

WELCOME

Thank you for your interest in the Judicial Information System's (JIS) JIS-Link services. We are pleased to offer you access to the Superior Court Management Information System (SCOMIS), the District and Municipal Court Information System (JIS), and the Appellate Court Record and Data System (ACORDS).

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HOW TO GET STARTED

As noted in the JIS-Link Fee Schedule, there is a non-refundable one-time installation fee of \$100.00. This fee covers set-up costs for the account and User IDs.

To sign up for JIS-Link access, your first step is to select a "site coordinator" from your staff. Your "site coordinator" will be the primary liaison between your office and the AOC when calling with questions and will assist others in your office to effectively use JIS-Link.

Complete and sign the Subscription and License Agreement, and fill out the Subscriber Information Form and the User ID Information Form. Mail the completed forms to the AOC along with your check for the installation fee made payable to the Administrative Office of the Courts (AOC).

WHERE TO MAIL THE COMPLETED FORMS

AOC Financial Services
Administrative Office of the Courts
1206 Quince St SE
PO Box 41172
Olympia WA 98504-1172

HOW TO GET HELP IF YOU NEED IT

- Visit the JIS-Link section of the Washington Courts website: <http://www.courts.wa.gov/jislink>
- Phone the JIS-Link Coordinator at 360-705-5277
- E-mail the JIS-Link Coordinator: jislink@courts.wa.gov

**State of Washington
Administrative Office of the Courts**

JIS-Link Fee Schedule

Effective Date: February 1, 2003

AUTHORITY

The following schedule of user fees has been established pursuant to the requirement of RCW 2.68.030.

INSTALLATION CHARGES

The Subscriber shall pay a non-refundable initial installation charge of One Hundred Dollars (\$100.00). The installation charge is due prior to connection to any JIS services.

The Subscriber will be furnished user IDs as requested. If additional user IDs are required, they shall be provided at no additional cost.

MONTHLY USAGE CHARGES

The Subscriber shall pay a charge of \$.065 (6½ cents) per transaction. A transaction equates to the execution of a command. A command is executed each time the user tells the system to respond; by pressing the ENTER key, or a PA, F, PF key or equivalent.

Subscribers will be billed monthly for JIS-Link usage charges incurred during the billing period. The 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).

Effective February 1, 2003, the AOC will apply a minimum charge of \$6.00 to all JIS-Link invoices. If transaction charges are less than \$6.00, the subscriber will be billed \$6.00; if transaction charges total \$6.00 or more, actual charges will be billed with no additional charge. If a subscriber has no transaction charges for the month, and no invoice needs to be mailed, no charges will be billed.

Pursuant to subparagraph 16.2 of the Subscription and License Agreement, subscribers whose accounts are more than fifteen (15) calendar days in arrears may have their access to JIS-Link services terminated without notice. If the account is paid in full within ten (10) calendar days, the AOC will restore JIS-Link services without additional charges. If payment is not received within ten (10) calendar days, the AOC may terminate the Subscription and License Agreement without further notice and may send the account to collection. Reinstatement of the Subscription and License Agreement will be subject to payment of all current installation charges.

Subscriber accounts more than fifteen (15) days in arrears will accrue interest at 1% per month on the unpaid balance until satisfied. Interest charges will accrue on unpaid balances even if the Subscriber's access to JIS-Link services has been terminated for non-payment.

TAXES

Installation and usage charges are not subject to tax.

State of Washington
Office of the Administrator for the Courts

**BASIC ACCESS
SUBSCRIPTION AND LICENSE
AGREEMENT**

for

**THE JUDICIAL
INFORMATION SYSTEM'S**

JIS-LINK

**State of Washington
Office of the Administrator for the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170**

JIS-LINK

**BASIC ACCESS
SUBSCRIPTION AND LICENSE AGREEMENT**

This Agreement is entered into this _____ day of _____, _____ between the State of Washington, Office of the Administrator for the Courts, hereafter referred to as the "OAC" and _____, hereafter referred to as the "Subscriber."
The purpose of this Agreement is to establish the terms and conditions under which the OAC agrees to grant to the Subscriber access to portions of the OAC's computer data.

