

**SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS (“SRA”) TO ARLINGTON COUNTY
CIRCUIT COURT CIVIL AND CRIMINAL COURT CASE FILES**

This Agreement is made and entered into by and between the Arlington County Circuit Court Clerk’s Office (hereinafter “Arlington CCT”) and _____, (Name of Applicant) (hereinafter “Subscriber”). Subscriber attests that s/he is:

_____ an attorney licensed by the Virginia State Bar; or

_____ an attorney admitted *pro hac vice* in a case pending in the Arlington County Circuit Court.

TERMS AND CONDITIONS OF AGREEMENT:

1. TERM OF AGREEMENT

It is the intent of the parties that this Secure Remote Access User Agreement (“SRA User Agreement”) will commence upon the date SRA Administrator approves the Subscriber application, which date shall be set forth on the last page of this Agreement, and will continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

Arlington CCT provides an on-line database allowing “inquiry-only” access to all active non-confidential Circuit Court criminal and civil case files and inactive non-confidential cases from 2010 to the present.

3. DEFINITIONS

- a. “Secure Remote Access” means that inspection of publicly available non-confidential documents can be made without the need to physically visit the courthouse where the record is maintained.
- b. “Secure Remote Access Administrator” means the individual(s) identified by the Arlington CCT to review and approve SRA Subscriber applications.
- c. “Secure Remote Access Service” (“SRA Service”) is the eCommerce solution provided by the Arlington CCT through its vendor, ImageSoft, to enable Secure Remote Access to Arlington Circuit Court civil and criminal case files.
- d. “Subscriber” means any attorney licensed by the Virginia State Bar or admitted *pro hac vice* in a case pending in the Arlington County Circuit Court along with one staff member working under the direct supervision of said attorney.
- e. “Inquiry Only Access” means access only to search for, view and print document images.

4. SERVICES

- a. Arlington CCT or its agents will provide Subscriber with inquiry only access to all currently scanned court case documents that are in the Court’s electronic database except for juvenile and adoption cases, and any case that has been sealed by court

order. In addition, access to any document that has been identified as confidential, sealed, or otherwise restricted from public access, including but not limited to private addendums, presentence investigations, victim/witness information, and those portions of documents containing information designated as confidential either by statute or by the Court) will not be available for SRA review.

- b. Arlington CCT shall provide Subscriber with documentation, a one-hour training, and limited consultation on an ongoing basis related to specific problems that arise in the use of the SRA Service. Arlington CCT does not guarantee the results of any consultation and makes no warranties or representations that any or all errors shall be resolved or corrected.
- c. Subscriber support will be available Monday through Friday from 8:00 a.m. to 4:00 p.m. except for Court holidays and/or other dates and times when assistance cannot reasonably be provided.

5. SUBSCRIBER APPLICATION

In order to access the Arlington CCT Secure Remote Access database, each Subscriber must complete an application. Applications must be signed by an attorney licensed to practice law in the Commonwealth of Virginia, or must be accompanied by a signed court order showing that the Subscriber has been admitted *pro hac vice* in a case pending in the Arlington Circuit Court at the time the application is submitted. The application must be approved by the Secure Remote Access Administrator in order to gain access to the database. The subscriber application is set forth in Attachment A. One application is required for each attorney desiring access to the Arlington CCT Secure Remote Access database.

Applications can be submitted to the Circuit Court Clerk's Office in person, by mail, or electronically at the following address:

Office of the Circuit Court Clerk
1425 N. Courthouse Road
Suite 6700
Arlington, VA 22201
ATTN: Secure Remote Access
sra@arlingtonva.us

6. DAYS AND HOURS OF OPERATION

Internet access to Arlington Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required by either the Clerk or the County;
- c. For operational issues beyond the control of the Clerk;

- d. When intrusions against security have occurred and/or are being remedied.

While Arlington CCT will make every effort to post notifications on the Arlington Circuit Court website when the system will be unavailable for either preventative or remedial maintenance, Arlington CCT does not assume any liability for any damages or injuries sustained by any person as a result of the failure to post or update such notice, nor will any refunds be provided as a result of any system outage or unavailability.

