify the same so that they become non-infringing without any material loss or change in functionality; or (z) terminate Customer's right to use all or part of the Platform and give Customer a refund or credit (at PRONTO CONSULTING, LLC's discretion) for the fees actually paid by Customer to PRONTO CONSULTING, LLC for the prior twelve-month period for the relevant subscriptions as of the date of termination, less a reasonable allowance for the period of time Customer actually used the Platform. Notwithstanding the foregoing, PRONTO CONSULTING, LLC will have no obligation of defense or indemnification or otherwise to the extent any claim or demand is based upon (1) any use of the Platform not in accordance with this Agreement and the User Guide; (2) an OEM Product or a Third-Party Application, (3) any modification of the Platform made by or content provided by Customer without PRONTO CONSULTING, LLC's prior written consent; (4) Customer's continued allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

9.2. Indemnification by Customer. Customer shall defend PRONTO CONSULTING, LLC against any claim,

demand, suit, or proceeding made or brought against PRONTO CONSULTING, LLC by a third party alleging (a) that Customer's Data, or Customer's use of the Platform in violation of this Agreement, infringes or misappropriates the US intellectual property rights of a third party or violates applicable law or (b) a claim arising from the breach by Customer, Customer's Affiliates, or Users of the Acceptable Use Policy as described in Section 3.3 of this Agreement, (collectively and individually for the purposes of this Section 9.2, "Claim against PRONTO CONSULTING, LLC") and shall indemnify PRONTO CONSULTING, LLC for any damages finally awarded against, and for reasonable attorney's fees incurred by, PRONTO CONSULTING, LLC in connection with any such Claim against PRONTO CONSULTING, LLC that are specifically attributable to such Claim against PRONTO CONSULTING, LLC, or those costs and damages agreed to in a monetary settlement of such Claim against PRONTO CONSULTING, LLC; provided, that PRONTO CONSULTING, LLC (a) promptly gives Customer written notice of the Claim against PRONTO CONSULTING, LLC; (b) gives Customer sole control of the defense and settlement of the Claim against PRONTO CONSULTING, LLC (provided that Customer may not settle any Claim against PRONTO CONSULTING, LLC unless the settlement unconditionally releases PRONTO CONSULTING, LLC of all liability for the Claim against PRONTO CONSULTING, LLC); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, or misappropriation.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ONE TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR THEIR LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, DATA, OR USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PLATFORM, OEM PRODUCTS, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAME OR FOR ANY CONTENT, OR ANY INTERRUPTION IN SERVICE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2. Term of Subscriptions. Subscriptions purchased by Customer commence on the start date specified in Schedule A and continue for the Subscription Term specified therein. Except as otherwise specified in Schedule A, all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), provided, however, either party may terminate this Agreement and Subscriptions for convenience upon thirty (30) prior written notice to the other party.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, PRONTO CONSULTING, LLC shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination for cause by PRONTO CONSULTING, LLC, Customer shall pay any unpaid fees covering the Subscription Term through the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees otherwise payable under this Agreement to PRONTO CONSULTING, LLC for the period prior to the effective date of termination.

11.5. Return of Customer's Data. Upon request by Customer made within sixty (60) days after the effective date of termination of this Agreement, PRONTO CONSULTING, LLC will make available to Customer for download a file of Customer's Data in comma separated value (.csv) or Microsoft Excel (.xls) format along with attachments in their native format. After such 60-day period, PRONTO CONSULTING, LLC shall have no obligation to maintain or provide any of Customer's Data and shall thereafter, unless legally prohibited, delete all of Customer's Data in PRONTO CONSULTING, LLC's systems or otherwise in PRONTO CONSULTING, LLC's possession or under PRONTO CONSULTING, LLC's control (subject to the ongoing rights under Section 6).

11.6. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.1 (Pronto Consulting, LLC's Warranties), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Customer's Data), and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States in providing and using the Platform. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (b) Customer shall not knowingly permit Users to access or use the Platform in violation of any U.S. export embargo, prohibition, or restriction.

