

## NORTH CAROLINA

### WAKE COUNTY

#### **AUTHORIZED USER AGREEMENT WITH CRIMINAL JUSTICE AGENCIES FOR INQUIRY-ONLY ACCESS TO eWARRANTS AND JUDICIAL BRANCH DATA**

This **AUTHORIZED USER AGREEMENT WITH CRIMINAL JUSTICE AGENCIES FOR INQUIRY ONLY ACCESS TO eWARRANTS AND JUDICIAL BRANCH DATA** ("Agreement") is made and entered into by and between **CHATHAM COUNTY, NORTH CAROLINA, PRETRIAL SERVICES** ("the AGENCY") and the **NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS** ("the NCAOC") (jointly referred to as "the Parties" or individually as a "Party") and is effective as of the date of the last signature on this Agreement ("the Effective Date").

#### **WITNESSETH**

**WHEREAS**, the AGENCY is a governmental Criminal Justice Agency with an ORI issued by the Federal Bureau of Investigation that conducts official business in North Carolina;

**WHEREAS**, the NCAOC has written authorization from Tyler Technologies, Inc. ("Tyler") to allow employees of Criminal Justice Agencies with ORI identifiers issued by the Federal Bureau of Investigation that conduct official business in North Carolina to have Inquiry-Only Access to Tyler's proprietary, cloud-based application known as Electronic Warrants Application ("eWarrants");

**WHEREAS**, to increase efficiency within the North Carolina Superior and District Courts, the NCAOC desires to designate AGENCY employees as Authorized Users of eWarrants and Judicial Branch Data for the purpose of performing their official job duties related to criminal justice;

**WHEREAS**, the AGENCY and its Authorized eWarrants Users shall comply with the covenants and promises set forth in this Agreement, including both the **Privacy and Security Requirements for Criminal Justice Agencies' Inquiry-Only Access to eWarrants and Judicial Branch Data** ("Privacy and Security Requirements") and the **Agency Contact and Information** form located in Attachment A to this Agreement ("Agency Contact Form"), which are both incorporated by reference into this Agreement; and

**WHEREAS**, the Parties hereto have mutually agreed to the terms and conditions of this Agreement, including the Privacy and Security Requirements and the Agency Contact Form, as set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the AGENCY agrees to abide by the terms of this Agreement, including the Privacy and Security Requirements and the Agency Contact Form, and the NCAOC agrees to designate the AGENCY's Authorized eWarrants Users with Inquiry-Only Access for criminal justice business purposes that require accessing information in the North Carolina Superior and District Courts.

#### **1. DEFINITIONS**

- a) "AGENCY" means the governmental Criminal Justice Agency that has an ORI issued by the FBI, is qualified under Section 2.1 of this Agreement, and is entering into this Agreement with the NCAOC.
- b) "Authorized eWarrants User" means an employee of the AGENCY authorized by the NCAOC to have Inquiry-Only Access to eWarrants and Judicial Branch Data in accordance with the terms and conditions of this Agreement.
- c) "Authorized Signatory" means an individual authorized to bind the AGENCY contractually or someone designated by him or her in writing. For state and federal agencies, the authorized signatory is the head of the agency (e.g., secretary or director) or someone designated by him or her. For counties; the authorized signatory is the chairperson of a county board of commissioners or someone designated by the board of commissioners. For municipalities, the

authorized signatory is the mayor or equivalent office or someone designated by him or her.