7. SUBSCRIBER OBLIGATIONS

- a. 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 the database.
- b. Subscriber shall not use automated tools to navigate and/or query this website. Subscribers must manually enter any requests using the queries provided on the website.
- c. Subscriber is responsible for ensuring that only authorized users have access to Subscriber's account. Authorized users include Subscriber and the authorized user identified on Subscriber's application or any renewal thereof.
- d. Subscriber is responsible for ensuring that any attorney or non-attorney support staff is removed immediately from Subscriber's TrueFiling™ contact list upon termination of that individual's employment with Subscriber and/or Subscriber's law firm. Subscriber is also responsible for notifying the clerk in writing of any change in non-attorney support staff authorized to use subscriber's account.
- e. Information accessed is for the use of Subscriber only as provided in Section 17.1-293 of the Code of Virginia, 1950 as amended.
- f. Subscriber agrees to ensure that his/her use of SRA, and that of any person having access to Subscriber's account, is consistent with all applicable laws, Rules of the Supreme Court of Virginia, and Local Rules of the Arlington Circuit Court. Failure to act in accordance with any applicable law or court rule will result in termination of this Agreement without notice, and the Arlington CCT reserves any and all remedies and rights available to it as a result of such unlawful action on the part of Subscriber.
If Subscriber becomes aware at any time of any unauthorized use of Subscriber's SRA account, or that Subscriber's account has been compromised, Subscriber will immediately contact the Secure Remote Access Administrator at sra@arlingtonva.us.
- g. The Subscriber may not share passwords or login credentials with anyone for any reason. Access is strictly one username login for one individual Subscriber. Any violation of this term agreement will terminate same for the Subscriber, their employer and all employees
- h. Information obtained from this website cannot be sold or posted on any other internet website or redistributed to any third party, except that case documents may

be provided to any party in that case, any experts, consultants, investigators or other personnel retained by Subscriber to provide assistance with that case, or to the court.

- i. Subscriber agrees to pay all fees when due. Failure to remit payment on or before the annual subscription renewal date will result in account suspension until the account is reinstated by the SRA Administrator.

8. FEES

SRA is available in accordance with the following fee schedule:

- a. For a one-year subscription for a single attorney, including one staff member supervised by that attorney, \$120.
- b. Attorneys who are current employees of Arlington County, the Commonwealth of Virginia, or Legal Services of Northern Virginia will not be charged an annual subscription fee. Private practitioners who provide legal services to indigent clients may petition for a fee waiver on an individual basis.

Fees are valid for a single calendar year, and all subscriptions, regardless of when issued, will renew on January 1 of the next calendar year. Fees for subscriptions entered into after January 1 of any calendar year will be prorated for the initial calendar year on a monthly basis (e.g. a subscription agreement entered in February will be charged the equivalent of eleven months for the first year, an agreement entered in March will be charged the equivalent of ten months for the first year, etc.)

Annual subscription fees may be paid by check or credit card. Payment may be made in person at the Clerk's Office, 1425 N. Courthouse Road, Suite 6700, Arlington, Virginia 22201 or mailed in along with a fully executed Subscriber Agreement. If paying by credit card, please be sure to complete the credit card authorization form found at the back of this agreement. All credit card payments will be charged a convenience fee of 4% (four percent).

The Clerk's Office will not bill Subscribers for this service. It is Subscriber's responsibility to pay the annual subscription fee prior to its expiration date. If payment is not received prior to the expiration date, the Clerk's Office reserves the right to suspend or terminate the subscription until payment is made. The suspension or termination of service does not relieve Subscriber of any obligations under this Agreement.

9. RATES, FEES AND TERMS MAY CHANGE

Arlington CCT may change the Agreement terms upon providing notice to the Subscriber at least thirty (30) days in advance of any proposed changes.

Subscriber fees are valid for one calendar year. Fees are set at the discretion of the Clerk and are subject to change on an annual basis. Written notice of any change in fees will be posted on the CCT website no later than November 1 of each year, to be effective January 1 of the following year. Subscribers retain the right to terminate this Agreement in accordance with the terms set forth in paragraph 11.

