NON-GOVERNMENTAL LICENSING AGREEMENT
TO ACCESS DATA EXTRACTS

This **Non-Governmental Licensing Agreement to Access Data Extracts** ("Agreement") is entered into on the date set forth below between the North Carolina Administrative Office of the Courts ("the NCAOC") and <<Licensee>> ("the LICENSEE"), a <<State of Incorporation>> <<Type of Legal Entity>>, (individually referred to as "the Party" and jointly referred to as the "Parties"). This Agreement is effective as of the date of the last signature hereon ("the Effective Date").

The LICENSEE's address is <<addr1>>, <<addr2>>, <<City>>, <<State>> <<Zip>>. The LICENSEE's federal tax identification number is <<TaxID>>.

WHEREAS, the North Carolina trial courts shall be undergoing a digital transformation and moving towards a paperless environment with the implementation of a new integrated case management system hosted in a cloud environment, referred to herein as the NCAOC Information System;

WHEREAS, the NCAOC Information System will be rolled out across the State of North Carolina in phases, starting with four (4) pilot counties and then adding more and more counties over the course of approximately a few years until all counties are using the NCAOC Information System and the NCAOC Legacy System is retired;

WHEREAS, during the rollout of the NCAOC Information System, some counties will remain on NCAOC's Legacy System, housed on premises at the NCAOC's data center in Raleigh, North Carolina, and other counties will use the eCourts system hosted in the cloud;

WHEREAS, the current licensing agreement for data extracts provides that "[t]he NCAOC will provide, based upon LICENSEE's request, the ACIS Calendar Offense Extract, the ACIS Daily Demographic Extract, the ACIS Historical Demographic Extract (refreshed quarterly), the ACIS New Case Extract, the VCAP Historical Evictions Extract, the VCAP Historical Tax Liens Extract, the VCAP Weekly Evictions Extract, the VCAP Weekly Tax Liens Extract, as defined in Article I of this Agreement" (collectively, the "Data Extracts") (*See* Section II.A.), but does not include LICENSEE's ability to access Data Extracts from the cloud environment;

WHEREAS, the Parties will mutually benefit from entering into this updated Agreement because it provides that the LICENSEE shall have access to RPA Cloud Data Extract(s) from the RPA Cloud, as well as Legacy Data Extract(s) from the NCAOC Legacy System, so statewide Data Extract(s) are still available to the LICENSEE as counties move to the NCAOC Information System and Data Extract(s) are transferred to the RPA Cloud;

WHEREAS, the NCAOC enters into this Agreement with the LICENSEE, pursuant to North Carolina General Statute § 7A-109(d), authorizing the NCAOC Director to enter into contracts for remote public access, including establishing the terms and conditions under which the NCAOC agrees to provide the LICENSEE electronic access to Legacy Data Extract(s) from the NCAOC Legacy System as well as RPA Cloud Data Extract(s) from the RPA Cloud;

WHEREAS, the NCAOC and the LICENSEE desire to allocate the risks and responsibilities related to LICENSEES' Data Extract(s) usage, update, and accuracy duties, as well as redisclosure to their Customers and Subscribers, as set forth in this Agreement; and

WHEREAS, it promotes the NCAOC's statutory compliance and efficiency responsibilities for the NCAOC to share public Data with the LICENSEE.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereto have mutually agreed to the terms and conditions of this Agreement as set forth below.

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ATTACHMENTS

I. DEFINITIONS

A. **Archived Records** means the records removed from or never converted into the active criminal case database.

B. **Case** means a record or group of records constituting a single, independently-filed action in the criminal or civil courts of a trial division of the General Court of Justice.

C. **Case number** means a reference number used to indicate all records common to a single case, consisting of the year of filing, case type, and sequence number unique in the county of filing for the case type, within the year of filing.

D. **Civil Historical Tax Liens Extract** means a point-in-time compilation of all active case records for the federal tax liens issue, indexed under the IRSL issue code, including all records of that type from each county.

E. **Civil Historical Evictions Extract means** a point-in-time compilation of all active case Data for summary ejectment (eviction) issues, indexed under the "SUME issue" code, including all Data of that type from each county. This Data Extract will not be available in the RPA Cloud.

F. **Civil Weekly Evictions Extract** means a Data Extract containing all new summary ejectment (eviction) cases ("SUME issues") indexed since the last iteration of the Civil Weekly Evictions Extract program's execution. This Data Extract will not be available in the RPA Cloud.

G. **Civil Weekly Tax Liens Extract** means a Data Extract of all new federal tax liens (IRSL issues) indexed since the last iteration of the Civil Weekly Tax Liens extract execution.

H. **Contact Persons** means the contact persons named in Attachment C of this Agreement and their successors.

I. **Credentials** means the user identifier(s) provided by the NCAOC and any password(s) used by the LICENSEE to access the NCAOC Legacy System or the RPA Cloud.

J. **Criminal Calendar Offense Extract** means a Recurring Data Extract of case data, containing county indicators, file numbers, and offense codes for every pending case plus defendant information (name, race, and sex, if known), citation numbers (if applicable), and pending court appearance information for each criminal case selected.

K. **Criminal Daily Demographic Extract** means a Recurring Data Extract of case numbers and the fields determined by the NCAOC to identify an individual, including data from new criminal cases entered or active cases updated since the last execution of the Criminal Daily Demographic Extract. In addition, this daily extract includes case numbers that must be deleted from the LICENSEE's database, since the cases no longer exist. The demographic extract contains only data about the defendant; it contains no data about substantive offenses charged, the nature of the criminal process, court appearance dates, or any other criminal case data.

L. **Criminal Historical Demographic Extract** means a point-in-time compilation of case numbers and data in the fields determined by the NCAOC to identify an individual within all criminal and infraction case records, including records from each county. The demographic extract contains only data about the defendant; it contains no data about

substantive offenses charged, the nature of the criminal process, court appearance dates, or any other criminal case data.

M. **Criminal New Case Extract** means a Recurring Data Extract of case data, containing county indicators, file numbers, and offense codes for newly calendared cases entered since the last iteration of the Criminal Calendar Offense Extract.

N. **Customer** means a Person that directly or indirectly purchases or acquires from a LICENSEE any Data provided pursuant to this Agreement, whether repackaged, reformulated, reformatted, or copied, whether for its own use or to provide search services to its own customers or subscribers, if said Data are transmitted in a format that contains Data elements from more than one case.

O. **Data** means criminal or civil case data used to create the Data Extract compilation.

P. **Data Extract** means a compilation of criminal or civil case data, extracted from the NCAOC Legacy System (i.e., a Legacy Data Extract) or the RPA Cloud (i.e., an RPA Cloud Data Extract) and transferred to the LICENSEE by a Transfer Method included below in Section I.II. of this Agreement.