- d) "Confidential Judicial Branch Data" means a subset of Judicial Branch Data that is confidential or non-public information pursuant to applicable law, including Unreturned Warrant Information, Identifying Information, Personal Information, and Highly Restricted Personal Information, as those terms are defined below, as well as other data that is confidential or non-public under applicable law.
- "Unreturned Warrant Information" means all case information transmitted from eWarrants when the only filing in the case is an unreturned Warrant for Arrest or an unreturned Search Warrant. For cases in which there are other filings in addition to an unreturned Warrant for Arrest or an unreturned Search Warrant, Unreturned Warrant Information means only the case information related to the Warrant for Arrest or Search Warrant itself transmitted from eWarrants. Unreturned Warrant Information is classified by the Judicial Branch as Confidential Judicial Branch Data. No Unreturned Warrant Information shall be redisclosed by Authorized eWarrants Users except to Judicial Officials and employees of Public Law Enforcement Agencies who need to know the information to perform their official duties. Warrant information becomes public and may be redisclosed to other persons when the Warrant for Arrest has been returned to the clerks' office, notwithstanding whether the Warrant for Arrest has been served or not. See G.S. § 132-1.4(k).
  - "Identifying Information" as used herein shall include the types of information included in the definition of "identifying information" in G.S. 132-1.10(b)(5) in addition to the other types of information listed below:
    - Social security or employer taxpayer identification numbers
    - Driver's license, State identification card, or passport numbers
    - Checking account numbers
    - Savings account numbers
    - Credit card numbers
    - Debit card numbers
    - Personal Identification (PIN) Code as defined in G.S. 14-113.8(6)
    - Digital signatures
    - Any other numbers or information that can be used to access a person's financial resources
    - Biometric data
    - Fingerprints
    - Passwords
    - FBI numbers
    - SBI numbers
    - Check digit numbers
    - Other information comprising non-public information as may be identified in applicable state or federal statutes, regulations, or other laws.
  - "Personal Information" as used herein shall have the same meaning as in the DPPA, specifically 18 U.S.C. § 2725(3), which includes information obtained from a person's motor vehicle record that identifies an individual, including:
    - An individual's photograph
    - Social security number
    - Driver's identification number
    - Name
    - Address (but not the 5-digit zip code)
    - Telephone number
    - Medical or disability information.
  - "Highly Restricted Personal Information" used herein shall have the same meaning as in the DPPA, specifically 18 U.S.C. § 2725(4), which includes information obtained from a person's motor vehicle record that identifies an individual, including:
    - An individual's photograph or image
    - Social security number
    - Medical or disability information.

- e) "Criminal Justice Agency" means a court, a governmental agency, or any subunit of a governmental agency that performs the administration of criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual budget to the administration of criminal justice, as defined in Section 3.2.4 the FBI's CJIS Security Policy, Version 5.9.1 (October 1, 2022).
- f) "DPPA" means the federal Driver's Privacy Protection Act (18 U.S.C. §§ 2721, et seq.), which classifies data as Personal Information and Highly Restricted Personal Information. This definition shall also include North Carolina's companion statute G.S. § 20-43.1.
- g) "eWarrants" shall mean Tyler's proprietary, cloud-based application replacing NCAOC's legacy NCAWARE application.
- h) "FBI" means the Federal Bureau of Investigation.
- i) "Inquiry-Only Access" is also known as read-only access and means access to only search for and view information. Changes such as deletions, overwrites, edits or cannot be made.
- j) "Judicial Branch" means the North Carolina Judicial Branch.
- k) "Judicial Branch Data" means the data provided to the AGENCY by or through direct, Inquiry-Only Access to eWarrants, which includes both Confidential Judicial Branch Data and public, non-confidential Judicial Branch Data.
- l) "Judicial Official" as used herein has the same meaning as in G.S. 15A-101(5), i.e., a magistrate, clerk, judge, or justice of the General Court of Justice.
- m) Public Law Enforcement Agencies as used herein has the same meaning as in G.S. § 132-1.4(b)(3), i.e., a municipal police department, a county police department, a sheriff's office, a company police agency commissioned by the Attorney General pursuant to G.S. 74E-1, et seq., and any State or local agency, force, department, or unit responsible for investigating, preventing, or solving violations of the law.
- n) "ORI" means an Originating Agency Identification assigned by the FBI.
- o) "Privacy and Security Requirements" means the document entitled "Privacy and Security Requirements for Criminal Justice Agencies' Inquiry-Only Access to eWarrants and Judicial Branch Data," incorporated by reference into this Agreement. These Privacy and Security Requirements are located at [www.nccourts.gov](http://www.nccourts.gov) (and any successor or related locations designated by the NCAOC) and may be updated by the NCAOC from time to time.

