



REMOTE ACCESS SUBSCRIBER AGREEMENT

22nd JUDICIAL CIRCUIT - McHENRY COUNTY

Woodstock, Illinois

This agreement dated _____, 20____, is made between the Clerk of the Circuit Court of McHenry County, Illinois (the "Clerk") and _____ (the "Subscriber") for the purpose of providing the Subscriber with Read Only File Access to the McHenry County Clerk of Court official court record file data bases, as authorized by Local Rule 19.00 of the Circuit Court of the 22nd Judicial Circuit (the "Court").

Period of Agreement - This agreement will remain in force unless cancelled in writing by either party. A cancellation notice must be received at least 30 days prior to actual cancellation date. Subscriber remains responsible for payment of charges for services rendered or obligations incurred. It is understood and agreed that the Chief Judge of the 22nd Judicial Circuit or his/her designee may terminate the Subscriber Agreement at any time without prior notice as stated in the Local Court Rule which authorizes the Remote Electronic Access Program.

Services provided by Clerk - The Clerk will provide to subscriber the following:

1. Access to Circuit Clerk Case File Data Bases for the purpose of obtaining the information set forth on the Remote Electronic Access List which is attached hereto as an Appendix and which may be amended from time to time with the written authorization of the Chief Judge or his/her designee.
2. Provide the Subscriber with one manual of operation and instruction in use.
3. Provide the Subscriber with one two-hour training class. Subscriber may send up to two employees to the training class.
4. Provide the subscriber with consultation via telephone on specific problems that occur with system. Clerk does not guarantee results nor warrant or represent that errors or problems will be corrected, however response will be provided within 2 hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Court holidays.

Subscriber Obligations

1. The Subscriber will be responsible for ensuring that its location and/or its terminal(s) are not used by unauthorized personnel to access information. Unauthorized personnel for the purpose of the agreement shall be a person or entity other than those listed on agreement.
2. The Subscriber will be responsible for assuring the proper use, management and supervision of equipment on-site.

3. Information accessed by Subscriber is for the use of the Subscriber in the ordinary course of its business as stated in the Application for Remote Electronic Access. The rights hereunder shall not be assigned, subleased or transferred.
4. The Subscriber agrees that the information accessed by means of remote electronic access shall not be used for any purposes that violates any federal, state or local laws.

Limitation of Liability and Warranty - The Clerk or the Court do not expressly or impliedly warrant that the information or data accessed by the Subscriber is accurate or correct. The Clerk of the Court and the Court shall not be liable for any loss, cost, damage or expense arising directly or indirectly in connection with this Agreement or any Amendments or Attachments to it. In no event shall the Clerk or the Court be liable for any special or consequential damages or for any indirect damages resulting from the use or application of the information extracted from the system.

Rates

- A. There is a one time installation fee in the amount of \$750.00 This fee provides for one User Manual and Operational Instructions. The Clerk will start a new subscriber's usage on the first business day of the first month of the agreement.
- B. There is a \$50.00 per month maintenance assessment. Monthly assessment shall be paid by the 10th day of each month of use. If not paid by the 10th of month, clerk will terminate service. Subscribers will NOT be sent monthly invoices.
- C. It is the Clerk's right to terminate service without notice for any subscriber as a result of a payment default. Reinstatement of services shall be provided upon payment of all past due invoices and the reinstatement fee of \$100.00.
- D. Usage time will be available Monday through Sunday with the following exceptions:
 - a. Wednesday 8:00 a.m. to 5:00 p.m.
 - b. Monday through Sunday 12:00 a.m. to 6:00 a.m.

Indemnification - The Subscriber shall indemnify and hold harmless the Clerk, the Court, the County of McHenry and the Judges of the 22nd Judicial Circuit for any losses by use of the system.

Number of Copies of Agreement Executed - There shall be three fully executed copies of this Agreement. The Clerk and the Subscriber shall each receive a fully executed copy. The third copy shall be filed with the Trial Court Administrator of McHenry County.

INFORMATION & AUTHORIZED SIGNATURES

Clerk of the Circuit Court

Signature _____

Printed Name _____

Title _____

Date _____

Subscriber

Signature _____

Printed Name _____

Title _____

Date _____

Firm Name _____

Address _____

City/State _____

Zip Code _____

Telephone _____

E-Mail Address _____

Names of Users

Court Use Only

Name: _____

User ID: _____

Password: _____

McHENRY COUNTY REMOTE ELECTRONIC ACCESS LIST

Except as restricted by countervailing policies, laws, and/or court orders or rules, the following information will be made available to subscriber's through remote electronic access to the McHenry County Circuit Clerk's court databases as supplied by the clerk's court data software program, SUSTAIN, and by the clerk's imaging software program, OnBase.

Case Record	(Title, Filing Date, Filing Type, Original Judge, Must Appear, Companion Case Status, Jury Demand)
Event Record	(Type, Date, Result)
Scheduled Event Record	(Reason, Date, Time, Room)
Documents	(Type, Date, Scanned Image)
Party Records	(Parties to the Case, Attorneys, Judge Assigned Name, Address, Party Type)
Defendant Record	(Birthdate, Age, Gender, Driver's License Number)
Bail Record	("Bond" Type, Amount)
Financial Records	(Bond Balance, Amounts Assessed, Paid, Due)
Charge Record	(Criminal and Civil - Case Status, Status Date)
Charge Record	(Criminal Only - Offense Date, Charge Statute, Disposition, Disposition Date, Plea or Disposition Manner, Ticket Number, Class or Degree, Accident Level)
Sentence Record	(Type, Duration or Amount)
Judgment Record	(Type, Amount, Date)
Warrant Record	(Type, Date)
Summons Record	(Date, Service Method, Served Date)

Access to the above data is obtained directly by entering the case number or indirectly by browsing party names to determine the case number.

Scheduled court call, docket and index data.