

## AMENDMENT

THIS AMENDMENT ("Amendment") to the Agreement entered into December 27, 2006, by and between the Code Revision Commission of the State of Georgia ("Commission" or "State") and Matthew Bender & Company, Inc ("Publisher") for the purpose of providing for the publication, maintenance, and distribution of the Official Code of Georgia Annotated ("Code") and other related services and products, as amended on January 5, 2012, and August 10, 2018, is hereby made this 8<sup>th</sup> day of January, 2021, by and between the Commission and the Publisher.

### WITNESSETH:

This Amendment is entered into by the parties hereto for the purpose of revising certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Commission and the Publisher agree as follows:

**I. Paragraph 1.1 of the Agreement is hereby revised by amending subparagraphs (e) and (f) to read as follows:**

(e) The ultimate right of editorial control over all state content contained in the Code shall be in the Commission, and in the event of any disagreement between the Commission and the Publisher relating to state content, the decision of the Commission shall control. The Commission shall have no editorial control over any supplementary content.

(f) Except as provided for in Paragraphs 1.6 and 1.7 of this Agreement, the Publisher shall be required to publish the Code in conformity with the Commission's Publication Manual for the Official Code of Georgia Annotated as provided by staff of the Commission to the Publisher, which manual shall reflect those specific content, style, and publishing standards of the Code as adopted, approved, or amended from time to time by the Commission or its staff pursuant to Section 28-9-3 of the Code. Such manual is hereby incorporated into this Agreement by reference. The Publisher agrees that the contents and specifications of such manual are controlled by the Commission and that the information contained in the manual is neither confidential nor proprietary to any publisher nor does it constitute a trade secret of any publisher. In the event of a conflict between the Publication Manual and this Agreement, this Agreement shall control.

**II. Paragraph 1.2 of the Agreement is hereby revised to read as follows:**

**1.2 Definitions.**

As used in this Agreement, the term:

(1) "Official Code of Georgia Annotated" or "Code" means the publication containing the content specified in Paragraph 1.3 of this Agreement and produced and maintained pursuant to this Agreement.

(2) "State content" means statutes, arrangement and numbering system, captions, catchlines, headings, title and chapter analyses, history lines, repeal lines, editorial notes, amendment notes, Code Commission notes, effective date notes and other notes as may be required by the Commission, indices, tables, User's Guide, General index, volume indices, indices related to local and special laws, and conversion tables and other material related to or included in the Code at the direction of the Commission.

(3) "Supplementary content" means case annotations and research references included by the Publisher in the Code pursuant to Sections 1.6 and 1.7 of this Agreement which are determined by the Publisher to be useful to users of the Code.

**III. Paragraph 1.3 of the Agreement is hereby revised to read as follows:**

**1.3 Content of Publication.**

The following material shall be included in the Code:

- (a) State content;
- (b) Supplementary content;
- (c) The United States Constitution and the Georgia Constitution, as amended;  
and
- (d) Other material as provided in this Agreement.

The Code shall include the codification of Georgia laws prepared by the Code Revision Commission and The Michie Company and enacted by the General Assembly of Georgia by an Act approved September 3, 1981 (Ga. L. 1981, Ex. Sess., p. 8), and subsequent current legislative enactments of the General Assembly of Georgia.

**IV. Paragraph 1.6 of the Agreement is hereby revised to read as follows:**

**1.6 Case Annotations.**

A complete set of accurate annotations from court cases that are available up to the date of adjournment sine die of the regular session of the General Assembly applicable to each statute shall be included in the Code. Publisher shall have sole editorial control over the case annotations. Case annotations shall include published opinions of the Georgia Supreme Court and the Court of Appeals of Georgia, and published opinions of the United States Supreme Court and other federal courts that arose in Georgia and construed Georgia general statutes, whether such decisions favor plaintiffs, defendants, or the prosecution. Additional case annotations to those required by this Paragraph may be included as determined by Publisher. Case annotations are intended only to be a useful aid to users of the Code but have no legal effect and are not considered binding or precedential in any manner.

