

information resides, passes through and/or could have been compromised. Each party shall notify the other party immediately if such party becomes aware of or suspects a Security Breach. Each party will fully cooperate with the other party with respect to any investigation and/or additional requirements related to any actual or suspected Security Breach. Each party will preserve and provide to the other party or its designated agents or representatives copies of all records related to any Security Breach. Each party shall fully cooperate with any forensic investigators or other third parties engaged by either party in connection with the identification and remediation of any Security Breach. SCPDC shall indemnify and hold harmless Licensee from any and all losses, costs, liabilities, expenses, and/or claims, including third-party claims, which flow from any violation by SCPDC of Data Privacy Laws and/or from any Security Breach for which Licensee is not responsible. SCPDC's liability to Licensee under this section 12.14 shall not be limited to the License Fee paid by Licensee to SCPDC under this Agreement. This section 12.14 shall survive any termination or expiration of this Agreement.

12.15 TOTAL OBLIGATION OF LICENSEE. In accordance with OCGA §§ 36-60-13(a)(3) and 36-69A-4(f)(1)(C), this Agreement states the total obligation of the Licensee for the calendar year of execution and the total obligation which will be incurred in each calendar year renewal term, if renewed.

12.16. TITLE TO SUPPLIES, ETC. In accordance with OCGA §§ 36-60-13(a)(4) and 36-69A-4(f)(1)(D), title to any supplies, materials, equipment, or other personal property shall remain in SCPDC until fully paid for by the Licensee.

12.17. SOVEREIGN IMMUNITY. In accordance with OCGA § 36-69A-5, nothing in this Agreement shall be construed to constitute a waiver of Licensee's sovereign immunity. Nor shall this Agreement be construed to constitute a waiver of other immunity of Licensee and/or its agents or employees.

12.19. IMMIGRATION ADDENDUM. This Agreement is subject to the Immigration Addendum attached as Schedule D hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOWNDES COUNTY

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

By:

\_\_\_\_\_  
Bill Slaughter, Chairman

\_\_\_\_\_  
Kevin Belanger, Chief Executive Officer

Attest:

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

\_\_\_\_\_  
Belinda Lovern, Clerk

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