

In the event that such disclosure is required by applicable law, regulation, or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as LOWNDES COUNTY has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and LOWNDES COUNTY has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

Notwithstanding anything in this Agreement to the contrary, CORNERSTONE and LOWNDES COUNTY acknowledge and agree that the Georgia Open Records Act and Open Meetings Act (O.C.G.A. Sections 50-14-1 et seq. and Sections 50-18-70 et seq.) shall apply to all documents, agreements (including this Agreement), records, and other written materials, information and items, and certain meetings of LOWNDES COUNTY, to which such Open Records Act and Open Meetings Act are applicable, and that LOWNDES COUNTY may comply with any and all such disclosures and requirements as set forth in the Open Records Act and Open Meetings Act.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by LOWNDES COUNTY or all factual matters included in materials prepared or used by CORNERSTONE and approved by LOWNDES COUNTY.

8. Liability. The entire liability of a Party, and the other Party's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to CORNERSTONE by LOWNDES COUNTY in the immediately preceding twelve (12) month period. In no event shall either Party be liable for any incidental, indirect, special, or consequential damages, including but not limited to, loss of use, revenues, profits, or savings, even if a Party knew or should have known of the possibility of such damages or claims against the other Party by any person.

9. Indemnity. Subject to the liability provisions of section 8, LOWNDES COUNTY agrees to defend, indemnify, and hold harmless CORNERSTONE against any and all losses, claims, damages, legal fees, expenses, or liabilities that CORNERSTONE may incur based upon information, representations, reports, data, or releases furnished or approved by LOWNDES COUNTY or its specifically authorized representative for use or release by CORNERSTONE, whether or not CORNERSTONE prepared or participated in the preparation of such materials. Subject to the liability provisions of section 8, CORNERSTONE agrees to defend, indemnify, and hold harmless LOWNDES COUNTY against any and all losses, claims, damages, legal fees, expenses, or liabilities that LOWNDES COUNTY may incur based upon information, representations, reports, data, or releases made or approved by CORNERSTONE or its authorized agent or representative that LOWNDES COUNTY did not expressly approve, or that CORNERSTONE materially changed or altered after LOWNDES COUNTY's approval, or that CORNERSTONE used or released in a negligent or reckless manner. Each Party ("**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party from any and all losses, claims, damages, legal fees, expenses, or liability arising from the Indemnifying Party's breach or violation of this Agreement. For purposes of this section 9, the Party indemnified shall include the Party, its directors, members, commissioners, agents, and employees. This section 9 shall survive the termination of this Agreement and shall continue to bind both Parties.

10. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal or Georgia law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted, and shall otherwise provide the GR Services in compliance with all applicable laws, rules, and regulations.