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the

parties.

12.3. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the foregoing, the parties acknowledge that OEM Product providers may be direct and intended third-party beneficiaries of this Agreement and may be entitled to enforce it directly against either party to the extent this Agreement relates to OEM Products, if any.

12.4. Notices. All notices required to be given under the terms of this Agreement must be in writing, postage or shipping charges prepaid, sent by both U.S. Postal Service regular mail and either certified mail return receipt requested, U.S. Postal Service Express Mail, UPS, or Federal Express, to the individuals and addresses specified below. Notices are effective upon receipt.

TO Customer:

Lowndes County Board of Commissioners
327 N. Ashley Street
3rd Floor
Valdosta, Georgia 31601
Attn: County Manager

TO PRONTO CONSULTING, LLC:

Pronto Consulting, LLC
106 Colony Park Drive
Suite 700
Cumming, Georgia 30040
ATTN: Legal

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7. Assignment. A party may not assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including, without limitation, the rights granted hereunder) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to an Affiliate or third party, in each case only if such Affiliate or third

party is not a direct competitor of PRONTO CONSULTING, LLC. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

12.8. Applicable Law and Venue. The validity, interpretation, and construction of this Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to the exclusive jurisdiction and venue of the state and federal courts sitting in Lowndes County, Georgia for any dispute arising from or relating to this Agreement.

12.9. [Intentionally Left Blank]

12.10. [Intentionally Left Blank]

12.11. Entire Agreement. This Agreement, including all Schedules (including Schedule A), exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by an authorized representative of the party against whom the modification, amendment, or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Schedules (including Schedule A), exhibit or addendum hereto, the terms of such Schedules (including Schedule A), exhibit, and addendum, shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding the Schedules to this Agreement) shall be incorporated into or form any part of this Agreement unless signed by an authorized representative of both parties, and all such terms or conditions shall be null and void.

12.12. Georgia Law Addendum. Attached hereto as Schedule D is an Addendum that is an integral part of this Master Subscription Agreement.

The parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory named below is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Lowndes County Georgia Board of Commissioners

Pronto Consulting, LLC

By: _____

By: _____

Name: Bill Slaughter

Name: Steve Page

Title: Chairman of Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: _____

Date: _____

SCHEDULE A

**MASTER SUBSCRIPTION AGREEMENT BETWEEN PRONTO CONSULTING, LLC
AND LOWNDES COUNTY, GEORGIA**

PLATFORM COMPONENT SUBSCRIPTION	MONTHLY FEE (YEAR 1 <u>TERM</u>)	START DATE (YEAR 1)	ENDDATE(YEAR 1)
------------------------------------	-----------------------------------	------------------------	--------------------

Pronto Software as a Service for
probation tracking and monitoring
of probationer compliance and
status (SAAS) for (15) Users and one
(1) Administrative User.

***\$1,056.00**

~~1, 2019~~ August
1, 2019]

~~July 31,~~
2020]

****\$1320.00**

Discounted monthly amount:

\$1,056

** Monthly fee amount of

\$1320.00 if discounted fee not paid
by the 10th day of the Month.

* Due Date: first of every month

Discount: 20% if paid by due date
of the 10th day of the month

Terms: discount removed after ~~any~~
~~second~~ delinquent payments (~~5~~10-
day grace period)

Discounted monthly amount:

\$1,056

One time set-up fee of \$3,500.00 due
upon signing of agreement.

** Monthly fee amount of

\$1320.00 if not paid by the due

date: Payment is considered

delinquent if not paid by the 5th of
the Month.

***\$3,500.00 due upon signing of

agreement.

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: _____

By: _____

Name: Bill Slaughter

Name: Steve Page

Title: Chairman of Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: _____

Date: _____

SCHEDULE B PRONTO SOFTWARE SUPPORT POLICY

Purpose

Pronto Consulting ("We", "Us", or "Our") customer support services are provided to ensure Our customer ("You" or "Your") receive valuable support to address issues in a timely fashion, manage upgrades and test environments, and receive efficient help to run the **PRONTO** online, Web-accessible application and platform We provide to You under an order form ("Platform").

