



## **Georgia Technology Authority Bulk Corporate Data Sales Agreement**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as the "Effective Date"), by and between the **Georgia Technology Authority** (hereinafter referred to as "GTA"), and \_\_\_\_\_, (hereinafter referred to as "CUSTOMER").

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

WHEREAS, GTA has exclusive authority to sell or execute license agreements for an entire file of public information in any electronic medium or format; and

WHEREAS the Georgia Secretary of State maintains bulk data files of Georgia corporation data and is willing to make such bulk data files available for sale by GTA; and

WHEREAS, CUSTOMER desires to receive, and GTA desires to provide to CUSTOMER, the bulk files of Georgia corporation data;

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

1. **Services and Pricing.** GTA will provide to CUSTOMER the bulk files of corporation data in accordance with the "Services and Pricing" described on Schedule A attached hereto.
2. **Term and Renewal.** The "Term" of this Agreement shall begin on the Effective Date and end as of the end of the then current State of Georgia fiscal year (July 1 – June 30). Thereafter, this Term will automatically renew on a year-to-year basis. If Customer continues to order and pay (in accord with Section 3) for the Services. The terms and conditions of each Schedule and the Agreement shall apply during any renewals of the Term.
3. **Payment.** CUSTOMER agrees to pay GTA the rates and charges set forth in the Schedule A within thirty (30) days of invoice date. Undisputed amounts not paid within thirty (30) days after the date of Customer's receipt of the invoice shall be considered past due and subject to collection action by GTA.
4. **Rates and Charges.** For the Services set forth in Schedule A, CUSTOMER shall pay the applicable rates. The rates and charges set forth in Schedule A may be adjusted by GTA following thirty days advance written notice.
5. **Termination.**
  - a. Each party has the right to discontinue Services and/or terminate this Agreement for Cause. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
  - b. GTA may suspend Services immediately and without notice to CUSTOMER if the suspension of Services is necessary to prevent or protect against fraud or otherwise protect GTA's or the State's personnel, facilities or services.
  - c. GTA may suspend Services with three (3) business days written notice to CUSTOMER if CUSTOMER either: (i) does not pay when billed for Services; or (ii) indicates to GTA that it does not intend to pay for

Services.

d. Notwithstanding any suspension, termination or expiration of this Agreement, CUSTOMER will remain liable for any applicable charges incurred prior to such suspension, termination or expiration.

6. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY GTA SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. GTA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

7. **Assignment.** Neither party shall have the right to assign and transfer all or any portion of their respective interests in this Agreement without the prior written consent of the other; provided, however, that both parties acknowledge that GTA is a Georgia governmental entity subject to the authority of the Georgia General Assembly and agree that any interest, right or obligation GTA has pursuant to this Agreement shall automatically pass to any successor in interest governmental unit established by the Georgia General Assembly without requiring any further action by either party. Neither party may pledge or assign the revenues from this Agreement for the repayment of any bond or other obligation.

8. **Notices.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

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

9. **Waiver and Severability.** The waiver by either party of any breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the parties.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

11. **Counterparts.** This Agreement may be signed in counterparts, all of which shall constitute one agreement. For the purposes of finalizing the Agreement, any executed signature page delivered by facsimile or an electronic transmission of the signature page by e-mail, such as PDF or comparable format which contains an electronic image of the document and requisite signature(s), shall be treated in all manner and respects as an original document. Additionally, a copy of a validly executed signature

page will be as valid as the original.

13. Survival. Any terms in this Agreement or any of the obligations of either party, which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any termination of this Agreement will be without prejudice to the terminating party's legal rights and remedies, including injunction and other equitable remedies.
14. Relationship. The parties agree and intend that the relationship between them created by this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed as making us partners or as creating the relationships of employer and employee, master and servant, or principal and agent, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.
15. Entire Agreement. This Agreement, including all Schedules and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

**GEORGIA TECHNOLOGY AUTHORITY**

**CUSTOMER**

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

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

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

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

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

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

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

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

**SCHEDULE A  
SERVICES AND CHARGES**

**Please Indicate Desired Access below:**

Weekly

Bi-Weekly

Monthly

Charge = \$500.00 per access

\$100 Set-up fee plus initial access charge of \$500 is due upon execution

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

Mailing Address to send payment:

Office of Data Sales  
Georgia Technology Authority  
47 Trinity Avenue  
Atlanta, GA 30034