**V. Paragraph 1.7 of the Agreement is hereby revised to read as follows:**

**1.7 Research References.**

(a) The following research references shall be included in the Code:

(1) Collateral references to American Law Reports, American Jurisprudence 2d, American Jurisprudence Trials, American Jurisprudence Pleading and Practice, American Jurisprudence Proof of Facts, Corpus Juris Secundum, Uniform Laws Annotated, related legislation from the federal government, law reviews and other research aids currently included in the Code;

(2) Annotations to opinions of the Georgia Attorney General;

(3) Cross-references to related Code sections and provisions; and

(4) Any new annotations as determined by the Publisher's editorial staff.

(b) The Publisher shall update all existing research references and historical data, and check for continuing validity of any existing research references before publication of the annual supplements and replacement volumes.

(c) Publisher shall have sole editorial control over the form, arrangement, and content of research references.

**VI. Paragraph 1.14 of the Agreement is hereby revised by amending subparagraph (a) to read as follows:**

(a) The Publisher shall include in the Code the Constitution of the United States and the Constitution of the State of Georgia, with appropriate case annotations and research references in the same manner as set forth in Paragraphs 1.6 and 1.7 of this Agreement; however, case annotations to the United States Constitution for federal court cases need only refer to those cases that arose in the State of Georgia and construed general Georgia statutes or Georgia constitutional provisions. The Publisher shall prepare separate indices for each Constitution.

**VII. Paragraph 1.17 of the Agreement is hereby revised to read as follows:**

**1.17 Prepublication Review.**

With respect to supplements, replacement volumes, and updates of the general index, the Publisher shall afford the Commission an opportunity for prepublication review and correction of errors therein. Such prepublication review process shall meet the following standards:

(1) The Publisher shall be responsible for proofreading and other quality control procedures sufficient to ensure that such materials accurately incorporate the enactments of the General Assembly and meet the requirements of this Section 1;

(2) The purpose of prepublication review by the Commission shall not be to serve as a primary proofreading or quality control function but to ensure to the Commission's satisfaction that the Publisher has properly carried out its proofreading and quality control procedures with respect to all state content;

(3) Submission of material to the Commission for prepublication review shall be according to a schedule approved in advance by the Commission so as to allow the Commission ample time for review; and

(4) Any errors or deficiencies noted by the Commission during prepublication review shall be corrected by the Publisher prior to publication at no charge to the Commission.

(5) The Commission shall not be responsible for conducting any prepublication review of supplementary content, which shall be the sole responsibility of the Publisher.

**VIII. Paragraph 2.3 of the Agreement is hereby revised by amending subparagraph (c) to read as follows:**

(c) The Publisher, through an experienced editorial staff, shall review material in each volume before its replacement and refer to the Commission or its staff any laws in such volume that it considers to be archaic, obsolete or unconstitutional. Any archaic or obsolete research references or case annotations shall be removed before replacement, as determined by the Publisher.

**IX. Paragraph 2.5 of the Agreement is hereby revised to read as follows:**

**2.5 Internet Access to Limited Version of the Code.**

(a) The Publisher shall publish and maintain a free online limited version of the Code which may be housed on the Publisher's Internet site, at no charge to the Commission or the State. The Commission and the State Bar of Georgia shall be authorized to provide for a weblink from the website of the Georgia General Assembly and the website of the State Bar of Georgia to such free online Code at no charge. There shall be no charge to users for accessing the free online limited version of the Code. The Publisher shall track usage of the free online limited version of the Code, and after each year of publication, the Publisher shall provide usage reports to the Commission with usage and the effect, if any, on subscriptions to the Code in print and on CD-ROM.

(b) The free online limited version of the Code shall be accessible to the public 24 hours per day, 7 days per week. In no event shall a user be required to register, log-in, establish a username or password, or agree to any terms of usage in order to access the free online limited version of the Code; provided, however, that the Publisher may post reasonable terms of usage on its Internet site containing the free online limited version of the Code. The free online limited version of the Code shall include, at a minimum, the following: statutory text; numbering of all statutory sections; numbers of titles, chapters, articles, parts, and subparts; catchlines, captions, and headings; title and chapter analyses; history lines; and repeal lines. The free online limited version of the Code shall be fully searchable, including text in the catchlines, captions, and headings and shall also be accessible by links from the table of contents. No case annotations or research references are required to be included in the free online limited version of the Code.

(c) No claim of copyright or any copyright interest, including symbols or notations, by the Commission or the Publisher shall be included in any manner on the website displaying the free online limited version of the Code.