TERMS AND CONDITIONS OF AGREEMENT

- 1. TERM OF AGREEMENT--**It is the intent of both parties that this Agreement will become effective on the date of execution and remain in force until terminated pursuant to Paragraph 16 of this Agreement.
- 2. OBLIGATIONS OF THE OAC--**
 - 2.1 SERVICES--**The OAC will provide the Subscriber with a service called JIS-Link in order that the Subscriber may access public record case and docket files from the Judicial Information System (JIS) and such other OAC data services as may become available from time to time using the JIS-Link facility.
 - 2.2 GRANT OF LICENSE--**The OAC hereby grants a non-exclusive license to the Subscriber to use such public record case and docket files from the JIS and to distribute such records to its clients subject to the terms and conditions contained herein.
- 3. OBLIGATIONS OF SUBSCRIBER--**
 - 3.1 JIS-LINK--**
 - 3.1.1 The Subscriber hereby agrees that the user identifiers, passwords, and computer programs, if any, supplied by the OAC hereunder are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the OAC.
 - 3.1.2 The Subscriber recognizes and hereby acknowledges that the user identifiers, passwords, and computer programs, if any, supplied by the OAC to the Subscriber are the confidential property of the OAC, subject to the proprietary rights of the OAC, and agrees to hold such user identifiers, passwords, and computer programs, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers, passwords, and computer programs, if any, or any other materials or information provided hereunder by the OAC as the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose it to any other party except with the written consent of the OAC.

- 3.1.3 The Subscriber hereby agrees it will comply with the license terms of any computer programs supplied under this Agreement and that it will not alter or modify any computer programs without the express written permission of the OAC.
- 3.1.4 The Subscriber recognizes and hereby acknowledges that the OAC has no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

3.2 INFORMATION ACCESSED--

- 3.2.1 The Subscriber agrees to provide information on the frequency of use and knowledge gained and to cooperate with the OAC researchers exploring the impact of this service.
- 3.2.2 The Subscriber agrees that the information accessed is for the use of the Subscriber in the ordinary course of its business.
- 3.2.3 The Subscriber is responsible for ensuring that access and use of the data by its employees is conducted in a proper and legal manner, that access is available only to authorized employees having a cogent need for such information, and that use of the data will comply with any applicable laws, court rules, and/or court orders.
- 3.2.4 The Subscriber agrees that it will not use the data accessed under this agreement to create any automated database.

- 4. **COSTS--**A one-time, initial set-up fee or installation charge and recurring usage fees will be charged to the Subscriber according to the current fee schedule published by the OAC. Fees are subject to change without notice.

5. PAYMENTS--

- 5.1 Subscribers must pay installation charges in full prior to connection to any JIS-Link services.
- 5.2 Subscribers will be billed monthly for JIS-Link usage charges incurred during the billing period. The 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).
- 5.3 Subscribers whose accounts are more than fifteen (15) calendar days in arrears may have their access to JIS-Link services terminated and are subject to all current installation charges for reinstatement pursuant to subparagraph 16.2 of this Agreement.
- 5.4 Subscriber accounts more than fifteen (15) calendar days in arrears will accrue interest at the rate of 1 percent per month on the unpaid balance until satisfied. Interest charges will accrue even if the Subscriber's access to JIS-Link services has been terminated for non-payment.
- 5.5 All payments for JIS-Link services shall be payable to the OAC by check or money order in U.S. dollars drawn on a U.S. bank. The remittance address for payments is shown on the front of the JIS-Link invoice. The Subscriber's JIS-Link account number and the invoice number must be included to ensure payment is properly credited to the Subscriber's account.

- 6. **DISCLOSURE REQUIREMENTS--**When the information and data covered by this Agreement is provided in any form by the Subscriber to a customer, client, or other third party, the Subscriber hereby agrees to provide each such customer, client, or other third party with the information contained in the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections of this Agreement. At a minimum, the Subscriber will ensure that a statement is displayed or provided to each such customer, client, or other third party at the time of each transaction that states, in effect, that the OAC and the courts do not warrant that the information is accurate or correct and deny liability for any damages resulting from the release or use of the data. The statement shall also include a warning that, in order to assure or verify the accuracy of the

information or data received, the customer, client, or other third party should personally consult the "official" record reposing at the court of record.

