



DENTON COUNTY ATTORNEY WEBACCESS

Denton County Texas Attorney WebAccess System Subscription Agreement

By his/her execution of the attached Subscription Agreement Signature Page, Subscriber, a duly licensed attorney in good standing with the State Bar of Texas, enters into this Attorney WebAccess System Subscription Agreement with Denton County, Texas.

Subscriber desires to access, via internet or web connection, certain public Denton County District, County and Justice Court records, data and files, which records, data and files are held and maintained by, respectively, the Denton County District Clerk, the Denton County Clerk, and Denton County Justices of the Peace, Precincts 1, 2, 3, 4, 5 and 6 (the "Custodians"). County will provide Subscriber with individual password-restricted access to the information described herein, under the terms and conditions set forth herein.

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

1.1 Access

A Denton County Attorney WebAccess System provides each subscribing attorney ("Subscriber") with access to certain Denton County District Court (Civil, Family and Criminal), County Court (Civil, Probate and Criminal) and Justice Court (Civil and Criminal) case records by way of an online portal maintained by Denton County. Through the portal, Attorney WebAccess Subscribers may view certain public case information, including financial information and court documents. A case index feature is available on the site, and each Subscriber may print unofficial copies of any court documents that he/she accesses. The Denton County District Clerk will serve as the Attorney WebAccess System Administrator (hereinafter "System Administrator") and will be responsible for Subscriber account creation, and for assigning and emailing to each Subscriber an individual user ID and password.

Exceptions to Access

Subscriber agrees and understands that Subscriber access under this Agreement is limited to case records/information that any member of the public could, upon request and payment of any applicable copy fees, view or copy in person at the office of the applicable Custodian. No access will be provided under this Agreement to any case record/information that is not publicly accessible. Non-publicly accessible information includes but is not necessarily limited to information that is sealed by court order or otherwise confidential by law. The applicable Custodian may, without limitation and without notice to Subscriber, restrict access to any such non-publicly available records, data, or files, or portions thereof.

Subscriber further agrees that the applicable Custodian may, without limitation and without notice to Subscriber, restrict access to any other records, data, or files, or portions thereof that the applicable Custodian deems security-sensitive.

1.2 Ownership of Information

Subscriber agrees all information to be accessed through this Subscription Agreement consists of records that by law are held, maintained, and subject to the control of the legal Custodians of those records (District Clerk: District Court and District Clerk records, County Clerk: County Court and County Clerk records, JPs 1-6: records of each respective Justice Court). Subscriber agrees and understands that he/she shall have no right of ownership in or control of any records, data or files or other information accessed pursuant to this Subscription Agreement.

1.3 Term

Subscriber Agreement shall become effective on the date Subscriber's account is created and terminate two (2) years from that date. Subscriber may renew this Agreement for additional two (2) year terms by providing, before the end of the then-current term, System Administrator (Denton County District Clerk) with both written notice of intent to renew and the applicable renewal fee. A Subscriber who does not provide such notice/fees before the end of the then-current term may subscribe again by executing a new Subscriber Agreement (and paying all applicable fees), provided his/her previous subscription was not terminated under Section 1.5 below.

1.4 Termination by Written Notice

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

1.5 Automatic Termination

County may without notice terminate this Subscriber Agreement if the Subscriber fails to comply with any of the terms or conditions of this Agreement.

2. COST, BILLING, AND PAYMENT

2.1 Fees

The subscription fee for each two-year subscription term is \$200 (but see Section 2.2 below), is nonrefundable, and may be paid in cash or by check made payable to "Denton County." Subscriber must fully complete and sign the attached Subscription Agreement Signature Page and submit it, along with the \$200.00 subscription fee payment, to the Administrator (Denton County District Clerk) at the address specified below.

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: Denton County
- If mailing payment, please mail to: Denton County District Clerk, PO Box 2146, Denton, TX 76202
- If paying in person: 1450 E. McKinney, Suite 1200, Denton, TX 76209

2.2 Fee Change Preceding Commencement of Renewal Term

In the event County elects to change the subscription fee, the System Administrator (District Clerk) will send notice of the new fee amount to all current Subscribers via the email address provided on the

Subscription Agreement Signature Page. Any such Subscribers who later elect to renew their subscription may do so only by paying the new fee amount.

3. EQUIPMENT AND SYSTEM REQUIREMENTS

3.1 System Requirements and Procedures to be set by Denton County

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

3.2 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.

4. INDEMNITY, SECURITY AND INFORMATION INTEGRITY

4.1 Indemnity and Release of Liability

The Subscriber agrees that County, its officers, employees, representative and agents, 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 Subscriber's use or access to the records, data or files under this Agreement. Subscriber agrees to indemnify and to hold County, its officers, employees, representatives and agents harmless from damages, including costs and attorneys fees. Subscriber assumes all responsibility for damages occurring as a result of the use or access of records, data or files pursuant to this Agreement.

4.2 Reliability of Information

Subscriber understands and agrees that County makes no express or implied warranty that the records, data or files accessed by the Subscriber are accurate or correct. Subscriber expressly releases County from any and all liability and/or damages resulting from incorrect information or data accessed by the Subscriber.