Q. **Data Extract(s)** mean one (1) or more Data Extracts.

R. **Disaster Recovery Mode** means any incident or state of operations during which processing or Data storage for the NCAOC Legacy System, the NCAOC Information System, or the RPA Cloud is transferred from its regular operating environment to a "backup" or "hot site" for continued operation, as the result of a disaster, including, but not limited to, damage to, destruction of, or threat to any NCAOC Information System, any NCAOC Legacy System, the RPA Cloud, information technology or facilities by natural disaster, civil disorder, acts of war, terrorist acts, compromise of facility or network security, acts of God, or other event beyond the control of the NCAOC.

S. **File number** means a reference number used to indicate all records common to a single case. *See* Case number.

T. **Inaccurate data** means any data reported about a case by the LICENSEE to a Subscriber or Customer, which data do not match exactly the Data for that case as reflected in the NCAOC Legacy System or the RPA Cloud at the time the LICENSEE reports the data to its Subscriber or Customer.

U. **Judicial Branch** means the North Carolina Judicial Branch.

V. **Legacy Data Extract** means a Data Extract compiled from Data in the NCAOC Legacy System.

W. **NCAOC** means the North Carolina Administrative Office of the Courts, a state entity within the Judicial Branch.

X. **NCAOC Information System** means the integrated case management system hosted in a cloud environment that will be implemented during the eCourts initiative and will replace the NCAOC Legacy System.

Y. **NCAOC Legacy System** means the legacy application(s), ACIS and VCAP, and the mainframe environment(s) from which a Legacy Data Extract will be transferred to the LICENSEE for its use or for redisclosure to its Customers or Subscribers.

Z. **Person** means an individual or an entity, including, but not limited to, corporations, whether for profit or not for profit, partnerships, limited liability companies, or joint venturers.

AA. **Priority Users** means officials, officers, employees, agents, and contractors of the Judicial Branch, and of other State and local government agencies, including, but not limited to, law enforcement agencies that access the NCAOC Legacy System or the NCAOC Information System in order to perform their official duties.

BB. **Proprietary Information** means all Credentials, computer software, documentation, and user manuals, if any, supplied by the NCAOC to the LICENSEE pursuant to this Agreement, in addition to the types of information identified below in Sections VI.D. and VI.E. of this Agreement.

CC. **Recurring Data Extract** means any Data Extract file produced on a regularly scheduled basis.

DD. **RPA Cloud** means the Remote Public Access cloud environment from which the RPA Cloud Data Extract will be transferred to the LICENSEE for its use or for redisclosure to its Customers or Subscribers.

EE. **RPA Cloud Data Extract** means a Data Extract compiled from Data in the RPA Cloud.

FF. **Signatory** means the individual authorized to sign this Agreement on the NCAOC's or the LICENSEE's behalf for access to the Data Extract(s).

GG. **Subscriber** means any Person that acquires from the LICENSEE the results of the LICENSEE's search of any Data Extract(s) provided to the LICENSEE pursuant to this Agreement, or subsets or compilations of those Data Extract(s), or the right to conduct its own searches of those Data Extract(s) or subsets or compilations thereof.

HH. **Transfer Method** means the following secure method(s) the NCAOC will use to transfer Data Extract(s) to the LICENSEE:

- **API**: An Application Programming Interface defines interactions between multiple software intermediaries without any user involvement, including the kinds of programming calls or requests that can be made, how to make them, and the data formats that should be used. In practice, an API can use any protocols or design styles, be on- or off-line, and support XML and JSON.

- **FTPS**: File Transfer Protocol over SSL (secure sockets layer) has two security modes, implicit and explicit. Implicit SSL requires the SSL connection to be created before any data transfer can begin. With explicit SSL, the negotiation takes place between the sender and receiver to establish whether data will be encrypted or unencrypted. This means confidential data or Credentials can be set to require an encrypted connection before they will be shared. Like SFTP, the FTPS protocol can use a second factor of authentication for added security.

- **SFTP**: Secure File Transfer Protocol allows organizations to move data over a Secure Shell (SSH) data stream, providing excellent security over FTP. SFTP prevents unauthorized access to confidential data, including passwords, while data is in transit. The connection between the sender and receiver requires the user to be authenticated via a user ID and password, SSH keys, or a combination of the two.

II. THE NCAOC'S DUTIES

A. **Selected Extracts**. The NCAOC will provide, based upon the LICENSEE's request, the Criminal Calendar Offense Extract, the Criminal Daily Demographic Extract, the Criminal Historical Demographic Extract (refreshed quarterly), the Criminal New Case Extract, the Civil Historical Tax Liens Extract, the Civil Weekly Tax Liens Extract, the Civil Historical Evictions Extract, or the Civil Weekly Evictions Extract, as defined in Section I, Definitions, of this Agreement. **The Civil Historical Evictions Extract and the Civil Weekly Evictions Extract will not be available in the RPA Cloud**.

At the time of LICENSEE's request for Data Extract(s), the RPA Cloud Data Extract(s) for one or more North Carolina counties may not be available in the RPA Cloud. Data Extract(s) in the RPA Cloud will only be available for North Carolina counties that have implemented the NCAOC Information System at the time of the LICENSEE's request. Similarly, Legacy Data Extract(s) are only available for counties that have not implemented the NCAOC Information System at the time of the LICENSEE's request.

B. **User Manual**. The NCAOC will provide an inquiry user manual to the LICENSEE for the NCAOC Legacy System or the NCAOC Information System, as applicable for the Data Extract(s) provided to the LICENSEE.

C. **Documentation**. The NCAOC will provide file layout and documentation to the LICENSEE for each Data Extract provided. The LICENSEE shall only share or use the Documentation for internal, non-commercial reference for purposes of this Agreement. All Documentation shall be returned to the NCAOC when this Agreement terminates.

D. **Offense Codes**. The NCAOC will provide its most current list of offense codes to any LICENSEE provided with any Data Extract that includes "offenses" fields.

E. **Implementation Dates**. The NCAOC will provide a list of dates of implementation to the LICENSEE for the NCAOC Legacy System for each county and go-live dates for the NCAOC Information System and the RPA Cloud for each county, as applicable for the specific Data Extract(s). These dates will be provided to the LICENSEE once its setup is complete and will be communicated as they are determined by NCAOC administration.

F. **Limited Technical Support**. The NCAOC will provide limited support to the LICENSEE – not its Customers or Subscribers - for the purpose of resolving the LICENSEE's technical support problems with accessing the Data Extract(s) provided directly from the NCAOC. Additionally, the NCAOC will provide password administration assistance to the LICENSEE – not its Customers or Subscribers, as outlined in Section VII.E. of this Agreement.

G. **Support Limitations**. The NCAOC will not provide support for use and interpretation of any Data Extract(s) received by the LICENSEE, except for the documentation provided pursuant to Section II.D above.

