

Master Subscription Agreement for Governmental Use of CourtNet

Your access as a government entity to use CourtNet computer assisted Kentucky court case research service is subject to the approval of the Administrative Office of the Courts and the terms of the agreement below ("Agreement").

SECTION 1. RECITALS

WHEREAS, state, local and federal government entities (hereafter "Agency") are in need of electronic access to court records in furtherance of the public interest;

WHEREAS, the Agency represents that its organization is a governmental entity defined as:

Choose one:

() the state government of the Commonwealth of Kentucky and its instrumentalities

____ Cabinet number ____ Department Number
____ Agency Name
____ Address

() a county government and its instrumentalities
____ Organization Name
____ Address

() a city or municipal government and its instrumentalities
____ Organization Name
____ Address

() a city-urban (merged) government and its instrumentalities; or
Lexington-Fayette Urban Co. Gov Organization Name
200 E. MAIN STREET Address
Lexington, KY 40507

() the federal government of the United States of America and its instrumentalities.
____ Organization Name
____ Address

WHEREAS, the Kentucky Administrative Office of the Courts ("AOC") is the administrative arm of the Kentucky Court of Justice ("KCOJ");

WHEREAS, the AOC has developed CourtNet, an electronic database with the ability to collect court information from the local case management systems in all Kentucky counties; and

WHEREAS, the Agency desires access to CourtNet,

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the authorized Agency hereby agrees to the following provisions.

SECTION 2. GOVERNING TERMS

- 2.1 The Agency requests 1 User licenses pursuant to this Agreement.
- 2.2 By accepting this Agreement, the Agency affirms the following:
 - 2.2.1 The User licenses requested by the Agency will be allocated to employees of the Agency who will access CourtNet and CourtNet data solely to perform a governmental function consistent with the business of the Agency.
 - 2.2.2 The number of licenses requested by the Agency accurately reflects the number of employees who will access CourtNet on behalf of the Agency.
 - 2.2.3 Agency employees who are not allocated a User license will not access CourtNet.
- 2.3 Employees of the Agency are governed by the terms and conditions of the individual CourtNet User Agreement attached hereto as "Attachment 1". In the event of inconsistencies between this Agreement and the individual CourtNet User Agreement, the terms of this Agreement will control.
- 2.4 Users designated by the Agency shall receive an increased level of access to CourtNet as approved by AOC. Levels of access vary by Agency but generally include civil and criminal records, limited access to personal identifiers, and access to statewide records. To the extent that Agency level of access includes confidential cases, the Users may only utilize the system to view information pertaining to his or her client and/or case(s) and any other use is specifically prohibited.
- 2.5 The Agency may allow its Users to disseminate CourtNet information to administrative employees within the Agency (i.e. legal assistants, paralegals, management, etc.) as may be necessary to assist the Agency with the efficient performance of a governmental function assigned to it by law or court rule, provided that the Agency develop procedures and safeguards to prevent the further dissemination of CourtNet data outside of the Agency.
- 2.6 The Agency shall not sell for profit or otherwise permit access into CourtNet or sell for profit otherwise permit access to the data obtained in CourtNet to third parties or otherwise disseminate information contained in CourtNet to anyone except the Agency's client and court officials within the KCOJ. Dissemination of information obtained from CourtNet in violation of this paragraph or Paragraphs 2.4 or 2.5, above shall result in the immediate termination of the Agency's CourtNet access by the AOC.
- 2.7 CourtNet data may not be used: (1) to conduct a criminal background check search for volunteer or employment purposes; (2) to determine eligibility for government programs or grants; (3) for statistical purposes; (4) for commercial or personal use; or (5) for any other unspecified public or private purpose.
- 2.8 The Agency shall maintain CourtNet records, whether (1) printed, copied, or pasted from the CourtNet website; (2) electronic; or (3) stored in another medium; in a secure environment to prevent any unauthorized access to, or use of, CourtNet data. The Agency shall take all appropriate action to insure the protection, confidentiality and security of CourtNet data.

- 2.9 The AOC may immediately terminate the Agency's Master Subscription Agreement or CourtNet access for any individual User if the Agency or its Users or employees violate or appear to violate any term of this Agreement or any statute, administrative regulation, KBA or court rule, or procedure or policy adopted by the Chief Justice, the Supreme Court of Kentucky, the AOC, or any other entity of the KCOJ. The AOC may avail itself of all remedial measures available at law or equity for violation of this Agreement, including, but not limited to, criminal prosecution.
- 2.10 The Agency acknowledges that its usage of CourtNet will be monitored or audited by the AOC to ensure the Agency's compliance with this Agreement. This monitoring is not prohibited by attorney-client privilege. This monitoring does not alleviate the Agency of its own responsibility to monitor and ensure the appropriate usage of access by its employees under the terms of this Agreement.
- 2.11 Access to CourtNet will be provided via the Internet. It is the responsibility of the Agency and/or its Users to obtain Internet access and the appropriate browser software.
- 2.12 The AOC may, at any time, with or without notice, modify, enhance or delete databases, features, and/or services.