## **2. GRANT OF AUTHORIZED eWARRANTS USER ACCOUNT(S) TO AGENCY**

The NCAOC hereby grants a non-exclusive, non-transferable, limited right to the AGENCY and Authorized eWarrants Users to have Inquiry-Only Access to eWarrants and Judicial Branch Data for criminal justice business purposes only through assigned Authorized eWarrants User account(s).

### **2.1 AGENCY Qualifications**

- 2.1.1 In order to qualify to enter into this Agreement with the NCAOC, the AGENCY must be a governmental Criminal Justice Agency and have an ORI assigned by the FBI.
- 2.1.2 It shall be the AGENCY's responsibility to verify the qualifications of its proposed Authorized eWarrants Users as outlined below in Section 2.2 and to only request access from the NCAOC for users who meet the qualifications of an Authorized eWarrants User. The NCAOC shall assume no liability for approving Authorized eWarrants Users at the request of the AGENCY whose qualifications are not valid or current.

### **2.2 Authorized eWarrants User Accounts**

- 2.2.1 Only AGENCY employees who have a need for Inquiry-Only Access to eWarrants to perform their official job duties related to criminal justice shall be permitted to be Authorized eWarrants Users. The AGENCY's contractors and contractor personnel are not permitted to be Authorized eWarrants Users.
- 2.2.2 The AGENCY shall request eWarrants User accounts only for its employees who meet

the qualifications set forth in Section 2.2.1. The AGENCY must complete the necessary process to request an account for each proposed Authorized eWarrants User. Access must be approved by the individual user for whom access authorization is requested, and by one of the following:

- a) The signatory authority executing this Agreement; or
- b) The signatory authority's designee, identified in the Agency Contact Form.

## **2.3 Obligations of the AGENCY and Its Authorized eWarrants Users**

### **2.3.1 General Obligations.**

- a) The AGENCY and its Authorized eWarrants Users must not share their user ID and password for eWarrants or otherwise make eWarrants available in any manner to any other AGENCY personnel or any third party.
- b) The AGENCY and its Authorized eWarrants Users must not redisclose Unreturned Warrant Information from eWarrants to other AGENCY personnel or any third party except for Judicial Officials and employees of Public Law Enforcement Agencies who need to know the information to perform their official duties.
- c) The AGENCY and its Authorized eWarrants Users must not redisclose any Identifying Information from eWarrants to any third party except to another governmental agency when disclosure is necessary for the governmental agency to perform its official duties and responsibilities. See G.S. 132-1.10(b)(5) and (c)(1) and
- d) Additionally, the following Personal Information and Highly Restricted Personal Information in eWarrants is obtained from, and remains in the legal custody of, the North Carolina Department of Transportation, Division of Motor Vehicles and is subject to the DPPA:
  - social security numbers
  - driver's license numbers
  - telephone numbers
  - medical or disability information
  - email addresses

Any redisclosure must be limited to authorized recipients as set forth in 18 U.S.C. 2721(a), (b), and (c) (e.g., "[f]or use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions"). Also, the AGENCY must comply with all other applicable provisions of the DPPA, which include by way of example, recordkeeping requirements in 18 U.S.C. § 2721(c) (providing, "keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request"). Finally, the AGENCY must direct any public records requests for the information identified in this subdivision (i.e., Section 2.3.1.d)) that the AGENCY receives to the North Carolina Department of Transportation, Division of Motor Vehicles, as the custodian of these records.

