

SUBSCRIBER AGREEMENT FOR OFFICER OF THE COURT REMOTE ACCESS TO MATHEWS COUNTY CIRCUIT COURT CASE IMAGING SYSTEM

THIS AGREEMENT is made this date by and between the Mathews County, Virginia, Circuit Court Clerk's Office and _____ (Subscriber).

1. TERM OF AGREEMENT

It is the intent of both parties to participate in Officer of the Court Remote Access (OCRA) to certain Mathews County 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 User ID and Password is assigned and continues until terminated as provided herein.

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

The secure remote access system known as OCRA will generally be available seven (7) days a week, twenty-four (24) hours a day, including holidays, or otherwise at the discretion of the Clerk, except during periods:

- A. Of preventative and remedial maintenance
- B. Of operational issues beyond the control of the Clerk
- C. When intrusions against security are being remedied

4. FEE

Unless the Subscriber is employed by an authorized governmental agency, the subscription fee is a flat rate of **\$25.00** per month. The Clerk reserves the right to suspend or terminate service to the Subscriber. If suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

5. SERVICE

The Clerk, deputies, employees or agents shall provide the Subscriber 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 assume responsibility for:

- A. Providing the Subscriber with the current OCRA link on the Circuit Court Clerk's Web Page at <https://cisweb.courts.state.va.us/Ocra>.
- B. Providing the Subscriber with 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 error or problems will be corrected.
- C. Limited customer support is only available Monday through Friday 8:00 a.m. to 4:00 p.m., excluding state and local holidays.

6. SUBSCRIBER'S OBLIGATIONS

It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to OCRA.

Only users who have registered and have been issued passwords will have access to OCRA. Passwords are nontransferable. Information accessed from OCRA is for the sole use of the Subscriber. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account/computer.

The Subscriber is responsible for ensuring that the use of information from OCRA is conducted in a proper and legal manner. If the Subscriber is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (§18.2-152.1 and §18.2-152.2 of the Code of Virginia), arising out of their use of OCRA, the Clerk shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Clerk from pursuing any other remedy available to the Clerk for such breach.

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Information accessed from OCRA is for the use of the Subscriber in the ordinary course of their business as provided by Virginia Code (§17.1-293). The Subscriber has a duty to bring to the Clerk's attention any errors or omissions in the scanned court case documents. Notification may be made by electronic mail to aingram@vacourts.gov.

SUBSCRIBER IS SPECIFICALLY PROHIBITED FROM PERMITTING DATA ACCESSED THROUGH TO BE SOLD OR POSTED ON ANY OTHER INTERNET WEBSITE OR IN ANY WAY REDISTRIBUTED TO ANY THIRD PARTY, AND THE CLERK RESERVES THE DISCRETION TO DENY SECURE REMOTE ACCESS TO ENSURE COMPLIANCE WITH THIS PROVISION.

The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time the Subscriber has knowledge of compromised security of Subscriber's access credentials, Subscriber must immediately notify the Clerk by electronic mail to aingram@vacourts.gov.

Supervising attorney shall be responsible for reporting termination of employment of any Subscriber under their supervision.

Subscribers shall be responsible for reporting any change in the information provided in the OCRA application.

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the County of Mathews, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the County of Mathews, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the County of Mathews, its Board of Supervisors, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber by any other party. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from any claim or demand against the Subscriber by any other party.

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

In no event will the Clerk, deputy clerks, employees or agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.

Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk, the County of Mathews, its Board of Supervisors, officers and their deputies, employees or agents.

8. ASSIGNMENT

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement shall cause this agreement to be null and void.

9. GOVERNING LAW

This agreement and/or any dispute arising there from shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

10. ENTIRE AGREEMENT

Any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes.

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.

Subscriber's Initials

11. 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 shall continue in full force and effect.

12. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees, if any, for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

This agreement shall terminate immediately if the Commonwealth of Virginia fails to appropriate and continue funding for services provided under this agreement. Subscriber acknowledges that the Clerk has no control over the amount of appropriations, if any, that the Commonwealth of Virginia will provide for continuation of the services under this agreement.

In no event shall the Clerk's Office refund any fees paid.

13. DEFINITIONS

- 1. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
- 2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- 3. "Subscriber" means members in good standing with the Virginia State Bar and their authorized agents, pro hoc vice attorneys authorized by the Court for purposes of the practice of law, and governmental agencies authorized by the Clerk of a Circuit Court to have OCRA.

14. APPLICATION

An application must be completed for OCRA and approved by the Clerk before the User ID and Password will be issued.

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

Signature of Subscriber

Printed Name of Subscriber

Date

STATE OF _____

CITY/COUNTY OF _____

Subscribed to before me by _____ this _____ day of _____, 20_____.

My commission expires _____.

Registration Number

Notary Public/Clerk/Deputy Clerk

MATHEWS CIRCUIT COURT CLERK'S OFFICE
Angela C. Ingram, Clerk of Circuit Court

By: _____

Date: _____

Subscriber's Initials