SECTION 3. BILLING AND PAYMENT

- 3.1 The Agency shall be invoiced \$10 per User license per month regardless of account activity. Refunds, pro rata or otherwise, will not be issued.
- 3.2 License Additions. The Agency may add licenses at any time by emailing CourtNetadmin@kycourts.net. Any additions will be assessed monthly and reflected on the next invoice.
- 3.3 The Agency shall be invoiced and submit payment:
 semiannually (July, January)
 annually (July)
- 3.4 Invoices will be sent to the Agency's designated fiscal officer via email. Payment of all amounts shall be due upon receipt of the invoice. If all amounts are not paid within forty-five (45) days of the invoice, the AOC reserves the right to deactivate accounts without further notice to the Agency.
- 3.5 State Agencies shall submit payment to AOC via inter account transfer. All other governmental users shall submit payment via check.

SECTION 4. AGENCY RESPONSIBILITY

- 4.1 The Agency is responsible for maintaining the identification numbers and passwords for its Users. The Agency understands and acknowledges that its identification numbers and passwords are for the Agency's use only and the Agency is prohibited from selling or otherwise revealing its

CourtNet passwords to a third party or parties. The Agency is responsible for deactivating User accounts immediately upon separation of employment.

4.2 **The Agency is responsible for monitoring the appropriate usage of CourtNet by the Agency's Users.** The Agency shall ensure that all Users are aware of the responsibilities imposed by this Agreement and the individual User Agreement and the terms of any Agency internal procedures and safeguards for dissemination of information pursuant to subsections 2.4 and 2.5 of this Agreement. **The Agency shall be responsible for all violations of this Agreement made by its Users.**

4.3 The Agency assumes responsibility for the authentication of its Users, assumes all responsibility for password reset of the Agency's Users, and assumes financial responsibility of its accounts.

4.4 The Agency shall designate the following persons, which shall be identified below. The Agency may make changes to these initial designations electronically via the CourtNet application.

4.4.1 Agency Administrative Lead – Responsibilities include, but are not limited to, designating authorized Users, designating additional Administrative Lead(s), ensuring that identities of the Administrative Lead(s) and Fiscal Officer are current, and activating and deactivating User accounts. The Agency Lead will work with AOC to ensure that Agency access settings are accurate.

Name: Linda Taylor

Address: Probation & Court Services

1155 Red Mile Place, Lexington, KY 40504

Phone: 859.246-4322

Email: LindaT@LexingtonKY.gov

4.4.2 Fiscal Officer – Single point of contact with AOC Division of Accounting. Responsibilities include, but are not limited to, ensuring that payments are received by AOC in the timeframe set forth in this Agreement, and working with the Agency Administrative Lead to ensure that accounts are maintained and Users are properly activated and deactivated.

Name: Paula Campbell

Address: Division of Youth Services

1177 Red Mile Place, Lexington, KY 40504

Phone: 859.246-4383

Email: paulac@LexingtonKY.gov

SECTION 5. DISCLAIMER

The Agency acknowledges that CourtNet information is not an official court record and that information obtained from CourtNet may not reflect the true status of court cases. The AOC makes no warranties as to the accuracy or completeness of the information contained in CourtNet data. CourtNet records shall not serve as a substitute for an AOC background check. Each individual user is solely responsible for seeking official records from the AOC and/or court and verifying information received from CourtNet. The KCOJ, the AOC, and their officials or employees shall not be liable to the Agency, or to any third party, for any damage whatsoever arising out of the use of CourtNet. The Agency acknowledges that the absence of a record associated with a particular person does not mean that no CourtNet or court records exist in the Commonwealth of Kentucky for that person. No warranties are to be implied with respect to the information, services or computer programs made available under this Agreement.

SECTION 6. INDEMNIFICATION

- 6.1 Except for state agencies, the Agency shall indemnify and hold harmless the KCOJ, the AOC, and their officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability for damages by reason of, or arising out of, the use of CourtNet by the Agency and its employees.
- 6.2 It is understood and agreed that a state agency shall not be liable to any person or entity except provided by Kentucky law. Any claim against a state agency including the KCOJ by any person or entity shall be subject to review in the Board of Claims pursuant to KRS Chapter 44. Neither the state agency nor the KCOJ waive sovereign immunity by the terms of this agreement.
- 6.3 Non-waiver. The failure of the AOC to enforce any of the provisions of this Agreement or any right or remedy available hereunder at law or in equity, or to exercise any option herein provided shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement.

SECTION 7. CHOICE OF LAW AND FORUM

- 7.1 All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- 7.2 Any legal action brought on the basis of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

SECTION 8. SEVERABILITY CLAUSE

If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

SECTION 9. CANCELLATION CLAUSE

- 9.1 This Agreement may be terminated without cause by the Agency or the AOC.

9.2 The AOC may deactivate the Agency's account for nonpayment or violations of this Agreement pursuant to the terms of this Agreement.

9.3 The Agency may terminate this Agreement by sending an email to CourtNetadmin@kycourts.net, which shall include the Agency's name, account number, and a statement that it is the Agency's intention to cancel its Master Subscription to CourtNet.

SECTION 10. DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signature below and shall remain in effect until terminated by either party.

AGREED TO BY:

Government Agency Signature

Date

Printed Name and Title