- e) When Confidential Judicial Branch Data falls into more than one category identified in Section 2.3.1.a) through d), above, the AGENCY must comply with all of the restrictions and, in the case of any conflict, the most restrictive provision.
- f) The AGENCY and its Authorized eWarrants Users must maintain the confidentiality of reports or other documents generated or created that contain any Confidential Judicial Branch Data from eWarrants, including Unreturned Warrant Information, Identifying Information, Personal Information, and Highly Restricted Personal Information, except insofar as redisclosure is authorized for Confidential Judicial Branch Data under Section 2.3.1.a) through e), above.
- g) The AGENCY and its Authorized eWarrants Users shall safeguard and protect such Confidential Judicial Branch Data stored in the AGENCY's or the AGENCY's third

party service provider's infrastructure environment in compliance with the Privacy and Security Requirements until destroyed.

- h) The AGENCY must ensure that its Authorized eWarrants Users comply with the terms of this Agreement, including the Privacy and Security Requirements and the Agency Contact Form.
- i) The AGENCY shall be responsible for all actions of its Authorized eWarrants Users who shall be deemed the AGENCY's agents for all purposes related in any manner to this Agreement, the Privacy and Security Requirements, eWarrants, Judicial Branch Data, and any associated materials or services provided under this Agreement.
- j) The AGENCY, at its own expense, shall be directly liable to Tyler, and shall defend any action brought against the NCAOC, to the extent that such action is based upon a claim that the AGENCY or its Authorized eWarrants Users have used eWarrants or Judicial Branch Data in violation of this Agreement. The AGENCY shall pay those costs, damages, and attorneys' fees finally awarded or agreed in settlement against the AGENCY and the NCAOC or either of the Parties.
- k) The AGENCY and its Authorized eWarrants Users shall use eWarrants and Judicial Branch Data provided thereby solely for criminal justice business purposes that require accessing information in the North Carolina Superior and District Courts.
- l) The AGENCY and its Authorized eWarrants Users shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of eWarrants.
- m) The AGENCY and its Authorized eWarrants Users shall not access or use eWarrants or Judicial Branch Data in order to build or support, or assist or a third party in building or supporting, products or services.
- n) The AGENCY and its Authorized eWarrants Users shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make eWarrants or Confidential Judicial Branch Data available to any third party other than as expressly permitted by this Agreement.
- o) The AGENCY and its Authorized eWarrants Users are prohibited from using or displaying, in whole or in part, any of the following in any literature, advertisements, promotional materials, demonstrations, or applications: Tyler's name; Tyler's products' names; Tyler's logos or trademarks; the Judicial Branch's or the NCAOC's names; system or application names, including, but not limited to, eWarrants, Odyssey, Brazos, and eCourts; or any documents, screen shots, logos, copyrighted materials, disclaimers, terms, calendars, forms, or any other Judicial Branch Data.
- p) The AGENCY agrees that it is the AGENCY's sole responsibility to ensure the AGENCY satisfies the then-current system, equipment, and software requirements minimally required to run eWarrants.
- q) The AGENCY recognizes and hereby acknowledges that the NCAOC has no obligation to the AGENCY to maintain or upgrade eWarrants, except as the NCAOC deems necessary.
- r) The AGENCY shall provide Internet access to both networking equipment and to any networks not owned by the NCAOC to its Authorized eWarrants Users.
- s) The AGENCY hereby agrees to supply the NCAOC with all information requested in the Agency Contact Form, including:
  - 1) All AGENCY information and all contact information required in Section 3.12; and
  - 2) The names of primary and secondary contact persons. Initial contact persons must be listed in the Agency Contact Form. Subsequent changes to the contact

person may be communicated to the NCAOC's Chief Technology Officer (CTO) or his designee.

## **2.4 Term and Effective Date of Agreement**

- 2.4.1 The term of this Agreement shall begin on the Effective Date. The Agreement shall continue until superseded, terminated, cancelled, or revoked by law or by one of the Parties as set forth herein pursuant to Section 2.5 of this Agreement.
- 2.4.2 For at least as long as the AGENCY has access to eWarrants or Judicial Branch Data, the AGENCY shall comply with the terms and conditions of this Agreement, including the incorporated Privacy and Security Requirements and Agency Contact Form.
- 2.4.3 All provisions of this Agreement, which expressly or by their nature should reasonably survive for enforcement and related purposes after the AGENCY no longer has access to eWarrants or is no longer in possession of Judicial Branch Data, shall survive until after all applicable statutes of limitations have expired and, if subject to litigation, after final judgment is awarded. Some terms and conditions survive thereafter as set forth in Section 3.14, Survival, of this Agreement.