III. LIMITS ON THE NCAOC'S DUTIES

A. **Data Limits.** The Data in each Data Extract provided pursuant to this Agreement are subject to the following limitations:

1. Data availability is based on the dates the NCAOC Legacy System or the NCAOC Information System was implemented in a particular county; those dates are provided pursuant to Section II.E. of this Agreement and will be communicated as they are determined by NCAOC administration. In some counties, the clerk of superior court has chosen to enter case Data into the NCAOC Legacy System or the NCAOC Information System from dates prior to that county's implementation of the NCAOC Legacy System or the NCAOC Information System for those counties that Data will be included in the relevant Data Extract(s).

2. The official custodian of all official court records for each county is the clerk of superior court of that county. The NCAOC <u>is not</u> the official custodian of any record provided in any Data Extract. Each Data Extract contains Data extracted by the NCAOC from NCAOC Legacy System or NCAOC Information System records as maintained by the clerks of superior court. **THE NCAOC WARRANTS THAT THE DATA IN EACH DATA EXTRACT ARE ACCURATE REFLECTIONS OF THE DATABASES FROM WHICH THEY WERE EXTRACTED, BUT DOES NOT WARRANT THE ACCURACY OF THE DATABASES THEMSELVES.**

3. Use of the Data contained in a Data Extract may not be classified as a "certified record check." A certified report of a criminal record search of a Person's record in a particular county may be obtained from the clerk of superior court of that county, upon payment of a statutory search fee. There is no statutory requirement that the clerk furnish a certified report of any other kind of record search.

4. **The NCAOC is not liable for any damages incurred by the LICENSEE resulting from the inaccuracy or incompleteness of any Data in any Data Extract or official court record, provided the Data Extract(s) of any Data matched the relevant database at the time of extraction. It is expressly understood by the Parties that it is the LICENSEE's responsibility to verify Data obtained in any Data Extract with the official data reposing at the court of record.**

5. **The NCAOC is not liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the NCAOC.**

6. **The NCAOC is not liable for any demand or claim, regardless of form of action, for any damages resulting from the access to or use by the LICENSEE of the NCAOC Legacy System, the RPA Cloud, any Transfer Method, or Data Extract(s) provided under this Agreement.**

7. **If the NCAOC is in Disaster Recovery Mode, the NCAOC is not liable for any demand or claim, regardless of form of action, for any damages arising from denial of LICENSEE's access or inability to access Data from any Transfer Method, the NCAOC Legacy System, or the RPA Cloud.**

8. **The NCAOC is not liable to the LICENSEE for any damages resulting from the LICENSEE's alteration or modification of Data supplied pursuant to this Agreement, unless the NCAOC made, directed, or required such modification or alteration.**

9. **The NCAOC is not liable to the LICENSEE or any other Person for any loss, including revenue; profits; time; goodwill; computer time; destruction, damage, or loss of Data; or any other indirect, special, or consequential damage that may arise from the LICENSEE's use, operation, or modification of the NCAOC Legacy System, the RPA Cloud, any Transfer Method, or any Data Extract.**

B. **Access Limits**. The LICENSEE's access to all Data Extract(s) provided pursuant to this Agreement is subject to the following limits:

1. The NCAOC may at any time delay, limit, or deny the LICENSEE's access to the Data Extract(s) in the event the demand on the NCAOC Information System, the NCAOC Legacy System, the RPA Cloud, or any Transfer Method resources for the LICENSEE's access would significantly impair the ability of Priority Users to perform their normal business functions.

2. Whenever the NCAOC enters Disaster Recovery Mode for the NCAOC Legacy System, the NCAOC Information System, the RPA Cloud, or any other information system impacting the NCAOC Legacy System, the NCAOC Information System, the RPA Cloud or any Transfer Method, the LICENSEE will not have access to any Transfer Method or to Data Extract(s) from the NCAOC Legacy System or the RPA Cloud.

3. The LICENSEE's access to Data Extract(s) may be suspended temporarily in the event of NCAOC Information System, NCAOC Legacy System, or RPA Cloud maintenance, any NCAOC Information System, NCAOC Legacy System, Transfer Method, or RPA Cloud outages or interruptions of service that do not require activation of Disaster Recovery Mode.

4. The NCAOC shall make reasonable efforts to provide the LICENSEE with prompt written notice of any delay, limitation, or denial of access and of its anticipated duration, and will promptly notify the LICENSEE when full access is again available.

5. **The NCAOC is not liable for any damages incurred by the LICENSEE resulting from any delay, limitation or denial of access, or inability to access, referred to in this Section III.**

C. **NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, THE NCAOC MAKES NO WARRANTY WHATSOEVER, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, TO THE LICENSEE. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, THE NCAOC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY DATA EXTRACT PROVIDED PURSUANT TO THIS AGREEMENT, OR WITH RESPECT TO THE DATA IN ANY SUCH DATA EXTRACT. THE NCAOC ALSO SPECIFICALLY DISCLAIMS ANY**

WARRANTIES, EXPRESS OR IMPLIED, FOR THE NCAOC INFORMATION SYSTEM, THE RPA CLOUD, THE NCAOC LEGACY SYSTEM, OR ANY TRANSFER METHOD AND ANY ASSOCIATED MATERIALS PROVIDED HEREUNDER, OR THAT THE DATA ACCESSED ARE ACCURATE, CORRECT, OR COMPLETE.

D. **No Assistance to the LICENSEE's Customers or Subscribers**. The NCAOC will not provide any support or assistance of any kind directly to or for the LICENSEE's Customers or Subscribers.

IV. THE LICENSEE'S PAYMENT DUTIES

A. **Fees and Fee Changes**. The LICENSEE agrees to pay all amounts due under this Agreement for access to Data Extract(s) in the NCAOC Legacy System, the RPA Cloud, or both locations, as described in "Attachment A – Data Extract Fees," which Attachment A is attached hereto and is included herein as if fully set out. Extract fees are recalculated periodically. The LICENSEE will be provided at least thirty (30) calendar days' notice before the effective date of any change in fees. Within twenty (20) calendar days after receiving Notice of the fee increase, the LICENSEE will notify the NCAOC whether the LICENSEE agrees to the increase. If the LICENSEE does not notify the NCAOC of its agreement or objection to the increase within such twenty-day period, the LICENSEE will be deemed to have accepted the increase. If the LICENSEE objects to the increase, this Agreement will terminate on the last day before the increase takes effect. Nothing in this Section will prevent either Party from terminating this Agreement in accordance with Section IX.C.

