JIS-LINK CLICK-THROUGH AGREEMENT

1. **Warranties to AOC**
   By accepting the terms of this Agreement:
   a. You warrant that you are at least eighteen (18) years of age and possess the legal authority to enter into this Agreement.
   b. You are acknowledging responsibility as an individual or as the legal representative of your company.

2. **Alterations and Amendments**
   The AOC in its sole discretion may modify the terms and conditions of this Agreement, as well as discontinue or change the JIS-Link service, upon notice by the AOC published through the JIS-Link Web site or sent to you by e-mail. It is your responsibility to periodically review the JIS-Link Web site, including any updated Agreement, to be aware of such modifications. Your continued use of JIS-Link following the publication of any such notice shall constitute acceptance of modifications. If you do not agree with any modification to the JIS-Link service or Agreement, you may terminate this Agreement by discontinuing to use the JIS-Link service and by sending notice of such choice by e-mail to Admin.JISLink@courts.wa.gov.

3. **Effective Date**
   This Agreement shall be effective on the date the AOC accepts your application and receives payment of the non-refundable initial installation charge detailed in the Fee Schedule. If your account does not require an installation charge, this Agreement is effective on the date you first access the system.

4. **Grant of License**
   a. Subject to your performance of your obligations under this Agreement, the AOC hereby grants you a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access public court data from JIS-Link and to distribute such data to your clients, customers, and other third parties.
   b. You do not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by you under this Agreement are exclusive to you, or your company, and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. **Fees**
   a. You agree to pay the fees as set forth in the Fee Schedule at the published rates in effect when the charges were incurred.
   b. Fees are subject to change without notice, and will be reviewed for adjustment at least annually.

6. **Payments**
    a. You will be billed monthly for JIS-Link usage charges incurred during the prior month.
    b. Your account is payable in full on the date shown on the front of the invoice under the heading "Due Date" (30 calendar days from the Invoice Date).
    c. You acknowledge that your access to JIS-Link services may be terminated for non-payment of your bill and that you will be subject to all current installation charges for reinstatement pursuant to paragraph 12.c of this Agreement.
    d. You agree to make all payments for JIS-Link services payable to the AOC by check, cash, money order, or credit card. All amounts are to be in U.S. dollars and are to be drawn on a U.S. bank. The remittance address for payments is shown on the front of the JIS-Link invoice. To ensure payment is properly credited to your account, you should include your JIS-Link account name and invoice number with the payment.

7. **Disclosure Statement**
   You agree to provide a disclosure statement to each customer, client, or other third party at the time any information from JIS-Link is provided to them. You agree that a statement is displayed or provided every time information is provided which states, at a minimum:

   The data or information provided is based on information obtained from the Washington State courts as of _____ (insert date the information was obtained from JIS-Link). The Administrative Office of the Courts and the Washington Courts:

   1) Do not warrant that the information is accurate or complete except for court purposes;
   2) Make no representations regarding the identity of any persons whose names appear in the information; and
   3) Deny liability for any damages resulting from release or use of the data or information.

   The user should verify the information by personally consulting the "official" record reposing at the court of record.

8. **Lawful Use of JIS-Link Service Data and Information**
    a. You may only use JIS-Link for lawful purposes, in compliance with all applicable laws, treaties, court rules, and administrative rules and policies.
    b. You are responsible for ensuring that access and use of the JIS-Link Service data and information by your customers, clients, or other third parties is conducted in a proper and legal manner.
    c. You agree not to use the data accessed under this Agreement to create any automated database.

d. You agree to not use the data obtained through JIS-Link for commercial solicitation purposes, and to not provide it to other entities for the use of commercial solicitation purposes.

9. **Disclaimer of Warranties**
    a. The AOC provides no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to any computer programs or any information or data provided under this Agreement.
    b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber and/or its customers, clients, or other third parties to whom the information and data was supplied, to verify information or data obtained under this Agreement against official court information at the court of record.

10. **Limitation of Liability**
    You acknowledge and accept that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agree that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:
    a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use by you of any information, data, or other materials provided under this Agreement.
    b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
    c. The AOC shall not be liable to you or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

11. **Indemnification**
    You hereby agree to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

12. **Termination**
    a. **Termination Without Cause -** Either you or the AOC may terminate this Agreement by providing written notice of such termination to the other

party. Notice must specify the effective date of termination, which must be at least thirty (30) calendar days after such notice was provided. If this Agreement is so terminated, you shall be liable only for payment for usage charges and for other services rendered, if any, prior to the effective date of termination.

b. **Termination For Cause -** You accept full responsibility and liability for any violations of this Agreement by you or any officer, employee, or agent of yours, and any such violation shall result in immediate termination of your access to JIS-Link services without notice. In such event, you shall be liable for damages as authorized by law.
c. **Termination For Non-payment -** If an invoice has not been paid in full within fifteen (15) calendar days of the "Due Date" (see paragraph 6.b), the AOC may terminate your access to JIS-Link services without notice. You will be required to re-apply and pay all amounts previously due and the installation fee, for service to be reinstated.
d. **Termination For Inactivity -** If you have not accessed your account for more than 365 days, the AOC may terminate your JIS-Link services without notice. You will be required to re-apply and pay the installation fee, if applicable, for service to be reinstated.

13. **Miscellaneous**
    a. Before you provide any information from JIS-Link to your customers, clients, or other third parties, you agree to delete any Social Security Number inadvertently included in the JIS-Link data.
    b. AOC shall not be responsible for providing support or assistance of any nature to you or to any third party acting on your behalf.
    c. You are responsible for protecting the security of your user IDs and passwords. You are responsible for the payment of any fees incurred under your user IDs.

14. **General Terms and Conditions**
    a. **Conflict of Authority -** If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.
    b. **Governing Law -** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.
    c. **Records Maintenance -** You agree to retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from you, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, the Office of the State Auditor, federal officials and other officials so authorized by law.

d. **Severability -** If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
e. **Survival -** The provisions of Paragraphs 5, 6, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.
f. **Waiver/Modification -** Any failure of AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provision or any other provisions under this Agreement.

15. **Entire Agreement -** This Agreement sets forth the entire agreement between you and the AOC regarding the JIS-Link service and supersedes all previous discussions and agreements. Understanding, representations, or warranties not contained in this Agreement shall not be binding on either party.