## **2.5 Termination**

- 2.5.1 Termination Without Cause
  - a) Either Party may terminate this Agreement without cause upon giving the other Party sixty (60) days' advance written notice ("Notice") of its intent to do so.
  - b) The NCAOC may terminate this Agreement immediately without Notice at any time for the convenience of the NCAOC, the Judicial Branch, or the State.
- 2.5.2 The filing of a bankruptcy or receivership proceeding, whether voluntary or involuntary, by the AGENCY shall immediately terminate this Agreement. The AGENCY shall notify the NCAOC immediately upon the filing or commencement of a bankruptcy or receivership proceeding or any other action alleging insolvency of the AGENCY.
- 2.5.3 Termination For Cause
  - a) Notwithstanding subsections 2.5.3.b) - c) of this Agreement, should the AGENCY breach a material provision of this Agreement, including a term of the Privacy and Security Requirements, the NCAOC shall promptly notify the AGENCY of the breach of the terms of this Agreement, and the AGENCY shall have ten (10) business days from the receipt of the notice to remedy the breach of the term(s) of this Agreement. In the event the AGENCY fails to remedy the breach within ten (10) business days, and no extension of time to remedy the breach has been granted, the NCAOC may immediately terminate this Agreement for default, disconnect the AGENCY's and its Authorized eWarrants Users' access to eWarrants and Judicial Branch Data, and exercise the NCAOC's remedies under this Agreement and applicable law.
  - b) This provision in no way limits the AGENCY's responsibility to comply with Section 4.i).7) of the Privacy and Security Requirements.
  - c) In the event the AGENCY experiences an IT Security Incident or the AGENCY fails to comply with a Privacy and Security Requirement that will or may result in or imminently threaten the unauthorized release of or access to eWarrants or Judicial Branch Data, the Parties agree that a material breach of the Agreement has occurred and agree that the NCAOC can elect to not allow the AGENCY to remedy the breach, and decide instead to either terminate this Agreement immediately or suspend access to eWarrants and Judicial Branch Data immediately until a further investigation provides assurance that eWarrants and Judicial Branch Data have not been compromised and any risk has been mitigated.

## **2.6 Disclaimer of Warranties for Agreement**

**NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY THE NCAOC WITH RESPECT TO eWARRANTS OR JUDICIAL BRANCH DATA OR FOR THE IMPLEMENTATION THEREOF OR ACCESS THERETO.**

**2.6.1 THE NCAOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, FOR ANY CONNECTION METHOD, eWARRANTS, JUDICIAL BRANCH DATA, OR ASSOCIATED MATERIALS PROVIDED HEREUNDER.**

**2.6.2 THE NCAOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT ANY OF THE JUDICIAL BRANCH DATA ACCESSED IS ACCURATE, CORRECT, OR COMPLETE.**

**2.6.3 THE NCAOC PROVIDES NO OTHER WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE AUTHORIZED eWARRANTS USER ACCOUNTS PROVIDED UNDER THIS AGREEMENT.**

**2.7 Limitation of Liability** 2.7.1 The NCAOC shall not be liable to the AGENCY under any cause of action or theory of liability for (a) indirect, incidental, special, consequential or exemplary damages, (b) loss of profits, revenues, opportunities, or goodwill, or (c) unavailability of access to eWarrants or Judicial Branch Data.

2.7.2 The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising out of the use of eWarrants or Judicial Branch Data, or arising from causes beyond the control and without the fault or negligence of the NCAOC.

2.7.3 The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the AGENCY or its Authorized eWarrants Users of the connection method, eWarrants, Judicial Branch Data, or other materials or services provided under this Agreement.