B. **Payment for Historical Data Extract Fees**. Fees for historical Data Extract(s) from the NCAOC Legacy System or the RPA Cloud are non-refundable and will be billed on a one-time basis; a refresh of the Criminal Historical Demographic Extract will be provided every three (3) months at no additional cost. Payment to the NCAOC must be received before any historical extract is made available to a new LICENSEE. Payment for any historical extract must be **by a cashier's check** made to the "North Carolina Administrative Office of the Courts" at the following address:

> North Carolina Administrative Office of the Courts
> Financial Services Division – Accounts Receivable
> Post Office Box 2448
> Raleigh, NC 27602

C. **Performance Bond**. The LICENSEE shall execute a performance bond, as described in Section V.B., and as provided on form AOC-A-204 (*Performance Bond for Licensing Agreement*), and be bound by the terms and conditions thereof.

D. **Billing and Payment for Recurring Data Extract Fees**. The LICENSEE will be billed monthly for all Recurring Data Extract(s) to be received during the upcoming month. Payment is due on receipt of the invoice. Payment for Recurring Data Extract(s) must be made to the "NC Administrative Office of the Courts," at the same address included in Section IV.B. above.

E.   **Late Fee**. If payment is not received for a historical or Recurring Data Extract within thirty (30) calendar days of the date of the invoice, a late fee, as specified in Attachment A, will be assessed to LICENSEE and will be due and payable to the NCAOC immediately upon notice from the NCAOC. All payments received from the LICENSEE will be applied first to any of LICENSEE's outstanding late fees and then to LICENSEE's past due balances on previous invoices, before applying the LICENSEE's payment to its present invoices.

F.   **Termination and Reinstatement**. If any payment due under the terms of this Agreement becomes sixty (60) calendar days in arrears, the NCAOC will immediately terminate this Agreement pursuant to Section VIII.B., and disconnect the LICENSEE's access to the NCAOC Legacy System, the RPA Cloud, or the Transfer Method(s). The LICENSEE may be permitted to reinstate this Agreement and access to the NCAOC Legacy System, the RPA Cloud, or the Transfer Method(s) hereunder, but reinstatement is within the sole discretion of the NCAOC. In addition to any other condition that the NCAOC deems appropriate, reinstatement is dependent upon the LICENSEE's payment, prior to reinstatement, of all outstanding amounts due and the reinstatement fee set forth in Attachment A. **These amounts must be paid by cashier's check.** If access is terminated pursuant to this provision for a LICENSEE that subscribes to any Recurring Data Extract(s) under this Agreement, and the LICENSEE's resulting lack of access to Recurring Data Extract(s) persists for a duration longer than the applicable Recurring Data Extract(s) are retained in the NCAOC Legacy System or the RPA Cloud accessible to the LICENSEE for access to the Data Extract(s), the LICENSEE will be required to purchase the next quarterly refresh, when it is available.

G.   **Permanent Revocation**. The NCAOC reserves the right to permanently revoke access to the LICENSEE of all Data Extract(s), if the LICENSEE's access under this Agreement is terminated for nonpayment.

V.   THE LICENSEE's UPDATE AND ACCURACY DUTIES

A.   **Update and Accuracy Duties**. The following are the LICENSEE's update and accuracy duties.

1.   The LICENSEE shall not provide Inaccurate data to its Customers or Subscribers.

2.   In compliance with its statutory duty to expunge criminal records, the LICENSEE shall update its records, in chronological order, with any Data Extract of new, updated, or deleted records from a Recurring Data Extract within twenty-four (24) hours of the updated Data Extract(s)'s availability to the LICENSEE.

3.   If the LICENSEE has a Criminal Historical Demographic Extract, the LICENSEE shall completely replace its historical extract within twenty-four (24) hours of the quarterly Data Extract's availability on the NCAOC's extract server, if the Data Extract is deemed by the NCAOC to be a "mandatory refresh." If the LICENSEE has purchased only the Criminal Daily Demographic Extract, without the historical extract, the LICENSEE shall, within twenty-four (24) hours of being notified, completely delete all daily Data Extracts, as well as all Data from these daily Data Extracts, if the Data Extracts have a date before the date of the mandatory refresh.

4. The LICENSEE shall not provide to any of its Subscribers or Customers any Data other than the Data in its most recently "updated" records.

5. If the LICENSEE has a Criminal Daily Demographic Extract, each time the LICENSEE updates its records, the LICENSEE shall purge from all of its records, in all forms, all Data related to a case record prefaced by the "delete" instruction code in the Criminal Daily Demographic Extract. The LICENSEE shall not make available any deleted record in any way or form to any Person at any time for any reason. Nothing in this provision shall prevent the LICENSEE from retaining backup copies of each file received of the Criminal Daily Demographic Extract, but such backup copies may be retained only for the purpose of LICENSEE's database restoration and shall not be made available in any form to any Person at any time for any reason. This update and accuracy duty shall survive the termination of this Agreement and shall be observed by the LICENSEE forever.

B. **Data Transfer Method of Data Extract(s)**

1. The NCAOC agrees to provide Data Extract(s) to the LICENSEE using one (1) or more of the NCAOC-provided Transfer Methods that are outlined above in Section I.HH. of this Agreement.

   Specifically, the NCAOC will utilize an FTPS site to transfer Legacy Data Extract(s) to the LICENSEE. The NCAOC will utilize a combination of two Transfer Methods, API and SFTP, to transfer RPA Cloud Data Extract(s) to the LICENSEE. The LICENSEE will utilize the API to access the RPA Cloud Data Extract file(s) and utilize SFTP to download the RPA Cloud Data Extract file(s) from the RPA Cloud.

2. The LICENSEE is granted non-exclusive, non-transferable access to the System for the sole purpose of receiving Data Extract(s) from the NCAOC as outlined in this Agreement.

3. All Transfer Methods and all Credentials issued by the NCAOC to the LICENSEE, in connection with obtaining access to all Data Extract(s), are and shall remain the exclusive property of the NCAOC or its vendor.

4. The LICENSEE shall maintain the confidentiality and security of the Transfer Method(s) and such Credentials issued to their respective employees, contractors, and vendors, including encrypting the Credentials so they are not accessible in plain text and storing the Credentials in a secure location, using access controls and authentication to solely restrict access of such Credentials to only the minimum of those who require access to the Transfer Method in furtherance of "least privilege."

5. When Credentials are updated annually, the LICENSEE shall change its issued Credentials immediately to maintain access to and use the Transfer Method(s), as applicable and delete/destroy the previous set of Credentials so they are not accessible to an unauthorized user.

6. The LICENSEE agrees to provide necessary resources to help support the purpose(s) of this Agreement. Such resource(s) shall assist in troubleshooting issues or error messages as they pertain to the Data Extract(s) accessed via the Transfer Method(s)

or as related to the file transfer process. The LICENSEE shall provide its respective resource(s) in a timely manner to achieve the LICENSEE's objectives.