4.3 Inability to Access Information

Denton County 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, Subscriber's sole and exclusive remedy is termination of this Agreement. In the event Subscriber elects to terminate this Agreement due to an inability to access the System, Subscriber shall inform the System Administrator in writing to discontinue Subscriber's subscription.

4.4 Security System and Laws

Subscriber acknowledges that Denton County employs an internet security system that is intended to prevent unauthorized persons from making use of the records, data and files. The Subscriber agrees that he/she will not:

- a) access records, data or files without proper authorization; or
- b) disclose his/her individual user-ID and/or password to any unauthorized person; or
- c) alter, damage or destroy any data stored on the County's computer system; or
- d) attempt to gain access to information to which access has been restricted by the applicable Custodian.

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

4.5 Restrictions on Who May Access Information

The access provided under this Agreement is expressly limited to the individual Subscriber and, at Subscriber's election, employees of Subscriber's law practice. In no event shall Subscriber permit any other person to access the information or to view it while being accessed by Subscriber. Subscriber shall not share his/her user ID and/or password with any other person. Subscriber shall further not publish, post, or leave unsecured his/her User ID and Password. Subscriber agrees to immediately notify the Denton County Technology Services department if he/she becomes aware that his/her Subscription has been accessed or User ID and/or password obtained by any unauthorized person.

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

5.1 Assistance

The System Administrator (Denton County District Clerk) shall provide reasonable assistance to Subscribers seeking assistance with System access.

5.2 Right to Modify

Subscriber understands and agrees that the Custodians may add, modify, format or delete information available to the Subscriber.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment

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

6.2 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 Denton County, Texas.

6.3 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.

6.4 Entire Agreement

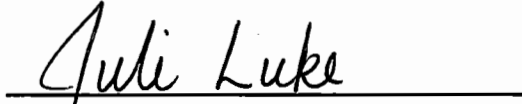
This Agreement constitutes the entire agreement between the County and Subscriber and supersedes all proposals, oral and written and all other communications between the parties in relation to the subject matter of this Agreement.

Pursuant to the authority set forth in Texas Local Government Code § 191.008, the following officers, as evidenced by their signatures below, authorize commissioners court to establish and adopt the following procedures for the use of an Attorney Web Access System.



Sherri Adelstein
Denton County District Clerk

Date 1/29/2016



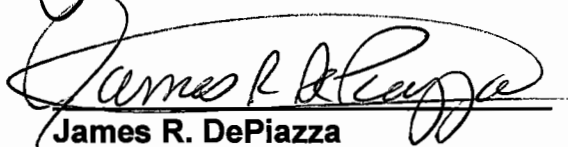
Juli Luke
Denton County Clerk

Date 2-9-16



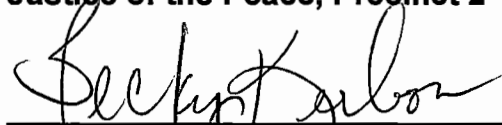
Joe Holland
Justice of the Peace, Precinct 1

Date FEBRUARY 11, 2016



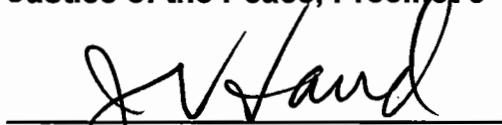
James R. DePiazza
Justice of the Peace, Precinct 2

Date 2/16/2016



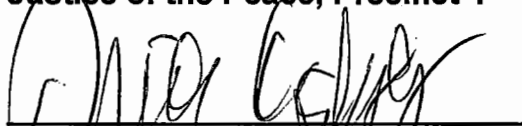
Becky Kerbow
Justice of the Peace, Precinct 3

Date 2/19/2016



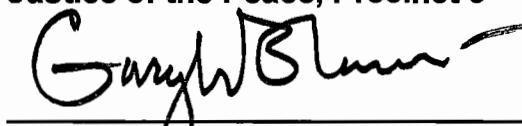
J. W. Hand
Justice of the Peace, Precinct 4

Date February 23, 2016



Mike Oglesby
Justice of the Peace, Precinct 5

Date 29 February, 2016



Gary Blanscet
Justice of the Peace, Precinct 6

Date March 2, 2016

**Denton County Texas
Attorney WebAccess System
Subscription Agreement**

Signature Page

Before access will be provided under Subscription Agreement, Subscriber must sign and complete this Signature Page in full and tender it and all subscription fees to the Denton County Distirct Clerk.

I acknowledge that I have read and agree to all terms and conditions set forth in the attached Denton County WebAccess System Subscription Agreement

Printed Name: _____

Date: _____

Signature: _____

Address: _____

City State Zip: _____

Phone: _____

Bar No.: _____

Fax: _____

DL No.: _____

Email: _____

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

Payments On-Line:

https://certifiedpayments.net/PaymentWizard_3.aspx

A 2.75% convenience fee (\$5.50) will be charged on the \$200.00 payment.

PLEASE DO NOT WRITE BELOW THIS LINE

OFFICE USE ONLY

Received: _____

Payment Type/Amount: _____

Login: _____

Temporary Password: _____

Date Notified: _____ Expiration date: _____