2.7.4 The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete Judicial Branch Data accessed from eWarrants.

2.7.5 The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from denial of access or inability to access eWarrants or Judicial Branch Data.

2.7.6 The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages based upon alteration or modification made by the AGENCY or its Authorized eWarrants Users to eWarrants, any Judicial Branch Data, or other materials supplied under this Agreement.

2.7.7 The NCAOC shall not be liable to the AGENCY, or any third party for any loss, including: revenue; profits; time; goodwill; computer time; destruction, damage, or loss of Judicial Branch Data; or any other indirect, special, or consequential damage that may arise from the use, operation, or modification of eWarrants or Judicial Branch Data.

2.7.8 Under no circumstances shall NCAOC's liability under this Agreement exceed the amount of costs paid by the AGENCY to the NCAOC under this Agreement.

2.7.9 The NCAOC does not waive its sovereign immunity by entering into this Agreement.

## **3. GENERAL TERMS AND CONDITIONS**

### **3.1 Assignment**

This Agreement and any rights or obligations within this Agreement shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by the AGENCY to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the NCAOC.

### **3.2 Successor Entities**

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.

### **3.3 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.

### **3.4 Entire Agreement**

This Agreement incorporates the Privacy and Security Requirements and Agency Contact Form by reference herein on the Effective Date and encompass 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, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either Party.

This Agreement shall govern the AGENCY's and Authorized eWarrants Users' access to and use of eWarrants and Judicial Branch Data.

### **3.5 Governing Law and Situs**

This Agreement shall be governed in all respects 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, the Parties agree that the proper venue shall lie in the State of North Carolina, County of Wake.

### **3.6 Other Laws**

To the extent the Judicial Branch Data obtained under this Agreement is subject to other laws, either federal or state, that govern the use of the Judicial Branch Data, the provisions of those other laws shall also apply to the Judicial Branch Data.

### **3.7 Conflict of Authority**

If any provision of this Agreement shall be deemed in conflict with any applicable law, such provision shall be deemed modified to conform to said law.

### **3.8 Independent Status of Parties**

The Parties hereto, in the performance of this Agreement, shall 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.

### **3.10 Modifications, Amendments, and Waivers**

3.10.1 No modification, amendment, or alteration of any of the terms or conditions of this Agreement shall be effective unless it is in writing and signed by authorized representatives of both Parties, with the exception of changes in contact information or contact persons listed by the AGENCY on the Agency Contact Form.

3.10.2 No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach of a term or condition of this Agreement 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 of this Agreement.

- 3.10.3 The failure of either Party to enforce any term of this Agreement on one or more occasions shall 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.

### **3.11 Non-Exclusive Agreement**

This Agreement is non-exclusive. During the term of this Agreement, the NCAOC reserves the right to enter into agreements with other persons or entities as it deems fit.

### **3.12 Contact Information and Notices**

- 3.12.1 The AGENCY shall provide all contact information requested in the Agency Contact Form. The AGENCY shall designate up to two (2) contact persons in the Agency Contact Form. At no time shall there be more than two (2) contact persons for the AGENCY.
- 3.12.2 At least one (1) of these contact people 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 AGENCY expressly represents that any person designated as a contact person is its legal agent with full authority to act individually on the AGENCY's behalf for performance and fulfillment of the AGENCY's obligations under this Agreement, including, but not limited to: notifying the NCAOC of changes to the AGENCY's contact information, contact persons, and Authorized eWarrants Users; receiving any and all notices from the NCAOC under this Agreement; and responding to the NCAOC's requests for information or action from the AGENCY.
- 3.12.3 The two (2) contact persons are the only individuals, in addition to the signatory to this Agreement (if different), permitted to contact the NCAOC on the AGENCY's behalf for any reason other than for password resets for Authorized eWarrants User IDs.
- 3.12.4 Any change to the AGENCY's contact information, contact person information, or Authorized eWarrants Users shall be communicated to the NCAOC by any means of communication listed in this Section 3.12.
- 3.12.5 Unless stated otherwise in this Agreement, all notices between the Parties shall be in writing, and sent by mail, facsimile, or electronic transmission.
- 3.12.6 Any notice or other communication from the NCAOC to the AGENCY shall be deemed sufficient if sent to a contact person or to a signatory to this Agreement using the contact information provided in the Agency Contact Form.
- 3.12.7 Any notice or other communication from the AGENCY to the NCAOC shall be deemed sufficient if sent to the NCAOC using the contact information below.