C. **Liquidated Damages and Performance Bond**

1. The LICENSEE acknowledges that any **breach of its update and accuracy duties** may:

   a. cause it to provide its Subscribers and Customers with Inaccurate data, creating the potential for substantial harm to Persons whose records are affected and to others who rely on those records.

   b. cause the NCAOC to incur personnel, technology, and other costs in receiving, investigating, and responding to complaints; verifying inaccuracies and identifying their source; and enforcing the LICENSEE's compliance with its duties under this Agreement.

   c. cause the NCAOC to incur further expense in dealing with claims arising from the LICENSEE's breach.

2. The Parties agree that any damages incurred by the NCAOC as a result of any such breach are to some extent speculative and difficult to determine after the breach.

3. Therefore, in order to avoid litigation concerning the nature and extent of the damages resulting from each such breach; to provide the NCAOC with reasonable compensation for those damages; to limit the LICENSEE's exposure to an agreed amount; and to provide an incentive to the LICENSEE to perform its update and accuracy duties; for each verified breach of the LICENSEE's update and accuracy duties, the LICENSEE will pay to the NCAOC, immediately upon the NCAOC's verification of the breach, liquidated damages in the amount set forth in Attachment A.

4. To secure the payment of liquidated damages, as provided in Subsection V.C.3 above, the LICENSEE, upon the execution of this Agreement, must submit to the NCAOC a completed Form AOC-A-204 (*Performance Bond for Licensing Agreement*). A performance bond in either of the following two (2) forms must be deposited with the NCAOC as follows:

   a. A cash bond by a cashier's check in the amount specified in Attachment A under "Performance Bond," to be held by the NCAOC in a non-interest bearing account, or

   b. A corporate surety bond of the same amount, secured by at least one (1) corporate surety.

5. The LICENSEE's failure to provide the surety bond may result in immediate termination of this Agreement.

6. The LICENSEE must provide annual proof of the renewal or continued maintenance of the bond. Failure to provide such proof within seven (7) calendar days of the request or the expiration or termination of the bond is grounds for termination of this Agreement.

7. Upon notification to the LICENSEE that the NCAOC has verified a breach of the LICENSEE's update duties, as described in Section V.A., the LICENSEE shall immediately pay to the NCAOC the liquidated damages amount indicated in Attachment A to this Agreement. **Liquidated damages must be submitted by a cashier's check.** If the NCAOC has not received payment of the liquidated damages within thirty (30) calendar days of notice and demand to the LICENSEE, the NCAOC may pursue forfeiture of the LICENSEE's bond posted pursuant to this subsection, of which the enforcement costs, including, but not limited to, court costs and attorney fees, shall be borne by the LICENSEE.

8. In the event of initiation of forfeiture proceedings against the LICENSEE's bond due to breach of its duty to pay liquidated damages, the LICENSEE shall deposit with the NCAOC a new performance bond, in the amount specified in Attachment A, in order to continue access to the Data Extract(s).

9. If the LICENSEE again provides Inaccurate data or violates any of its other update and accuracy duties within two (2) years of a previous, verified occurrence, the LICENSEE's bond will be forfeited and this Agreement will immediately terminate for cause.

10. Within thirty (30) calendar days after termination of this Agreement under conditions that do not require the forfeiture of the bond, the bond will terminate and any funds deposited with the NCAOC will be refunded to the LICENSEE.

D. **Response to Complaints – Investigation, Suspension, and Termination**. The LICENSEE acknowledges and agrees that reports of errors in data provided by the LICENSEE to its Subscribers or Customers or any other failure to comply with the LICENSEE's update and accuracy duties will be subject to investigation and response by the NCAOC, as described in this subsection.

1. Upon any report or complaint that data provided directly or indirectly by the LICENSEE to any Person are inaccurate, the NCAOC will first investigate to verify the following:

    a. The LICENSEE's data referenced by the complainant are, in fact, inaccurate; and

    b. The LICENSEE receives Data from the NCAOC.

2. Upon such verification, the NCAOC will notify one of the LICENSEE's Contact Persons of the inaccuracy, as well as the LICENSEE's duty to pay liquidated damages in the amount set forth in Attachment A. These liquidated damages are due and payable, independent of the LICENSEE's corrective action, as explained in Section V.D.3 below.

3. Upon such notification, the LICENSEE shall have not more than seven (7) calendar days to correct the inaccuracy. Correction may require, in the sole discretion of the NCAOC, reapplication of the Data Extract(s), including, but not limited to, a complete erasure of the LICENSEE's Data from the NCAOC and sequential restoration of those Data from any historical and Recurring Data Extract(s) provided to the LICENSEE under this Agreement or a purchase of a new historical Data Extract.

4. When the NCAOC is satisfied that the LICENSEE's records are accurate and the data that were the source of the complaint have been corrected, the NCAOC will notify the LICENSEE's Contact Person and the complainant of the correction. Pursuant to Sections V.D.3 and V.D.4, the LICENSEE, to continue its access to the Data Extract(s), will be required to provide a new performance bond if it forfeited its initial performance bond due to breach of its duty to pay liquidated damages.

5. Upon a subsequent report or complaint that data provided by the LICENSEE to any Person are inaccurate, the NCAOC will investigate and verify the inaccuracy as provided above.

6. If the LICENSEE provides verified Inaccurate data within two (2) years of a previous, verified Inaccurate Data, this Agreement will immediately terminate for cause and will not be reinstated.

7. In order to allow the NCAOC to conduct the investigation and verification provided for in this Section, as well as conduct random security checks, the LICENSEE shall provide to the NCAOC, upon request, complete records from the LICENSEE's database(s), upon receipt from the NCAOC of a list of names or Case numbers, as part of the NCAOC's investigation or security check.

8. The NCAOC is under no obligation to notify the LICENSEE of any complaint during the course of the NCAOC's investigation or after its conclusion, should the NCAOC determine that the LICENSEE's data are accurate, or that the source of the data was an entity other than the NCAOC.

9. The NCAOC is under no obligation to identify the specific Data that are the source of a complaint, and may, in fact, be prohibited by law from doing so.

10. The LICENSEE shall comply with any instruction given by the NCAOC pursuant to this Section V.

11. By investigating, verifying, and confirming a correction as provided in this subsection, the NCAOC assumes no obligation to the LICENSEE with regard to the LICENSEE's potential liability to a complainant or any other Person as a result of the dissemination of Inaccurate data under investigation.

VI. THE LICENSEE's OTHER DUTIES

A. **Required Disclaimer**. The LICENSEE shall prominently display a disclaimer in each report of a record search provided to a Subscriber, with each transfer of data to a Customer, and at each search access portal made available to a Subscriber. The disclaimer shall read:

> "<<Licensee>> is not affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (the NCAOC), and cannot provide a certified or other official record of any court proceeding. <<Licensee>> is solely responsible for the content of this report. Questions or concerns about any content must be directed to <<Licensee>>.

