

## **SUBSCRIBER AGREEMENT FOR OFFICER OF THE COURT REMOTE ACCESS TO RADFORD CITY CIRCUIT COURT CASE IMAGING SYSTEM**

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Radford City Circuit Court Clerk's Office (Clerk's Office) and \_\_\_\_\_ (Subscriber).

### **1. Terms of Agreement**

a. It is the intent of both parties to participate in Office of the Court Remote Access (OCRA) to certain Radford City Circuit Court Clerk's Office civil and criminal case file records stored in the Supreme Court of Virginia's Case Imaging System (CIS) to commence on the day the Clerk's Office grants access (and assigns a Username and password, if the Subscriber does not already have one), and to continue until terminated as provided herein.

b. **Fees.** The fee for an individual subscriber is \$300 per year of \$50 per month. The fee is due upon issuance of the password.

The fee for a business/multi user subscriber is \$300 per year for the first user and \$275 for additional users. Monthly, \$50 per user. Payment must be made by the business/company and is due upon the issuance of the password. Individual applications must be included with the business application.

Fees are charged at the discretion of the Clerk and are due upon the issuance of the password. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received. All fees are subject to change.

### **2. Subscriber Options**

The Clerk provides one subscriber option: An online database system providing "inquiry only" access to all currently scanned circuit court criminal and civil cases, except those cases or parts of cases that are Restricted, Confidential or Sealed.

### **3. Days and Hours of Operation**

Access will generally be available seven days a week, twenty-four hours a day, including holidays, except during periods:

- a. of preventive and remedial maintenance;
- b. of operational issues beyond the control of the Clerk's Office; or
- c. when intrusions against security are being remedied.

### **4. Services**

The Clerk will provide Subscribers with "inquiry only" access to all currently scanned court case documents in its CIS except for those case files or parts of case files that are marked Confidential, Restricted or Sealed. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia. The Clerk will provide Subscribers with:

a. The current OCRA link on the Circuit Court Clerk's Web Page at - <http://cisweb.courts.state.va.us/OCRA>.

b. Limited consultation on specific problems that arise in the use of OCRA. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

c. Limited customer support, available (**Monday through Friday 8:30 am to 4:30 pm**) excluding Circuit Court holidays.

For questions regarding your account, subscriber fees or Subscribers, please contact the Clerk's Office at 540-731-3610.

## **5. Agency's Obligations**

a. It is the responsibility of Agency to provide each Subscriber his own computer hardware and software as necessary for the Subscriber to access OCRA.

b. Agency is responsible for ensuring that each Subscriber uses OCRA in a legal manner that is consistent with the Agreement. If a Subscriber is convicted of a crime, including, but not limited to a violation of the Virginia Computer Crimes Act (Sec 18.2-152.1) of the Code of Virginia), arising out of the use of OCRA, that Subscriber's continued use of OCRA shall constitute a material breach of this Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.

c. Agency is responsible for ensuring that unauthorized personnel do not use any of its Subscribers' account. Unauthorized personnel, for the purposes of this Agreement, shall be any person whom the Clerk's Office has not granted Subscriber's account for any reason. Access is STRICTLY one Username login for one Subscriber.

d. Information accessed from OCRA is solely for the use of Agency in the ordinary course of its governmental business. A Subscriber's use of information accessed from OCRA for personal reasons shall constitute a material breach of this Agreement, and the Clerk's Office shall have the right to terminate this Agreement in whole, or in reference to that Subscriber, immediately.

e. Agency and Subscriber have a duty to bring to the Clerk's attention any errors or omissions found in the scanned court case documents.

f. Agency shall not permit any data accessed through OCRA to be sold or posted on any other Internet website or in any way redistributed, except in connection with its governmental business, such as providing to a judge or another litigant in a case in which Agency is involved. The Clerk reserves the discretion to deny secure remote access to ensure compliance with this provision.

g. Agency is responsible for ensuring the security of its Subscriber's Username and passwords. If at any time Agency has knowledge of compromised security of a Subscriber's credentials, Agency shall IMMEDIATELY notify the Clerk.

h. Agency shall timely report termination of employment of any Subscriber, or any change in the information provided in the OCRA Application for any Subscriber.

## **6. Limits to the Clerk's Liability**

a. Agency and its Subscribers, as well as the Clerk's Office, are the only parties to this Agreement. No other person, or entity, including the County of Botetourt, and its Board of Supervisors, employees or agents, volunteers or servants, is intended to incur any right or obligations under this Agreement.

b. As provided in VA Code Section 17.1-293(G), the Clerk's Office and its employees shall be immune from suit arising from any acts or omissions relating to providing remote access on the Internet, unless the Clerk's Office was grossly negligent or engaged in willful misconduct.

c. The information or data accessed by Subscribers may not be the official government record required by law. In order to assure the accuracy of the data or information, Subscribers should consult the official government record.

d. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of any entity involved in this Agreement, or in the provision of remote access under this Agreement.

## **7. Warranties**

The Clerk's Office, its officials, employees, volunteers, servants or agents neither expressly nor impliedly warrant that the information or data accessed under this Agreement is accurate or correct. There are no expressed or implied warranties in connection with this service.

## **8. Assignment**

Subscriber agrees not to assign any right or interest in this Agreement. Any attempt by Agency to transfer by any means, any of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

## **9. Governing Law/Venue**

This Agreement, and any dispute arising therefrom, shall in all respects be governed by and interpreted in accordance with the law of the Commonwealth of Virginia, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia.

Any suit relating to or arising out of this Agreement shall be maintained in an appropriate court of competent jurisdiction in Radford City, Virginia.

## **10. Entire Agreement**

This Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this Agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

## **11. Notice**

Any notice or written communication of any kind required in connection with this Agreement shall be sent by Ann H. Howard from [ann.howard@radfordva.gov](mailto:ann.howard@radfordva.gov) or Angel Turpin from [angel.turpin@radfordva.gov](mailto:angel.turpin@radfordva.gov).

**12. Termination**

Either party may terminate this Agreement without cause with fifteen days' notice to the other.

The Clerk may terminate this Agreement for Agency's failure to provide correct or complete information on the application or any other breach of this Agreement. In the event of such termination, the Clerk shall notify Agency by email.

This Agreement shall terminate immediately if the Commonwealth of Virginia or the County of Botetourt fails to appropriate and continue funding for services provided under this Agreement.

**13. Severability**

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

\_\_\_\_\_

Signature of Responsible Person

DATE: \_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Agency

RADFORD CITY CIRCUIT COURT

ANN H. HOWARD, CLERK

\_\_\_\_\_

DATE: \_\_\_\_\_