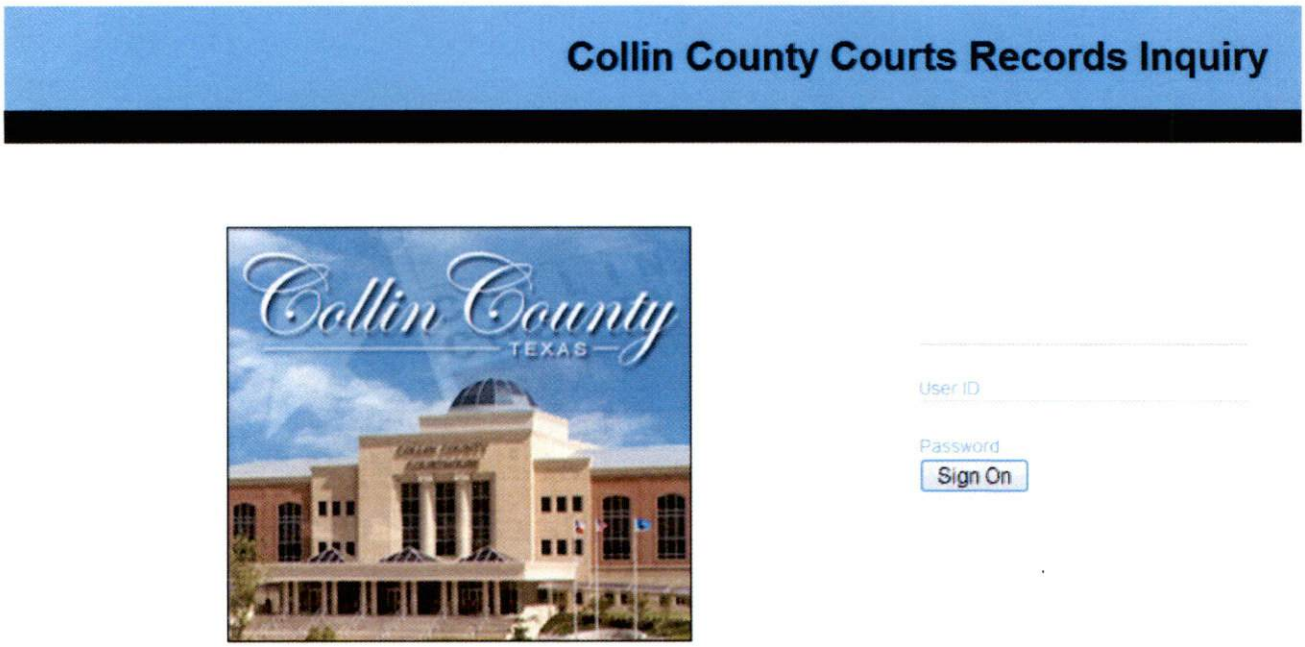
COLLIN COUNTY

Collin County Texas
Internet Based Records and File Access
Subscriber Agreement

Subscription Details:

The Attorney Online Subscription includes access to District Clerk (Civil, Family & Criminal), County Court at Law Clerk (Civil, Probate & Criminal), and Justice of the Peace (Civil and Criminal) records through a secured internet website that's created by the three Functional Analysts of these departments. The secured site allows for the user to view case documents and print unofficial copies. They also have the ability to view party record information along with the address, financials and all court documents that are filed within those offices. A case index feature is available on the site. Ex: Criminal Index will generate all criminal cases from the District Office, County Clerk Office, and Justice of the Peace Office – it becomes a combined criminal index with all the departments that have criminal cases. There is no filter by departments on the index since the secured site has access to three offices.

One of the three Functional Analysts will setup the secured account and email the attorney with their user ID and password along with a link to the website.



Pages 1-7 of the agreement are for the attorney's records. The attorney will fill out page 8 and send this information in along with a form of payment to begin the processing of the account.

I. WEB-BASED ACCESS TO CASE RECORDS, TERM AND TERMINATION

1.01 Type of Access

The Subscriber, an attorney duly licensed in the State of Texas, desires to access certain records, data and files held by the Clerks' offices and Justices' of the Peace by using an internet or web connection. Collin County has agreed to allow authorized Subscribers access to such information. Civil and Criminal judicial case files will be accessible to a Subscriber on a password-restricted basis.