> The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the

official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NCAOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record."

B. **Source of Data**. The LICENSEE shall not enter into any agreement with a Customer that bars the Customer from revealing to the NCAOC the name of the LICENSEE as the source of its data, or that penalizes the Customer for so doing.

C. **Update Duties of the LICENSEE's Customers**. The LICENSEE shall impose upon each of its Customers all of the update duties specified in Section V.A. of this Agreement, as well as the duty specified in Section VI.B. In addition, the LICENSEE shall notify its Customers that it is the source for the data provided to Customer and that Customer shall not state that its source for the data was the NCAOC, since the Customer did not receive information directly from the NCAOC.

D. **Proprietary Information**. All Proprietary Information supplied by the NCAOC to the LICENSEE is the property of the NCAOC or its vendor(s), subject to the proprietary rights of the NCAOC or its vendor(s), and is provided for the sole internal use of the LICENSEE in making use of the Data Extract(s) provided pursuant to this Agreement. The LICENSEE shall hold all Proprietary Information in the strictest confidence. The LICENSEE shall exercise at all times the same care with respect to all Proprietary Information that the LICENSEE would and should, at a minimum, exercise in the protection of the LICENSEE's own proprietary information. The LICENSEE shall not release or disclose any Proprietary Information to any other Person without the express prior written consent of the NCAOC or its vendor(s), depending on which entity owns the property.

E. **Prohibited Use of Judicial Branch, NCAOC, and any Vendor Proprietary Information**.

1. Logos, marks, documents, names, and acronyms of the Judicial Branch and the NCAOC are the sole property of the NCAOC.

2. The LICENSEE shall not use or display, in whole or in part, the Judicial Branch's, the NCAOC's, or any NCAOC vendors' names; documents; screen shots; logos; copyrighted materials; disclaimers; terms; system, application, or environment names, including, but not limited to, the NCAOC Information System, the NCAOC Legacy System, or the RPA Cloud; calendars; forms; or any other documents in the LICENSEE's literature, advertisements, promotional materials, demonstrations, or applications. Further, except as required by Section VI.A. of this Agreement, the LICENSEE may not use or display any information concerning the Judicial Branch, the NCAOC, or any NCAOC vendors without the express written permission of the NCAOC or its vendor(s), as applicable.

3. Any use by the LICENSEE of information stated in Subsection VI.E.2 above that in the opinion of the NCAOC is false or misleading, gives the appearance of the LICENSEE's application, entity, or services being owned, maintained, approved, sponsored, certified, or endorsed by the NCAOC, the Judicial Branch, or any

NCAOC vendors may in the sole discretion of the NCAOC be a basis for termination of this Agreement for cause.

F. **The LICENSEE's Subsidiaries**. On Attachment B, which is attached hereto and incorporated herein as if fully set forth, the LICENSEE shall provide the NCAOC with a list of all of the LICENSEE's websites, subsidiaries that use or distribute information obtained from the NCAOC, and all other names by which the LICENSEE does business. The LICENSEE will update this list and send it to the NCAOC within thirty (30) calendar days of any change.

G. **User Name and Password**. The LICENSEE shall, within two (2) calendar days of the NCAOC's request, provide to the NCAOC a non-expiring username and password for access to any service, information system, application, or database that will include, incorporate, or process Data received from the NCAOC as part of providing data to any Subscriber or Customer. This username and password shall be provided to the LICENSEE without additional cost or condition.

H. **Termination for Failure to Comply**. Any failure of the LICENSEE to comply with the requirements of this Section VI. is grounds for termination for cause.

VII. CONTACT PERSONS, NOTICES, AND WEBSITE LISTING

A. **Contact Information**. The LICENSEE shall provide and update all contact information requested in Attachment C to this Agreement.

B. **Contact Persons**. The LICENSEE shall designate up to two (2) Contact Persons in Attachment C, which Attachment C is attached hereto and incorporated herein as if fully set forth. At no time shall there be more than two (2) Contact Persons for the LICENSEE.

C. **Contact Limited to Contact Persons**. Only the Contact Person(s) and the Signatory(ies) to this Agreement (if different) are permitted to contact the NCAOC on the LICENSEE's behalf for any reason other than reset of a password for the LICENSEE's legacy user ID or RPA Cloud service account ID, as provided in Section VII.E. below. At least one (1) Contact Person shall be available to the NCAOC on weekdays from 8:00 a.m. until 5:00 p.m., Eastern Time, with the exception of legal holidays on which North Carolina state government offices are not open. The LICENSEE expressly represents that any person designated as a Contact Person is LICENSEE's legal agent with full authority to act individually on the LICENSEE's behalf for performance and fulfillment of the LICENSEE's obligations under this Agreement, including, but not limited to, notifying the NCAOC of changes to the LICENSEE's contact information, Contact Persons, and password administrators; receiving any and all notices from the NCAOC under this Agreement; and responding to the NCAOC's requests for information or action from the LICENSEE.

D. **Password Administrators for Data Extract Requests**. The LICENSEE shall designate up to two (2) password administrators in Attachment C when requesting Data Extract(s). The LICENSEE shall at no time have more than two (2) password administrators.

E. **Contacts Limited to Contact Persons or Password Administrators**. When NCAOC Help Desk assistance is needed to reset a revoked or expired password for the legacy user ID provided to the LICENSEE for Legacy Data Extract(s), the LICENSEE's password

administrators are responsible for contacting the Help Desk, pursuant to this Agreement. For RPA Cloud Data Extract(s), the LICENSEE's password administrators are responsible for contacting the Help Desk for assistance to reset a password for the RPA Cloud service account ID. The NCAOC Help Desk will reset a password for only the two (2) listed password administrators, and then only upon confirmation satisfactory to the NCAOC that the individual requesting the reset of a password is actually a designated password administrator. The LICENSEE acknowledges and agrees that it is within the sole discretion of the NCAOC to delay the reset of the password for the LICENSEE's legacy user ID or the RPA Cloud service account ID for a reasonable time until the NCAOC Help Desk staff or the Remote Public Access Coordinator is satisfied that a request for such reset has originated from a designated password administrator. This verification process may include a demand for a written request from a Contact Person or a Signatory to this Agreement for reset of the password in question.

F. **Dual Roles**. An individual may be both a Contact Person and a password administrator for the LICENSEE, but such individual must be designated separately as both in Attachment C, and the LICENSEE must provide all information requested for that individual in both roles.

G. **Change in Information**. Any change to the LICENSEE's contact information, Contact Person information, or password administrator information shall be communicated to the NCAOC immediately after such change by updating the LICENSEE Contact Information in Attachment C and returning it by email (preferred), facsimile, or mail to the respective address listed below in Section VII.I.