When You Can Obtain Support

Support will be provided to help Your designated administrators for the Platform ("Admin Users") address Errors.

An "Error" means any verifiable and reproducible failure of the Platform to substantially conform to the specifications set forth in the product manual for the Platform, as updated from time to time, available with the Platform ("User Guide"). The term "Error" does not include any such failure that is caused by: (a) the use or operation of the Platform with any other software or programming languages or in an environment other than that intended or recommended by Us; (b) modifications to the Platform not made by Us; and/or (c) any bug, defect or error in software used with the Platform or any other failure of such software to conform to its specifications not caused by Us.

How You Can Obtain Support

To report an Error, Your Admin User should submit a support request by email to help@prontocmssoftware.com completion, by telephone to 470-839-8600 TBD, needs completion, or through the "Help" tab within the Platform. Your Admin User should include information regarding the issue in the request, such as:

- What steps resulted in the issue;
- What is the current result;
- Which user experienced the challenge;
- What was the expected result; and
- Any screen shots or files that demonstrate the issue.

To Whom Support Is Available

We provide online, email, and telephone consultation to Your Admin Users, the names of whom You have provided to Us in writing, regarding Errors. You are entitled to the number of Admin Users specified in Your order form Schedule A to the Agreement with Us. New and reactivated Admin User names and contact information can be submitted by contacting Your designated Account Manager and/or by email to help@prontocmssoftware.com needs completion, by telephone to 470-839-8600 TBD, needs completion, or through the "Help" tab within the Platform.

When Support Is Available

Regular online, email, and telephone support is provided Monday through Friday, 8 a.m. to 8 p.m. (U.S. Eastern Time), excluding holidays scheduled by Us, subject to modification by Us in Our reasonable discretion. We will provide online, email, and telephone support for all Errors.

Our Obligations

We shall respond to any Error Report and shall use commercially reasonable efforts to (i) provide support and consultation to help Your Admin User resolve the Error and (ii) if necessary, provide a patch, fix, or workaround to any Error within a commercially reasonable time period, given the nature of the Error. We shall provide support services in a professional manner in accordance with industry standards.

What Is Not Supported

Support services as described herein do not cover support or services for any failure or defect in the Platform that does not constitute an Error as defined above. Furthermore, We have no obligation to perform maintenance or services with respect to any hardware or software that is not part of the Platform provided by Us. We shall have no obligation to provide any support services to any person other than an Admin User.

What Updates and Upgrades Will Be Provided

During the term of your subscription to the Platform, We shall make available to You any releases of the Platform that correct any defects, error, or bugs or that incorporate minor enhancements to the functionality ("Updates") and any releases of the Platform that incorporate significant additional or improved features, functionality, or capability ("Upgrades"), at no additional charge, at the time We make such Updates and Upgrades generally available to Our customers then-covered by support and using the same edition of the Platform. We will install the Updates and

**SCHEDULE B
PRONTO SOFTWARE
SUPPORT POLICY**

Upgrades, but We will use commercially reasonable efforts to install Upgrades during Your requested window, if any.

**SCHEDULE B
PRONTO SOFTWARE
SUPPORT POLICY**

Release documentation is provided at no charge to You. If You request additional support and/or training related to any Update or Upgrade, You agree to pay fees and reasonable travel and related expenses incurred by Us during such training. Updates and Upgrades do not include new products, suites, or modules that are priced and licensed separately from the existing offering for which You have a contract with Us.

What Versions Are Supported

We shall provide support services for the current released major version and preceding major version of the Platform, including all Updates for those versions. You must upgrade to the most current major version of the Platform within one year of the date of its release.

Planned Maintenance

We maintain Our infrastructure every Friday evening from 7:00 PM Central to 11:00 PM Eastern. During this period, Your access to the Platform could be unavailable for approximately 20-30 minutes once per month. We will do Our best to schedule all other activities, such as system refreshes and upgrades, with You in advance.

