

State of Texas §
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County of Hidalgo §

**Hidalgo County Texas
Odyssey Public Access
Subscriber Agreement**

This Hidalgo County Internet Based File Access Subscriber Agreement (hereinafter "Agreement") is by and between Arturo Guajardo, Jr., County Clerk of Hidalgo County, Texas (hereinafter "County Clerk"), Laura Hinojosa, District Clerk of Hidalgo County, Texas (hereinafter "District Clerk") (hereinafter jointly referred to as ("Clerks")), (attorney name) (hereinafter "Subscriber") and is made for the purpose of granting to Subscriber restricted internet access to records and case files within the Clerks' file systems.

I. WEB-BASED ACCESS TO CASE RECORDS, TERM AND TERMINATION

1.01 Type of Access

Subscriber, an attorney duly licensed in the State of Texas, desires to access certain records, data, and files held by the Clerks' offices by using an internet or web connection. Hidalgo County has agreed to allow authorized Subscriber's access to such information. The type of records and files which will be accessible to Subscriber on a password-restricted basis include civil and criminal judicial case files.

1.02 Exceptions to Access

The Clerks and the Judiciary of Hidalgo County shall ensure that all records of the court, except those made confidential or privileged by law or statute, may be viewed by the Subscriber. Subscriber agrees and understands that certain information and/or records included in these files may be unavailable by law or court order. Additionally, Subscriber understands that any requests for certified copies must be obtained in person at each respective Clerk's office. An additional copy and certification fee will be assessed at that time since office policy requires certified copies be generated/printed at each respective Clerk's office.

1.03 Ownership of Information

Subscriber agrees that much, if not all, of the information to be accessed through this Agreement consists of records of the judiciary, and such records, including the format in which they are disclosed, are subject to the ultimate control of the Judiciary of Hidalgo County and their custodians of records and or Clerks. Subscriber shall have no ownership of any records, data, or files accessed pursuant to this Agreement

1.04 Term

This Agreement is effective for one (1) year from the effective date set out in section 6.07 below and is automatically renewed for additional periods of one (1) year unless terminated as set forth in 1.05 or 1.06 below.

1.05 Termination by Written Notice

This Agreement may be terminated by either party upon written notice to the other party.

1.06 Automatic Termination

This Agreement may be terminated automatically (without notice) if Subscriber fails to follow any terms or conditions of this Agreement and/or fails to renew this Agreement on any renewal date by tendering the renewal fee set forth in section 2.01 below.

II. COST, BILLING AND PAYMENT

2.01 Fees

Subscriber shall pay a yearly non-refundable fee of \$200.00. The initial fee is due at the time this Agreement is submitted to Hidalgo County and may be paid by cash or by check made payable to "Hidalgo County, Texas" and delivered to the address specified below.

A renewal fee in the same amount as the initial fee shall be paid by Subscriber on or before each anniversary of this Agreement and must be submitted to the address specified below. No invoice, bill, or reminder notice will be sent to Subscriber. Subscriber is solely responsible for remittance of yearly payment. The county may opt for making online subscriptions available to subscribers, facilitating online payments.

A late fee of \$20.00 will be imposed for any renewal fees received after the date when such renewal fees are due. Additionally, a NSF fee of \$30 will be imposed should a payment be denied due to insufficient funds.

No refunds of subscription fees shall be made, regardless of whether this Agreement is terminated prior to the end of any term or renewal term.

Payments shall be tendered to:

**Hidalgo County Treasurer
Attention: Internet Subscriber
2810 S. Business Hwy. 281
Edinburg, Texas 78539-6243**

2.02 Change in Fees

Clerks reserve the right to change the fees set forth in 2.01, as approved by Commissioners' Court of Hidalgo County. In the event of a change, Subscriber will be provided notice of such a change. If Subscriber does not want to pay the new fees, Subscriber's sole option is to terminate the Agreement.

III. EQUIPMENT AND SYSTEM REQUIREMENTS 3.01

System Requirements and Procedures to be set by Hidalgo County

Subscriber shall comply with any specific system requirements, whether hardware, software, or specific procedures as may be required by Hidalgo County to participate in this Agreement.

3.02 Equipment

Subscriber is responsible for his or her own computer equipment and internet access provider. Subscriber shall be responsible for assuring the proper use, maintenance, and supervision of his or her equipment.