(d) The Publisher shall provide the Commission with all state content, or any portion thereof, if requested by the Commission, to be used on a website maintained by the State.

**X. Paragraph 4.2 of the Agreement is hereby revised to read as follows:**

**4.2 Internet Access to Georgia Code.**

The free online limited version of the Code, as provided for in Paragraph 2.5 of this Agreement, shall be made updated no later than thirty (30) days following the date of publication of the annual supplements and other update materials.

**XI. Section 6 of the Agreement is hereby revised to read as follows:**

**6. COPYRIGHT.**

Publisher shall have sole rights to any and all copyrightable elements of supplementary content included in the Code pursuant to Sections 1.6 or 1.7 of this Agreement. The Commission shall have no copyright or other claim whatsoever in such supplementary content. The Publisher shall have no copyright or other claim whatsoever in state content included in the Code pursuant to this Agreement. Publisher shall be solely responsible for the defense or initiation of any actions relating to any copyright rights of the Publisher for any supplementary content included in the Code pursuant to this Agreement.

**XII. Section 7 of the Agreement is hereby revised to read as follows:**

**7. SUPERVISION.**

If there is any disagreement as to state content or other material, excluding supplementary content included pursuant to Sections 1.6 or 1.7 of this Agreement, to be included in the Code, the Publisher shall abide by and follow the decision of the Commission as communicated by the Commission staff. If there is any other dispute between Publisher and the Commission concerning publication of the Code or Publisher's duties or performance under this Agreement, the decision of the Commission shall prevail, except as otherwise provided for in Section 1.6 and 1.7 of this Agreement, in which case, the Publisher shall have sole editorial control.

**XIII. Paragraph 8.1 of the Agreement is hereby revised to read as follows:**

**8.1 Publisher's Right to Publish and Sell.**

(a) Except as otherwise provided in this Agreement, Publisher is granted the exclusive right to distribute and sell in printed, bound book format sets and volumes of the Code as well as the exclusive right to publish, distribute, and sell printed annual supplements and periodic printed replacement volumes to the Code from March 2, 2007 through the term of this Agreement. Notwithstanding any rights granted pursuant to this Agreement, Publisher does not and shall not have any exclusive right to any of the state content included in the Code.

(b) Ninety (90) days prior to the termination of the Publisher's right to sell and distribute the Code under this Agreement, a successor publisher shall have non-exclusive rights to distribute and sell any inventory of the Code that the successor publisher purchases pursuant to subparagraph (c) of Paragraph 9.6. During this same period, the Publisher shall have non-exclusive rights to distribute and sell any existing inventory of the Code that the successor publisher does not purchase.

**XIV. Paragraph 8.2 of the Agreement is hereby revised to read as follows:**

**8.2 State Agencies.**

(a) Notwithstanding the provisions of Paragraph 8.1, any department or agency of the state shall have the right to reproduce and distribute or sell any one or more titles or parts of titles of the Code (including state content and supplementary content) which are administered by, or substantially related to the administration of, that department or agency.

(b) Subparagraph (a) of this Paragraph does not impose any burdens or responsibilities on the Publisher nor does it preclude the Publisher from entering into a separate agreement, or agreements, with any department or agency of the state to reproduce and distribute or sell on behalf of such department or agency any one or more titles or parts of titles of the Code, including any supplementary content in which the Publisher owns the copyright.



**XV. Paragraph 8.3 of the Agreement is hereby revised to read as follows:**

**8.3 Reprint of Selected Portions.**

The Publisher may reprint selected portions of state content from the Code in other publications it might publish for use by the bench and bar of Georgia; e.g., a practice manual which includes selected statutes from the Code.

**XVI. Paragraph 8.4 of the Agreement is hereby revised by amending subparagraph (c) to read as follows:**

(c) The Publisher may republish selected portions of state content from the Code in other electronic publications it might publish for use by the bench and bar of Georgia; e.g., a practice manual which includes selected statutes from the Code.