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: _____

By: _____

Name: Bill Slaughter

Name: Steve Page

Title: Chairman Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: _____

Date: _____

SCHEDULE C

PROFESSIONAL SERVICES AGREEMENT BETWEEN PRONTO CONSULTING, LLC
AND LOWNDES COUNTY BOARD OF COMMISSIONERS
STATEMENT OF WORK

DELIVERABLE:

Initial Implementation and configuration of Pronto Online Software as a Service for probation tracking and monitoring of probationer compliance and status (SAAS) for (15) users including up to (32) hours of training of one (1) client admin user at agreed upon location and/or remote training applications.

DESCRIPTION:

The creation and initial configuration of the client Pronto database, the creation of user accounts and assigning of any rights and roles to those users, and the basic software and network configuration and preparation for software use. We will also provide at no additional cost up to (32) hours of training for one (1) client admin user on site at an agreed-upon location User's offices in Valdosta, GA (at least 8 hours of training) and via an online meeting/training platform such as WebEx.

BILLABLE TIME: N/A for Initial implementation

HOURLY RATE: N/A for Initial Implementation

\$110.00 per hour is our current hourly rate for additional professional services as agreed upon in a separate executed statement of work.

TOTAL ESTIMATED COST: \$3,500.00 DUE IN FULL UPON SIGNING OF AGREEMENT

SPECIAL CONDITIONS: None

ESTIMATED DELIVERY DATE: August 1, 2019 ~~2020~~ Project completion

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: _____

By: _____

Name: Bill Slaughter

Name: Steve Page

Title: Chairman Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: _____

Date: _____

SCHEDULE D

**ADDENDUM TO PRONTO CONSULTING, LLC MASTER SUBSCRIPTION AGREEMENT
WITH LOWNDES COUNTY BOARD OF COMMISSIONERS**

The following provisions are added to and made a part of the Master Subscription Agreement (the "Master Subscription Agreement") between Pronto Consulting, LLC ("Pronto Consulting") and the Lowndes County Board of Commissioners ("Customer")

1. Compliance with Georgia Open Records/Meetings Acts (O.C.G.A. Sections 50-14-1 et seq. and Sections 50-18-70 et seq.). Notwithstanding anything in the Master Subscription Agreement to the contrary (including without limitation its Section 7 (Confidentiality)), PRONTO CONSULTING and Customer acknowledge and agree that the Georgia Open Records/Meetings Acts shall apply to all documents, Master Subscription Agreement, records, and other written materials, information and items, and certain meetings of Customer, to which the Open Records/Meetings Acts are applicable, and that Customer may comply with any and all such disclosures and requirements as set forth in the Open Records/Meetings Acts.
2. Georgia Illegal Immigration Reform and Enforcement Act; Official Code of Georgia Section 13-10-90 et seq. The attached Schedule E, "Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act of 2011," is an integral part of this Master Subscription Agreement, and the terms and conditions of which shall be performed and carried out by Pronto Consulting and Customer as its terms provide.
3. Time is the essence of this Master Subscription Agreement.
4. Should any provision of this Schedule D conflict or be inconsistent with the remaining provisions of the Master Subscription Agreement (including without limitation its exhibits, addendum, and other Schedules), then the provisions of this Schedule D shall control.
5. This Master Subscription Agreement shall not be effective unless and until executed by an authorized representative of each party.

PRONTO CONSULTING, LLC

**LOWNDES COUNTY BOARD OF
COMMISSIONERS**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Schedule E

**CONTRACT ADDENDUM
GEORGIA ILLEGAL IMMIGRATION
REFORM AND ENFORCEMENT ACT**

This Addendum, entered into as of the ____ day of _____, 2019, is an addendum to that certain contract entitled Master Subscription Agreement, and dated _____, 2019 (the "Contract") between the Lowndes County Board of Commissioners ("Lowndes County") and Pronto Consulting, LLC (the "Contractor") (Lowndes County and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid with respect to the Contract, the Parties hereby agree as follows:

A. This Addendum is an integral part of the Contract and in the event of any conflict or inconsistency with the Contract (including any and all other amendments, addendums, schedules, exhibits, or other parts or provisions thereof) this Addendum shall control. The Contract, as supplemented by this Addendum, remains in full force and effect in all other respects.