H. **Notices to the LICENSEE**. Any notice or other communication from the NCAOC to the LICENSEE shall be deemed sufficient if sent to either Contact Person or to any Signatory to this Agreement using the contact information provided in Attachment C, and via any means of communication listed below in Section VII.I.

I. **Notices to the NCAOC**. Any notice or other communication from the LICENSEE to the NCAOC shall be deemed sufficient if sent by mail, facsimile, or email to the NCAOC using the contact information herein.

Mail:
North Carolina Administrative Office of the Courts
Financial Services Division
Attn: Remote Public Access
PO Box 2448
Raleigh, NC 27602

Fax: (919) 890-1901

Email: rpa@nccourts.org

J.   **Notices in Writing**. Unless stated otherwise in this Agreement, all notices between the Parties shall be in writing and shall be sent by mail, overnight delivery, facsimile, or email transmission.

VIII. SECURITY REQUIREMENTS

A.   **Security Requirements and Unauthorized Access**. The LICENSEE shall maintain up-to-date security patches, scans, and firewalls and utilize all industry best practices to maintain the security of their information system and infrastructure environment that will access or store Data Extract(s) provided to the LICENSEE by the NCAOC.

B.   **Unauthorized Access**. If anyone gains unauthorized access to the NCAOC Legacy System, the RPA Cloud, the NCAOC Information System, any Transfer Method, any Credentials or the Data Extract(s) provided by the NCAOC through LICENSEE's information system or environment ("Unauthorized Access"), such Unauthorized Access will be a material breach of this Agreement and will be a ground for termination for cause in accordance with Section IX.B.

C.   **Notification to the NCAOC.** The LICENSEE shall notify the NCAOC immediately if there is Unauthorized Access. If there is Unauthorized Access, the NCAOC shall immediately terminate LICENSEE's access to the Data. The NCAOC will order an immediate forensic examination of the reported or discovered incident. The LICENSEE shall be responsible for the cost of the forensic examination and for any damages, including, but not limited to, damage to reputation and physical and logical damage to the NCAOC Legacy System, the NCAOC Information System, other information systems, the RPA Cloud, the NCAOC network, any Transfer Method, or the Data Extract(s), caused to the NCAOC by any such Unauthorized Access. Confirmation of an Unauthorized Access will be a ground for termination for cause in accordance with Section IX.B.

IX. TERM AND TERMINATION

A.   **Effective Date**. The term of this Agreement shall begin on the date of its execution and shall continue until terminated by either Party.

B.   **Termination for Cause**. If the LICENSEE fails to perform its duties, as specified in this Agreement, or violates any of the terms, obligations, or stipulations of this Agreement, the NCAOC may terminate this Agreement for cause, without prior notice.

C.   **Termination without Cause**. Either Party may terminate this Agreement without cause, upon giving the other Party thirty (30) calendar days' notice.

D.   **Termination for Convenience of the State**. The NCAOC may terminate this Agreement at any time without notice, for the convenience of the State.

E.   **Termination for Insolvency**. The filing of bankruptcy, whether voluntary or involuntary, or the commencement of any other action or proceeding alleging the insolvency of the LICENSEE, shall immediately terminate this Agreement. The

LICENSEE shall notify the NCAOC immediately upon the filing or commencement of any action alleging insolvency of the LICENSEE.

F. **Termination for Merger, Acquisition, or Going Out of Business**. If the LICENSEE merges with, or is acquired, in whole or in part, by another company, or the LICENSEE goes out of business and the LICENSEE transfers, assigns, delegates, or sells its rights to Data received by the NCAOC or data derived from Data received by the NCAOC under this Agreement to its successor or buyer without the prior written consent of the NCAOC, the NCAOC may terminate this Agreement for cause in accordance with Section IX.B.

G. **Payment upon Termination**. If this Agreement is terminated, the LICENSEE shall be liable for the entire normal monthly fee in the month of termination, regardless of the date of termination in that month.

H. **Disclaimer upon Termination**. Upon termination of this Agreement for any reason, except for LICENSEES that have executed a current "**Licensing Agreement to Access Data Online**" with the NCAOC and have obtained Data provided by the NCAOC from the NCAOC Legacy Database(s) or the RPA Cloud, the LICENSEE shall add the following to the disclaimer provided to its Customers and Subscribers pursuant to Section VI.A:

> "The information provided is current only through [DISPLAY DATE OF THE LAST DATA EXTRACT FILE USED TO UPDATE The LICENSEE's RECORDS]. Additions, changes, deletions, and updates occurring after this date are not included."

X. GENERAL TERMS AND CONDITIONS

A. **Prior Agreements**. As of the Effective Date, this Agreement shall govern all Data Extract(s) sent to the LICENSEE from the NCAOC Legacy System and the RPA Cloud. This Agreement shall supersede the Parties' current RPA licensing agreement(s) for data extracts, if any, that authorizes the AGENCY's access to legacy data extract(s) sent by the NCAOC to the AGENCY prior to the Effective Date.

B. **Entire Agreement**. This Agreement encompasses the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. The Parties hereby acknowledge and represent that the Parties have not relied on any representation or other assurance, except those set out in this Agreement, made by or on behalf of any other Person or entity whatsoever, prior to the execution of this Agreement. Understandings or representations not contained in this Agreement or a written amendment hereto shall not be binding on either Party.

C. **Assignment**. This Agreement and the LICENSEE's rights under this license are personal to it and may not be transferred, assigned, delegated, sublicensed, subcontracted, or sold, whether by merger, acquisition, or going out of business, to another Person without the prior written consent of the NCAOC.

D. **Modification**. No modification, amendment, deletion, or alteration of any of the terms and conditions of this Agreement shall be effective unless it is in writing and signed by

both Parties, with the exception of changes in Contact Persons as detailed in Section VII., Attachment B, and Attachment C of this Agreement and periodic fee changes set forth in Attachment A.

E. **Counterparts and Signatures**. This Agreement may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this Agreement shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

F. **Headings**. The table of contents and headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

G. **Severability**. If any court of competent jurisdiction shall for any reason hold any section or provision of this Agreement invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions of this Agreement.

H. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of North Carolina, without giving effect to conflicts of law principles. If a cause of action involving this Agreement is brought by either Party, jurisdiction and venue shall lie in state and federal courts located in the State of North Carolina, County of Wake.

I. **Conflict of Authority**. If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

J. **Other Laws**. To the extent the Data obtained under this Agreement are subject to other laws, statutes, court rules, administrative rules, or regulations, either federal or state, that govern the use of the Data, the provisions of those other laws, statutes, court rules, administrative rules, or regulations, either federal or state, shall apply to the Data.