10. LIMITATIONS OF LIABILITY

Subscriber hereby relieves and releases the Arlington CCT, including but not limited to the Clerk of the Court, his deputy clerks, employees and agents from liability for any and all damages resulting from:

- a. use of SRA;**
- b. interrupted service of any kind;**
- c. incorrect data;**
- d. missing or misfiled documents; or**
- e. any other information or misinformation accessed by subscriber through the Arlington CCT SRA system.**

Subscriber further agrees that the Arlington CCT, including but not limited to the Clerk of the Court, his deputy clerks, employees and agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber or any other party, or for any consequential damages even if advised of the possibility of such damages.

Subscriber further relieves and releases the County of Arlington, Virginia, its County Board, County Manager, employees and agents, and the Office of the Executive Secretary, Supreme Court of Virginia and its employees and agents from liability for any and all damages resulting from:

- a. use of SRA;**
- b. interrupted service of any kind;**
- c. incorrect data;**
- d. missing or misfiled documents; or**
- e. any other information or misinformation accessed by subscriber through the Arlington CCT SRA system.**

Subscriber further agrees that the County of Arlington, Virginia, its County Board, County Manager, employees and agents, and the Office of the Executive Secretary, Supreme Court of Virginia, shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber or any other party.

This Agreement creates no rights or privileges that are enforceable by anyone who is not a party to this Agreement.

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

Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Arlington County Circuit Court, its employees, or agents, or that of the Office of the Executive Secretary, Supreme Court of Virginia.

11. TERMINATION

- A. **Termination by Subscriber:** Subscriber may terminate this agreement with thirty (30) days written notice to Arlington CCT. For purposes of this section, written notice includes email notification. Subscriber remains responsible for payment of fees and no refunds will be given for early termination of the Subscriber Agreement.

Written notice to Arlington CCT shall be sent to the following individual:

Office of the Circuit Court Clerk
1425 N. Courthouse Road
Suite 6700
Arlington, VA 22201
ATTN: Secure Remote Access
sra@arlingtonva.us

B. **Termination by Arlington CCT:**

1. Arlington CCT may terminate this agreement, in the Clerk's sole discretion, immediately upon discovery of any of the following conditions:
 - i. Failure to provide accurate information on the subscriber application;
 - ii. Failure to comply with any of the terms of this agreement;
 - iii. Failure to tender required payments;
 - iv. The introduction of any malware or other outside agent that adversely affects, or has the ability to adversely affect, system performance and security;
 - v. Any other breach of this Agreement, including failure to properly monitor access to the court's on-line database or maintain up-to-date subscriber information.
2. Arlington CCT also reserves the right to terminate this Agreement at any time:
 - i. In the event that funding is no longer available for the system; or
 - ii. The Clerk determines, in his sole discretion, that continuing to provide this service is no longer feasible for any reason, including data security.
3. Written notice will be provided to the Subscriber of the reason for termination under this section. No refunds will be given in the event that service is terminated under either subsection (1) or (2) above.

12. ASSIGNMENT

Subscriber agrees not to assign any right or interest in this Agreement to any other person or entity. Any attempt by Subscriber to transfer any of the rights, duties, or obligations created by this Agreement, by any means, will render this Agreement null and void.

13. GOVERNING LAW/VENUE

This Agreement and/or any dispute arising therefrom shall be governed in all respects by the laws of the Commonwealth of Virginia. Venue for any dispute between Arlington CCT and Subscriber will be in the Circuit Court of Arlington County, Virginia.

14. ENTIRE AGREEMENT

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. This Agreement cannot be altered, modified, or amended unless in writing, and signed by all parties, except as otherwise provided herein.

15. ATTACHMENTS

Any attachment referenced in this Agreement constitutes an integral part of this Agreement and any reference to this Agreement shall be deemed to include all attachments.

16. SEVERABILITY

If any provision (or part thereof) of this Agreement is found by a court of competent jurisdiction to be invalid, then it shall be stricken and have no effect. The remaining provisions of this Agreement shall continue in full force and effect.

Date: _____

For Arlington CCT:

For Subscriber:

Signed

Signed

Printed Name

Printed Name

Law Firm or Employer Name