B. Pursuant to the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act"), the Contractor understands and agrees that compliance with the requirements of the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), each as amended, are conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by the Act and the rules and regulations thereunder, or a substantially similar contractor affidavit (the "Contractor Affidavit"). The fully executed Contractor Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors (including any contract employee or staffing agency) in connection with the Contract, the Contractor shall:

1. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules), each as amended, by causing each such subcontractor to execute the subcontractor affidavit required by the Act and the rules and regulations thereunder, the form of which is attached as Attachment II and incorporated by reference herein, or a substantially similar subcontractor affidavit (the "Subcontractor Affidavit"). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor.
2. Require any employee, contractor, or subcontractor of Contractor or any subcontractors with respect to the Contract to also satisfy the requirements of this Contract Addendum.

D. Upon contracting with a new subcontractor for purposes of or related to Contractor's duties and obligations under the Contract, Contractor or any applicable subcontractors shall, as a condition of any such

contract or subcontract entered into for purposes of or related to Contractor's duties and obligations under the Contract, provide Lowndes County with written notice of the identity of any and all such subsequent subcontractors hired or contracted by Contractor or any applicable subcontractors. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an executed affidavit from each subsequent contractor in a form substantially similar to the attached Subcontractor Affidavit. Said Subcontractor Affidavit shall attest to the subcontractor's name and address, E-Verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

E. Any affidavit executed pursuant to this Contract Addendum and the Act shall be considered an open public record under O.C.G.A. § 50-18-70 et seq.; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 of O.C.G.A shall be redacted. Lowndes County shall maintain any affidavits executed pursuant to this Contract Addendum for five years from the date of receipt. The Contractor shall maintain records of each subcontractor affidavit required hereunder for inspection at any time by the State of Georgia or Lowndes County.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Addendum to be executed as a sealed instrument through their duly authorized officers or representatives as of the date set forth above.

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: _____ [SEAL]
Bill Slaughter, Chairman

Attest: _____
Paige Dukes, Lowndes County Clerk

PRONTO CONSULTING, LLC

By: _____ [SEAL]

Attest: _____

Attachment I

**STATE OF GEORGIA
LOWNDES COUNTY**

CONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Contractor hereunder which is so contracting with and/or performing physical services and/or labor for the Lowndes County Board of Commissioners ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the term of the sale to, project for, and/or Contract with Lowndes County, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with Contractor's sale to, project for, and/or Contract with Lowndes County for which this Affidavit is given, then the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the Subcontractor Affidavit required by the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Subcontractor Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

Contractor's E-verify/Federal Work Authorization
Program User Identification Number

Probation Software Services

Name of Project

Date of Authorization

Lowndes County
Board of Commissioners

Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

BY: Authorized Officer or Agent of Contractor

Date

Pronto Consulting, LLC

Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

Suite 700, 106 Colony Park Drive

Cumming, GA 30040

Contractor's Address

Sworn to and subscribed before me

This ____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

Attachment II

STATE OF GEORGIA
LOWNDES COUNTY

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Subcontractor's contract with _____ ("Contractor") to assist with Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Subcontractor as follows:

By executing this Affidavit, the undersigned verifies the compliance of the Subcontractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Subcontractor hereunder has registered with, is authorized to use, is using, and will continue to use throughout its contract period with the Contractor, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

Subcontractor's E-verify/Federal Work Authorization
Program User Identification Number

Probation Software Services
Name of Project

Date of Authorization

Contractor Hiring Subcontractor

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE SUBCONTRACTOR.

BY: Authorized Officer or Agent of Subcontractor

Date

Subcontractor's Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

Subcontractor's Address

Sworn to and subscribed before me
This ____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.