

SUBSCRIBER AGREEMENT FOR CDC REMOTE ACCESS SERVICES

This agreement is made and entered into as of this _____ day of _____ 20____, by and between the Judicial Expense Fund of the Civil District Court for the Parish of Orleans ("Judicial Expense Fund")

and _____ ("Subscriber").

Services Provided : __ Court Information __ Mortgage/Conveyance Records

Terms and Conditions of Agreement

1. Terms of Agreement

It is the intent of both parties to participate in a remote access program to commence on the above date and to continue until terminated as provided herein.

2. Days and Hours of Operation

The subscriber shall be able to access a choice of two on-line database systems (hereinafter "CDC Remote Access"), seven days a week, 24 hours a day except:

1. for backup periods, every night from 10 PM to Midnight,
2. for periods of preventive maintenance; and
3. for such other periods of remedial maintenance as may be required.

The Judicial Expense Fund's Information Technology Center reserves the right to reduce CDC Remote Access service levels during unusual circumstances such as, but not limited to, "brown outs," emergency production requirements mandated by law or to accommodate the Information Technology Center production requirements, intrusions against security, and adverse operation impacts beyond the control of the Information Technology Center management.

3. Services

- a. The Judicial Expense Fund or its agents will provide the Subscriber with inquiry-only access to on-line database systems: Court information (Civil District Court and First City Court) and/or land records (Mortgage and Conveyance Offices).
- b. The Judicial Expense Fund, its employees or agents will assume responsibility for:
 1. Providing the Subscriber with one set of instructions in the use of CDC Remote Access, which will include a username and a password.
 2. Providing the Subscriber with limited consultation, via telephone on specific questions that arise in the use of CDC Remote Access, with response within 24 hours. However, the Judicial Expense Fund does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

4. Charges

The subscription cost is a non-refundable fee of \$500.00. This fee is to be paid annually by January 15th of each year. This fee will give the subscriber unlimited access to the desired database information. This amount will be pro-rated in six months intervals, from January to June at a rate of \$500.00 and from July to December at a rate of \$250.00. If not submitted by the January 15th deadline, the service will be discontinued until the renewal fee is remitted.

5. Subscriber's Obligations

1. It is the responsibility of the Subscriber to make any modifications to their existing equipment, which is necessary to effect access to CDC Remote Access.
2. The Subscriber will be responsible for ensuring that its location and/or its terminal are not used by unauthorized personnel to access information from CDC Remote Access. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Subscriber, its employees or anyone involved in the diagnosis of computer problems.

- a. Information accessed from CDC Remote Access is for the use of the Subscriber in the ordinary course of its business. The information is not intended or permitted to be used for commercial resale. In the event of breach of this subparagraph, the Judicial Expense Fund is entitled to seek injunctive relief restraining the Subscriber and/or to terminate this agreement upon fifteen days written notice to the Subscriber. This shall not be construed as prohibiting the Judicial Expense Fund from pursuing any other remedy available to it at law or equity for such breach.
- b. The Subscriber is responsible for ensuring that CDC Remote Access use by its employees is conducted in a proper and legal manner. If the Subscriber or one of its employees is convicted of a crime, including but not limited to a violation of the Louisiana Computer Related Crimes Statute (La. R.S. 4:73.1 thru 73.5), arising out of their use of CDC Remote Access, the Judicial Expense Fund shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Judicial Expense Fund from pursuing any other remedy available to it for such breach.

6. Connectivity

Access to the CDC Remote Access Service is available via www.ortleancscdc.com. Internet Explorer is required in order to access the CDC Remote Access Service.

7. Limitation of Liability

It is acknowledged by the Subscriber that the information to be accessed through CDC Remote Access is maintained and stored in a computer that is owned and operated by the Judicial Expense Fund of the Civil District Court of Orleans Parish. The Subscriber hereby relieves and releases the Judicial Expense Fund, its employees or agents from liability for any and all damages resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct.

The Subscriber hereby relieves, releases, and holds harmless the Judicial Expense Fund of the Civil District Court of Orleans Parish, employees and agents of any liability for any and all damages resulting from errors or omissions in the records accessed or any other misinformation accessed from this service.

8. Warranties

Neither the Judicial Expense Fund, nor its employees, or agents expressly or impliedly warrant that the information or data accessed by the Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service. All data is subject to change by the Clerk of Court at any time. Access to data is not intended to be a substitute for official certification by the Clerk of Court.

9. Termination

- a. This agreement may be terminated without cause by either party with fifteen days written notice to the other.
- b. This agreement may be terminated by the Judicial Expense Fund without notice for the Subscriber's failure to comply with the terms of this agreement, failure to make payments, or breach of contract.

Subscriber:

Judicial Expense Fund:

Title

Title

Date

Date