1.02 Exceptions to Access

The Clerks' and the Judiciary of Collin County reserve the right to restrict access to any files or portions of files that are deemed to be confidential by law or security-sensitive without notice to the Subscriber. The Subscriber agrees and understands that certain information and/or records included in these files may be unavailable by law or court order.

1.03 Ownership of Information

The Subscriber agrees that much, if not all, of the information to be accessed through this Agreement consists of records of the judiciary, and such records, including the format in which they are disclosed are subject to the ultimate control of the Judiciary of Collin County and their custodians of records and or Clerks. The Subscriber shall have no ownership of any records, data or files accessed pursuant to this Agreement.

1.04 Term

This Agreement is effective for one (1) year from the effective date set out in section 6.07 below and is automatically renewed for additional periods of one (1) year unless terminated as set forth in 1.05 or 1.06 below.

1.05 Termination by Written Notice

This Agreement may be terminated by either party upon written notice to the other party.

1.06 Automatic Termination

This Agreement may be terminated automatically (without notice) if the Subscriber fails to follow any terms or conditions of this Agreement and/or fails to renew this Agreement on renewal date by tendering the renewal fee set forth in section 2.01 below.

II. COST, BILLING, AND PAYMENT

2.01 Fees

The Subscriber shall pay a yearly non-refundable fee. The initial fees are due at the time this Agreement is submitted to Collin County and may be paid by cash or check made payable to "Collin County, Texas" and delivered to the address specified below.

Law Firms of more than ten (10) attorneys:	$300.00 Annually
Law Firms of six (6) to ten (10) attorneys:	$240.00 Annually
Law Firms of two (2) to five (5) attorneys:	$180.00 Annually
Sole Practitioners:	$120.00 Annually
Email Notifications (per attorney)	$ 20.00 Annually

Each attorney within the firm must fill out their own subscriber agreement below with their information.

Example: For a firm size of 2 – 5, each attorney within the firm will fill out their own subscriber agreement. All agreements will be submitted at once with one form of payment (check or cash) in the amount of $180.00.

A renewal fee in the same amount as the initial fee shall be paid by the Subscriber on or before each anniversary of this Agreement and must be submitted to the address specified below. No invoice, bill or reminder notice will be sent.

No refunds of subscription fees shall be made regardless of whether this Agreement is terminated prior to the end of any term.

- Payments shall be made payable to: Collin County, Texas
- If mailing payment – please mail to one of the following addresses listed below
- If paying in person – please visit one of the following offices listed below

Carol Bielamowicz – District Clerk Office
2100 Bloomdale Road, Suite 12132
McKinney, Texas 75071
972-548-4720

Sheryll Tilley – County Court at Law
2100 Bloomdale Road, Suite 12165
McKinney, Texas 75071
972-548-6445

Jessica Griffith – Justice of the Peace Office
2300 Bloomdale Road, Suite 1164
McKinney, Texas 75071
972-548-4169

2.02 Changes in Fees

The Clerks' and Justices' of the Peace reserve the right to change the fees set forth in 2.01. In the event of a change, the Subscriber will be provided with a notice of such. If the Subscriber does not want to pay the new fees, their sole option is to terminate the Agreement.

III. EQUIPMENT AND SYSTEM REQUIREMENTS

3.01 System Requirements and Procedures to be set by Collin County

The Subscriber shall comply with any specific system requirements, whether hardware, software or specific procedures as may be required by Collin County to participate in this Agreement.

3.02 Equipment

The Subscriber is responsible for his or her own computer equipment and internet access provider. They shall be responsible for assuring the proper use, maintenance and supervision of his or her equipment.

IV. INDEMNITY, SECURITY AND INFORMATION INTEGRITY

4.01 Indemnity and Release of Liability

The Subscriber agrees that Collin County, the Clerks' and Justices' of the Peace shall not be liable or responsible for any damage, injury or inconvenience to the Subscriber or Subscriber's clients, employees or agents, as a result of their use or access to the records, data or files. The Subscriber agrees to indemnify and to hold the Clerks' and Justices' of the Peace harmless from damages. The Subscriber assumes all responsibility for damages occurring as a result of the use or access of records, data or files pursuant to this Agreement.

4.02 Reliability of Information

The Subscriber understands and agrees that neither Collin County, the Clerks' nor the Justices' of the Peace have made extended, expressed or implied warranty that the records, data or files accessed by the Subscriber are accurate or correct. The Subscriber expressly releases the Clerks', Justices' of the Peace, Collin County and the Collin County Judiciary from any and all liability and/or damages resulting from incorrect information or data accessed by the Subscriber.