IV. INDEMNITY, SECURITY, AND INFORMATION INTEGRITY

4.01 Indemnity and Release of Liability

Subscriber agrees that Hidalgo County and the Clerks shall not be liable or responsible for any damage, injury, or inconvenience to Subscriber or Subscriber's clients, employees, or agents, as a result of Subscriber's use or access to Clerks' records, data, or files. Subscriber agrees to indemnify and to hold Clerks harmless from damages and Subscriber assumes all responsibility for damages occurring as a result of the use or access of records, data, or files pursuant to this Agreement.

4.02 Reliability of Information

Subscriber understands and agrees that neither Hidalgo County nor the Clerks have made or extend any expressed or implied warranty that the records, data, or files accessed by Subscriber are accurate or correct. Subscriber expressly releases the Clerks, Hidalgo County, and the Hidalgo County Judiciary, and persons employed under these offices, from any and all liability and/or damages resulting from incorrect information or data accessed by Subscriber.

4.03 Inability to Access Information

Hidalgo County, Clerks and persons employed by those offices shall not be liable for Subscriber's inability or failure to access the web based system subject to this Agreement. In the event Subscriber is unable to access the system, Subscriber's sole and exclusive remedy shall be to terminate this Agreement.

4.04 Security System and Laws

Subscriber acknowledges that Clerks employ an internet security system which is intended to prevent unauthorized persons from making use of the records, data, and files of Clerks, and is further designed to prevent unauthorized persons from gaining access to certain data which is stored on Clerks' computer systems. Subscriber agrees that Subscriber will not:

- (a) access records, data, or files without proper authorization; or
- (b) disclose logon-ID and password or other details of security matters to any unauthorized person; or
- (c) alter, damage or destroy any data stored on Clerks' computer system; or
- (d) attempt to gain or to gain access to information Clerks deem confidential in nature.

Subscriber agrees to abide by all federal and state laws which relate to the use of or access to Clerks' computer systems and the data stored therein.

4.05 Restrictions on Who May Access Information

Access to Clerks' files, data, and records is limited to the Subscriber and Subscriber's staff only. Subscriber shall not allow any other third-parties to have access to Subscriber's login and password information for purposes of allowing persons other than Subscriber or Subscriber's staff to access the web-based Clerks' civil and criminal judicial case files. Subscriber agrees not to disclose login and access passwords to any third party other than Subscriber's staff, including any member of the public or clients. Subscriber agrees to notify the County of Hidalgo immediately if Subscriber becomes aware of a theft or unauthorized access to a password issued to Subscriber under this Agreement.

4.06 Password Integrity

Subscriber agrees and understands that Subscriber will be prompted to change passwords and login information every ninety (90) days.

V. RESPONSIBILITIES OF CLERKS

5.01 Assistance

Clerks shall provide assistance and answer questions of Subscriber in order to assist with initial access and other access issues. Any technical issues may be referred to the Hidalgo County IT Department for further assistance.

5.02 Right to Modify

Clerks reserve the right to add, modify, format, or delete information or format of information available to Subscriber. Each Clerk reserves the right to terminate this Agreement as to their respective records, data, and files.

VI. MISCELLANEOUS PROVISIONS

6.01 Assignment

Neither party shall assign or subcontract this Agreement, or any portions hereof, without the written consent of the other parties.

6.02 Applicable Law

This Agreement shall be governed by the laws of the State of Texas, and the parties agree that the place of performance of all obligations of this Agreement is Hidalgo County, Texas.

6.03 Notices

Any notice under this Agreement shall be in writing and sent to the addresses of all Parties listed below.

6.04 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

6.05 Authority of Parties

Clerks and Subscriber whose signatures appear below have full authority to sign on behalf of and bind the Clerks and Subscriber to all terms of this contract.

6.06 Entire Agreement

This Agreement constitutes the entire agreement between Clerks and Subscriber and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.

6.07 Effective Date

This Agreement is effective as of the last date indicated below the signature of the parties hereto.

Arturo Guajardo Hidalgo County Clerk 100 N. Closner Edinburg, Texas 78539	Laura Hinojosa Hidalgo County District Clerk 100 N. Closner Edinburg, Texas 78539
Signature:	Signature:
Date:	Date:

Photocopy of Drivers License and Bar ID must be attached to this Agreement