

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR CIVIL LEGAL SERVICES ORGANIZATIONS

THIS AGREEMENT is entered into by and between

_____,
(Civil Legal Services Subscriber Name)

of _____,
(Civil Legal Services Subscriber Address)

(hereinafter "Civil Legal Services Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of _____,
25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Civil Legal Services Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Civil Legal Services Subscribers solely for certain use as permitted herein. Civil Legal Services Subscriber desires to use Court Data Services, and the Court desires to provide the same, to organizations that provide civil legal representation services and receive grant funding from the Supreme Court's Legal Services Advisory Committee, which funding supports the legal services provided to the organizations' clients.

Court Data Services are defined in the Definitions section of this Agreement, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Civil Legal Services Subscriber without the prior approval of the appropriate court or record custodian. Civil Legal Services Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Civil Legal Services Subscriber's "Legitimate Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Civil Legal Services Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Civil Legal Services Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Civil Legal Services Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Organization Account Manager” means the Civil Legal Services Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Civil Legal Services Subscriber and the Court; (2) maintaining a current list Civil Legal Services Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Civil Legal Services Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Civil Legal Services Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “MNCIS Login Accounts” means a digital login account created for and provided to the Civil Legal Services Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

2.3 “Court Data Services Databases” means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

2.4 “Court Data Services Programs” means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

2.5 “Court Records” means all information in any form made available by the Court and/or its affiliates to Civil Legal Services Subscriber for the purposes of carrying out this Agreement, including:

- 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Civil Legal Services Subscriber Records”** means any information in any form made available by the Civil Legal Services Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Civil Legal Services Subscriber’s Individual Users”** means Civil Legal Services Subscriber’s employees whose use or access of Court Data Services, as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.
- 2.9 **“Legitimate Business Need”** means a requirement, duty or obligation for the efficient performance of tasks or responsibilities and as required or authorized for the sole purpose of providing civil legal representation to the qualifying clients of the organization.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Civil Legal Services Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Civil Legal Services Subscriber may need to procure separately to use Court Data Services.

- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Civil Legal Services Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Civil Legal Services Organizations, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Civil Legal Services Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

3. DATA ACCESS SERVICES PROVIDED TO CIVIL LEGAL SERVICES ORGANIZATION. Following execution of this Agreement by both parties, Civil Legal Services Subscriber will be offered access to the Court Records (including Court Documents) as authorized by court order.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Civil Legal Services Subscriber and Civil Legal Services Subscriber’s Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Civil Legal Services Subscriber or Civil Legal Services Subscriber’s Individual Users for personal or non-official use, or any use that is not a “Legitimate Business Need” as defined herein, is prohibited.
- 4.1.3 Civil Legal Services Subscriber and Civil Legal Services Subscriber’s Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Civil Legal Services Subscriber or Civil Legal Services Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Business Need" as defined herein, is prohibited.
- 4.2.3 Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Business Need.

4.4 Training. Civil Legal Services Subscriber shall provide Civil Legal Services Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate Business Need by Civil Legal Services Subscriber or Civil Legal Services Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Civil Legal Services Subscriber or Civil Legal Services Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Civil Legal Services Subscriber or Civil Legal Services Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users and may include the suspension of access or termination of access for Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Civil Legal Services Subscriber agrees:

- 5.1** To not disclose Court Confidential Information to any third party except where necessary to carry out the Civil Legal Services Subscriber's Legitimate Business Need as defined in this Agreement.
- 5.2** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Civil Legal Services Subscriber's obligations under this Agreement.
- 5.3** To limit the use of and access to Court Confidential Information to Civil Legal Services Subscriber's Individual Users. Civil Legal Services Subscriber shall advise Civil Legal Services Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Civil Legal Services Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Civil Legal Services Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4** That, without limiting Clause 1 of this Agreement, the obligations of Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Civil Legal Services Subscriber.
- 5.5** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users under this Agreement, such obligations of Civil Legal Services Subscriber and Civil Legal Services Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6** That, a violation of Civil Legal Services Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Civil Legal Services Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Civil Legal Services Subscriber and/or Civil Legal Services Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

- 6.1 Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Civil Legal Services Subscriber with Court Case Information

under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Civil Legal Services Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Civil Legal Services Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Civil Legal Services Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Civil Legal Services Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 Requirement to Advise Civil Legal Services Subscriber's Individual Users. To affect the purposes of this Agreement, Civil Legal Services Subscriber shall advise each of Civil Legal Services Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 Required Acknowledgement by Civil Legal Services Subscriber's Individual Users.