4.03 Inability to Access Information

Collin County, the Clerks', Justices' of the Peace and persons employed by those offices shall not be liable for Subscriber's inability or failure to access the web based system subject to this Agreement. In the event the Subscriber is unable to access the system, it is their sole and exclusive responsibility to terminate this Agreement.

4.04 Security System and Laws

The Subscriber acknowledges that the Clerks' and Justices' of the Peace employ an internet security system which is intended to prevent unauthorized persons from making use of the records, data and files. The Subscriber agrees they will not:

(a) access records, data or files without proper authorization; or
(b) disclose logon-ID and password or other details of security matters to any unauthorized person; or
(c) alter, damage or destroy any data stored on the Clerks' or Justices' of the Peace computer system; or
(d) attempt to gain access to information the Clerks' or Justices' of the Peace deem confidential in nature.

The Subscriber agrees to abide by all federal and state laws which relate to the use of or access to the Clerks' and Justices' of the Peace computer systems and the data stored therein.

4.05 Restrictions on Who May Access Information

Access to the Clerks' and Justices' of the Peace files, data and records is limited to the Subscriber and Subscriber's staff only. By subscribing to this service, the Subscriber agrees not to disclose their login and password information to anyone other than themselves and their staff. The Subscriber agrees to notify the Collin County IT department immediately if they become aware of a theft or unauthorized access to a password issued to them under this Agreement.

4.06 Password Integrity

The Subscriber agrees and understands that their password will be changed every ninety (90) days by the Collin County IT Department. They will receive the updated login information to the email address provided below.

V. RESPONSIBILITIES OF THE CLERKS' AND JUSTICES' OF THE PEACE

5.01 Assistance

Collin County IT Department shall provide assistance and answer questions of the Subscriber in order to assist with initial access and other access issues.

5.02 Right to Modify

The Clerks' and Justices' of the Peace reserve the right to add, modify, format or delete information available to the Subscriber. Each Clerk and each individual Justice of the Peace reserves the right to terminate this Agreement as to their respective records, data and files.

VI. MISCELLANEOUS PROVISIONS

6.01 Assignment

Neither party shall assign or subcontract this Agreement, or any portions hereof, without the written consent of the other parties.

6.02 Applicable Law

This Agreement shall be governed by the laws of the State of Texas, and the parties agree that the place of performance of all obligations of this Agreement is Collin County, Texas.

6.03 Notices

Any notice under this Agreement shall be in writing and sent to the addresses of all Parties listed below.

6.04 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

6.05 Authority of Parties

The Clerks', Justices' of the Peace and Subscriber whose signatures appear below have full authority to sign on behalf of and bind the Clerks', Justices' of the Peace and Subscriber to all terms of this contract.

6.06 Entire Agreement

This Agreement constitutes the entire agreement between the Clerks', Justices' of the Peace and Subscriber and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.

6.07 Effective for the Following Departments

This Agreement is effective to the following departments listed below

Stacey Kemp Collin County Clerk 2300 Bloomdale Rd., Suite 2104 McKinney, Texas 75071 Stacey Kemp	Lynne Finley Collin County District Clerk 2100 Bloomdale Rd., Suite 10353 McKinney, Texas 75071 Lynne Finley
Judge Paul Raleeh Justice of the Peace, Precinct 1 Collin County Administration Building 2300 Bloomdale Rd., Suite 1164 McKinney, Texas 75071 Judge Paul Raleeh	

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Subscriber Information Page

Return the Subscriber Information Page **"ONLY" (PER ATTORNEY(s))** to the offices' to process the account. The subscriber will keep the agreement rules and regulations on pages 1 – 7 and send in page 8.

This Collin County Internet Based File Access Subscriber Agreement is by and between Stacey Kemp, County Clerk of Collin County, Texas, Lynne Finley, District Clerk of Collin County, Texas, Justices of the Peace Precinct One, Two, Three-1, Three-2, and Four, and _____ **(attorney name)** and is made for the purpose of granting restricted internet access to records and case files within the Clerks' and Justices' of the Peace file systems.

Email Notification: YES or NO

(Email notifications are additional $20.00 extra per attorney plus the annual subscriber fee amount)

_____

Printed Name Date

_____

Signature

Address: _____

_____

_____

_____

Phone: _____

Email: _____

Bar ID Number: _____

Driver's License Number: _____

Photocopy of Drivers License and Bar ID must be attached to this page