K. **Indemnification**. The LICENSEE shall defend, indemnify, and hold harmless the State of North Carolina, the NCAOC, and officials, officers, employees, and agents of either of them, from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred by them or any of them as the result of the assertion of any claim, demand, suit, action, judgment, or execution for damages of any kind and by whomever and whenever made or obtained, that result directly or indirectly from the LICENSEE's performance or lack of performance under this Agreement.

L. **Status of Parties**. The Parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

M. **Waiver**. The failure of either Party to enforce any term of this Agreement will not constitute a waiver of the rights or remedies of either Party to enforce such term or any

other term of this Agreement on any other occasion. No term or condition of this Agreement shall be held to be waived, and no breach excused, except by a written instrument signed by the Parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

N. **Survival of Promises**. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

O. **Availability of State Funds**. All payments made to the NCAOC by the LICENSEE are deposited by the NCAOC in the Court Information Technology Fund. The performance of the NCAOC's duties under this Agreement is subject to the availability of the monies in that Fund or of other State funds to enable it to perform those duties.

P. **Legal Authority**. If, at any time, for any reason, the NCAOC concludes, or it is determined by a court of competent jurisdiction, that the NCAOC was without authority to enter into this Agreement, this Agreement will terminate, without further obligation or liability to the LICENSEE by the State of North Carolina, the NCAOC, or any official, officer, employee, or agent of either.

Q. **No Third-Party Rights**. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

(Remainder of this page intentionally left blank)

XI. SIGNATURES

IN WITNESS WHEREOF, intending to be bound hereby and with consideration, this Agreement is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this Agreement and bind their respective companies or agencies.

THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
        Kesha Howell or designee
        Chief Operations Officer

Date: _____

NAME OF THE LICENSEE

BY: _____(Signature)

_____(Print full name here)

_____(Title)

Date: _____

ATTACHMENT A

Data Extract Fees – NCAOC Legacy System and RPA Cloud$^{\Omega}$

Extract Type – NCAOC Legacy System and RPA Cloud	Current Total Costs Each LICENSEE – NCAOC Legacy System and RPA Cloud
Fee for Recurring Extract Files	**Fee/Month**
Criminal Calendar Offense	$478/month
Criminal Daily Demographic	$312/month
Criminal New Case	$457/month
Civil Weekly Tax Liens	$365/month
Fee for Historical Extract Files	**Fee Amount**
Criminal Historical Demographic Data*†	$1,948
Civil Historical Tax Liens†	$2,355
Miscellaneous Fees	**Fee Amount**
Late Payment Fee (for bill due thirty (30) calendar days or more)	$75/late payment
Set-up Fee‡	$495
Reinstatement upon Termination†	$495
Performance Bond Fee	**Fee Amount**
Liquidated Damages†	$5,000
Cash Bond† or Corporate Surety Bond	$5,000

* Includes quarterly historical refreshes.

† Requires payment with a cashier's check. Liquidated damages and the bond requirement apply after failing to comply with the update and accuracy duties per Section V.

‡ Charged only when no historical extracts have been purchased. Includes one (1) legacy user ID and one (1) RPA Cloud service account. ID

Ω The LICENSEE will be responsible for paying one (1) performance bond of $5000 for access to Legacy Data Extract(s) and RPA Cloud Data Extract(s). When full implementation occurs and Data Extract(s) for all 100 counties are accessible from the NCAOC Information System and the RPA Cloud ("Full Implementation"), only new LICENSEES accessing the NCAOC Information System and the RPA Cloud post-Full Implementation will be required to pay a performance bond. All existing LICENSEES will be required to complete a new bond form (AOC-A-204) and their existing performance bond will be transferred by the NCAOC to support the LICENSEE's new bond form and this new Agreement. No additional performance bond will be required.

ATTACHMENT B

Websites, Subsidiaries, Entities, "Doing Business as" Names, and Other Aliases of Licensee

Please provide a list of all websites, subsidiaries, entities, aliases, or "doing business as" names that will have access to or provide any information obtained from the North Carolina Administrative Office of the Courts ("NCAOC"). Pursuant to Section VI.F of your **Non-Governmental Licensing Agreement to Access Data Extracts** ("Agreement") with the NCAOC, you are required to provide this information and keep it up to date. This form must be returned with your executed Agreement, before access to the Data Extract(s) will be granted. Failure to keep this information up to date may result in termination of your access to the Data Extract(s), as outlined in Section VI.H of the Agreement.

Websites' URLs	Subsidiaries/Entities/Doing Business As Names/Other Aliases

ATTACHMENT C

Licensee Contact Information

<table>
<tr><td colspan="3">Instructions: Use this form to provide or update the LICENSEE's contact information and to designate password administrators. All fields are required. If you need assistance with this form, contact the NCAOC Remote Public Access Coordinator at (919) 890-2220.</td></tr>
<tr><td colspan="3">Licensee Contact Information: (See Section VII.A of the Non-Governmental Licensing Agreement to Access Data Extract(s).)</td></tr>
<tr><td>Licensee Name:</td><td colspan="2"></td></tr>
<tr><td>Mailing Address:</td><td colspan="2"></td></tr>
<tr><td>Phone #:</td><td colspan="2">Email:</td></tr>
<tr><td>Fax #:</td><td colspan="2">Licensee's Website URL:</td></tr>
<tr><td>Federal Tax ID#:</td><td colspan="2"></td></tr>
</table>

Contact Person Information: *(See Sections VII.B and VII.C of the Non-Governmental Licensing Agreement to Access Data Extract(s).)*

	Contact Person #1	**Contact Person #2**
Contact Full Name:		
Mailing Address:		
Phone #:		
Fax #:		
Email Address:		

Password Administrator Information: *(See Sections VII.D and VII.E of the Non-Governmental Licensing Agreement to Access Data Extract(s).)*

	Password Admin #1	**Password Admin #2**
Admin Full Name:		
Mother's Maiden Name:		
Social Security Number:	(Last 4 digits **only**)	(Last 4 digits **only**)
Phone #:		
Fax #:		
Email Address:		

<table>
<tr><td colspan="3">Signature: This Attachment will be honored only if signed by a signatory to the LICENSEE's "Non-Governmental Licensing Agreement to Access Data Extract(s)" or by a Person currently designated pursuant to Section VII. of that Licensing Agreement as a Contact Person for the LICENSEE.</td></tr>
<tr><td>Full Name (Type or Print)</td><td>Signature</td><td>Date</td></tr>
</table>

For NCAOC Internal Use Only:

Password Admin #1 ID:	
Password Admin #2 ID:	
Data Extract(s) Authorized:	☐ Civil – NCAOC Legacy Data Extract(s) (until retired) and RPA Cloud Data Extract(s) ☐ Criminal – NCAOC Legacy Data Extract(s) (until retired) and RPA Cloud Data Extract(s)
Date Request Completed	*NCAOC Security Administrator Signature*