7.2.1 Civil Legal Services Subscriber shall require each of Civil Legal Services Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Civil Legal Services Subscriber's Individual Users must be obtained prior to submitting this Agreement to the Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Civil Legal Services Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Civil Legal Services Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Civil Legal Services Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Civil Legal Services Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Organization Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Civil Legal Services Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Civil Legal Services Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Civil Legal Services Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Civil Legal Services Subscriber in the same manner as Court Confidential Information. In addition, Civil Legal Services Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Civil Legal Services Subscriber prior to Civil Legal Services Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Civil Legal Services Subscriber without reference to or use of

information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Civil Legal Services Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Civil Legal Services Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Civil Legal Services Subscriber will advise Civil Legal Services Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Civil Legal Services Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Civil Legal Services Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Civil Legal Services Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Civil Legal Services Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Civil Legal Services Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. INJUNCTIVE RELIEF; LIABILITY. Civil Legal Services Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Civil Legal Services Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Civil Legal Services Subscriber of its obligations. Therefore, Civil Legal Services Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Civil Legal Services Subscriber or Civil Legal Services Subscriber's Individual Users without the

necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Civil Legal Services Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Civil Legal Services Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Civil Legal Services Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law.
11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Civil Legal Services Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Civil Legal Services Subscriber set forth in this section are in addition to the other obligations of the Civil Legal Services Subscriber set forth elsewhere in this Agreement.
 - 12.1 **Judicial Policy Statement.** Civil Legal Services Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Civil Legal Services Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Civil Legal Services Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.
 - 12.2 **Access and Use; Log.**
 - 12.2.1 Civil Legal Services Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Civil Legal Services Subscriber's Individual Users or by means of Civil Legal Services Subscriber's equipment or passwords, whether or not Civil Legal Services Subscriber has knowledge of or authorizes such access and use.
 - 12.2.2 Civil Legal Services Subscriber shall also maintain a log identifying all persons to whom Civil Legal Services Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Civil Legal Services Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Civil Legal Services Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
 - 12.2.3 Civil Legal Services Subscriber, through the Organization Account Manager, shall promptly notify the Court when Civil Legal Services Subscriber's

Individual Users with individual logins should have accounts added or deleted. Upon Civil Legal Services Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Civil Legal Services Subscriber.

12.2.4 The Court may conduct audits of Civil Legal Services Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Civil Legal Services Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Civil Legal Services Subscriber.

12.3 Personnel. Civil Legal Services Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Civil Legal Services Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Civil Legal Services Subscriber, through the Organization Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Civil Legal Services Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Civil Legal Services Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Civil Legal Services Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Civil Legal Services Subscriber and pursue all available legal remedies. Civil Legal Services Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Civil Legal Services Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE

IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

- 15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
- 16. RELATIONSHIP OF THE PARTIES.** Civil Legal Services Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Civil Legal Services Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Civil Legal Services Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
- 18. NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or 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. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- 20. SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Civil Legal Services Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Civil Legal Services Subscriber.

22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Civil Legal Services Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. CIVIL LEGAL SERVICES
SUBSCRIBER
Civil Legal Services Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) _____

Title _____

Office _____

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Information Technology
Division of State Court
Administration

Office _____

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Organization identified below that I work for has contracted with the Office of State Court Administration (the “Court”) for the access and use of the Court’s Records and Documents. Under that contract, the Organization is required to have employees sign the written acknowledgment below before they are permitted access.

I, _____, as an employee of

_____ (“the Organization”), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Civil Legal Services Organizations between the Organization and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only “legitimate business needs.” I understand a “legitimate business need” is limited to a requirement, duty or obligation for the efficient performance of tasks or responsibilities that is required or authorized for the sole purpose of providing civil legal representation to the qualifying clients of the organization.
4. I shall not access or use Court Records or Court Documents for personal use or any use that is not a legitimate business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Organization or no longer have a legitimate business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 2-5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Organization, and other civil and criminal liability.

Date: _____ By: _____
Employee for Organization