**XVII. Paragraph 8.6 of the Agreement is hereby revised to read as follows:**

**8.6 Reservation of Rights.**

(a) Other than those rights expressly granted the Publisher in this Agreement with respect to supplementary content, all right, title, and interest in and to the Code and all materials comprising the Code, including without limitation those materials prepared and created by the Publisher for inclusion in the Code, shall remain with the State of Georgia and the Publisher is granted no rights with respect to the Code other than as expressly set forth in this Agreement. Except for the rights contained in Section 6 of this Agreement, any and all rights granted to the Publisher in this Agreement with respect to the Code are to be construed as a license and such license shall not limit the ability of the State of Georgia to grant or enter into other licenses or Agreements not in conflict with the licenses granted in this Agreement.

(b) Except as otherwise provided in this Agreement, the Commission shall have the exclusive right to sell, license, or otherwise permit the Publisher or third parties to use the Code in any electronic, microfilm, microform, or other format. Except as otherwise provided in this Agreement, the Publisher shall not have any right to distribute the Code in electronic or other format or to sell, license, or otherwise permit third parties to use the Code in electronic or other format, except to the extent that such rights may be granted to the Publisher by the Commission upon such terms as may be approved by the Commission.



**XVIII. Paragraph 9.1 of the Agreement is hereby revised to read as follows:**

**9.1 Term.**

This Agreement shall take effect December 1, 2006, and shall remain in effect until March 1, 2022, unless terminated earlier pursuant to Section 9 of this Agreement. The Commission retains an option to renew this Agreement for a five-year term or on a year-to-year basis on or after March 1, 2022.

**XIX. Paragraph 9.5 of the Agreement is hereby revised to read as follows:**

**9.5 Termination of Rights.**

Upon expiration or termination of this Agreement, all rights granted to the Publisher under this Agreement will cease and terminate; provided, however, the Publisher shall retain all copyright interests in any copyrightable portions of the supplementary content it produced during the term of this Agreement. Further, upon termination of this Agreement the Publisher will cease all publication and sale of the Code, CD-ROM Edition, and on-line licensing except as otherwise provided in this Section 9. The Publisher will have the right to sell its remaining inventory of the Code in accordance with the terms and conditions of subparagraph (c) of Paragraph 9.6 and will have the right to license, market, and sell its remaining inventory of the CD-ROM Edition for a period of 120 days following expiration or termination of this Agreement. Neither party hereto will be liable to the other party hereto for damages, losses, costs, or expenses of any kind or character whatsoever arising from the termination or expiration of this Agreement whether such damages, losses, costs, or expenses arise from the loss of prospective sales or expenses incurred or investments made in connection with the establishment, development, or maintenance of the Publisher's business or any other reason whatsoever; provided, however, that such termination or expiration will not affect any claim, demand, liability, or right of either party hereto arising pursuant to this Agreement prior to such termination or expiration or after such termination or expiration in connection with the sale by the Publisher of its remaining inventory of the Code and CD-ROM Edition.

**XX. Paragraph 9.6 of the Agreement is hereby revised to read as follows:**

**9.6 Transition.**

(a) If this Agreement expires or is terminated pursuant to this Section 9, the Publisher shall cooperate in any transition to a successor publisher. In facilitating such transition, the Publisher shall provide the successor publisher or the Commission with an electronic format of the entire state content of the Code in such format and coding as specified by the successor publisher or the

Commission. Such electronic format shall be provided to the successor publisher or the Commission no later than sixty (60) days after the expiration or termination of this Agreement.

(b) Ninety (90) days prior to the termination of the Publisher's right to sell and distribute the Code under this Agreement, the Publisher shall provide to the Commission for use by the Commission and the successor publisher a complete, then current list of the Publisher's subscribers to the Code.

(c) Ninety (90) days prior to the termination of the Publisher's right to sell and distribute the Code under this Agreement, the Publisher agrees to sell its existing inventory of the Code or such portion of its existing inventory of the Code as the successor publisher wishes to purchase to the successor publisher at the Publisher's cost, including all manufacturing and editorial costs, not to exceed 80 percent of the retail prices. Any dispute as to the Publisher's inventory cost shall be resolved through good faith negotiations between the Publisher and the successor publisher.

**XXI. Except as set forth in this Amendment, all terms and conditions of the agreement remain in full force and effect.**

---

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the date first above written.

CODE REVISION COMMISSION  
of the State of Georgia

MATTHEW BENDER & COMPANY, INC.,  
a Member of the LexisNexis Group

BY:

  
William Ligon  
Chairperson

BY:

  
Anders Ganten  
Title: Sr. Director