Mail: NC Administrative Office of the Courts  
Technology Services Division- Attn: Access Administration  
Post Office Box 2448  
Raleigh, NC 27602

Phone: (919) 890-2221  
Fax: (919) 890-1916  
Email: [Access.Admin@nccourts.org](mailto:Access.Admin@nccourts.org)

- 3.12.8 The AGENCY expressly acknowledges and agrees that the NCAOC may rely upon any email transmission as an authorized communication from the AGENCY if the email purports to originate from an AGENCY email address included on the Agency Contact Form. The NCAOC is under no obligation to take any action to verify the authenticity of email communications from the AGENCY, including, but not limited to, investigation of the use of a contact person's email account by some other individual or the "spoofing" of a contact person's email address. The AGENCY further agrees that the NCAOC may, in its sole discretion, ignore any email communication purporting to be from the AGENCY

or any agent of the AGENCY, without investigation or notification to the AGENCY, if said communication originates from an email address other than one included in the Agency Contact Form.

### **3.13 Severability**

If any provision of this Agreement is determined to be invalid under any applicable law, it shall be reformed and construed so that it shall be valid, legal, and enforceable to the maximum extent permitted by law.

### **3.14 Survival**

The following provisions of this Agreement shall survive the termination of this Agreement:

- a) 2.3 (Obligations of the AGENCY)
- b) 2.4 (Term and Effective Date of Agreement)
- c) 2.5 (Termination)
- d) 2.6 and all of its subparts (Disclaimer of Warranties)
- e) 2.7 and all of its subparts and (Limitation of Liability)
- f) 3.1 through and including 3.18 (General Terms and Conditions)
- g) Privacy and Security Requirements

### **3.15 Headings**

The headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

### **3.16 Availability of State Funds**

The performance of the NCAOC's duties under this Agreement shall be dependent upon, and subject to, the availability of funds to enable it to perform those duties.

### **3.17 Force Majeure**

Neither Party shall be deemed to be in default of its obligations under this Agreement if it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado, pandemic, or other catastrophic event or act of God.

### **3.18 Audit Provisions**

- 3.18.1 The NCAOC or State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
- 3.18.2 The AGENCY shall collaborate with the NCAOC to facilitate any such audit and review requested by the NCAOC or the State Auditor.

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## Attachment A

### Agency Contact and Information

<b><u>Instructions:</u></b> Use this form to provide or update the AGENCY's contact information. Type or print clearly. All fields are required.		
<b><u>AGENCY Information:</u></b> (See Section 3.12.1 of the Agreement)		
AGENCY Name:	CHATHAM COUNTY, NORTH CAROLINA, PRETRIAL SERVICES	
Mailing Address:		
Phone Number:	Email:	
Fax Number:	Website URL:	
Federal Tax ID:	ORI ID:	
<b><u>AGENCY Contact Person Information:</u></b> (See Sections 3.12.2 and 3.12.3 of the Agreement)		
	<b>Contact Person #1</b>	<b>Contact Person #2</b>
Contact Full Name:		
Mailing Address:		
Phone Number:		
Fax Number:		
Email Address:		
<b>AGENCY:</b> The undersigned represents that he or she is an Authorized Signatory and has the legal authority to bind the AGENCY contractually.		
Full Name (Type or Print)	Title	
Signature	Date	
<b><u>For NCAOC to Complete</u></b>		
System Authorized:	<input type="checkbox"/> eWarrants Inquiry Access Only	
NCAOC Security Administrator Signature		Date Request Completed