7. RESTRICTIONS ON THE USE OF INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT--

7.1 The Subscriber is responsible for ensuring that access and use of the data by its customers, clients, or other third parties is conducted in a proper and legal manner and that access is available only to authorized customers, clients, or other third parties.

7.2 To the extent that the data being accessed is covered by other laws, statutes, court rules, and administrative rules and regulations that restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules, and administrative rules and regulations shall apply to the data accessed under this Agreement.

7.3 The information and data provided to the Subscriber under this Agreement shall not contain Social Security Numbers; PROVIDED, that the Subscriber shall delete any Social Security Number inadvertently included in the information and data provided to the Subscriber and, PROVIDED FURTHER, that the Subscriber shall ensure that such Social Security Numbers are not provided to its customers, clients, or other third parties.

7.4 The Subscriber, or any officer, employee, or agent of the Subscriber, shall not furnish in any form, to any person, corporation, partnership, association, or organization, any individual name, address or other identifying information provided by the OAC under the Agreement for the purpose of making commercial contact with the individuals named or otherwise identified for solicitation purposes. [See RCW 42.17.260(9).]

7.5 Any exceptions, revisions, or waivers to these limitations requested by the Subscriber must be approved in writing by the OAC and received by the Subscriber prior to the requested use or dissemination of the information and data received under this Agreement.

8. COOPERATION WITH OAC AND PROSECUTORIAL AUTHORITIES--

8.1 The Subscriber agrees to cooperate with the OAC and other authorities authorized by law in any audit that is conducted of the Subscriber or any of the Subscriber's customers, clients, or other third parties.

8.2 The Subscriber agrees to cooperate fully with prosecutorial authorities in any action brought against the Subscriber or any of the Subscriber's customer, client, or other third parties relating to the reproduction, distribution, dissemination, or other use of the information and data provided by the OAC under this agreement; PROVIDED, that nothing in this provision limits or abridges the Subscriber's constitutional rights against self incrimination.

8.3 Failure to cooperate with prosecutorial authorities may result in the immediate termination, without notice, of this Agreement.

9. COMPLIANCE WITH AUTHORITIES--

9.1 During the term of this Agreement, the Subscriber shall comply with all current, or as subsequently amended, state and federal laws, court rules, administrative regulations, and policies governing, regulating, and/or relating to the dissemination of information and data, to privacy, and to the confidentiality of the information and data provided by the OAC under this Agreement.

9.2 In the event of the Subscriber's noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations, and policies, this Agreement may be terminated, and the Subscriber may be declared ineligible for further Agreements with the OAC.

10. RIGHTS AND INTEREST--The Subscriber shall not gain any proprietary right to or interest in any information and data provided by the OAC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by the Subscriber under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

11. CHANGES RELATING TO INFORMATION AND DATA--The OAC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement, at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information and data. If such changes are made, the OAC will notify the Subscriber as soon as practical.

12. SUPPORT/ASSISTANCE--The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an **AS IS** basis and that the OAC shall not be responsible for providing support or assistance of any nature to the Subscriber or to any third party on behalf of the Subscriber.

13. DISCLAIMER OF WARRANTIES--

13.1 THE OAC 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.

13.2 THE OAC 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 WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

13.3 THE OAC PROVIDES NO OTHER WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE.

14. LIMITATION OF LIABILITY--THE SUBSCRIBER ACKNOWLEDGES AND ACCEPTS 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, THEREFORE, AGREE THAT OAC SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

14.1 THE OAC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY THE SUBSCRIBER OF ANY COMPUTER PROGRAMS, INFORMATION, DATA, OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

14.2 THE OAC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

- 14.3 THE OAC SHALL NOT BE LIABLE TO THE SUBSCRIBER 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.
15. **INDEMNIFICATION**--The Subscriber hereby agrees to defend, indemnify, and hold harmless the OAC, 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.
16. **TERMINATION**--
- 16.1 **Termination Without Cause**--Either party may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided. If this Agreement is so terminated, the Subscriber shall be liable only for payment for usage charges and for other services rendered, if any, prior to the effective date of termination.
- 16.2 **Termination For Default**--The OAC may, by written notice, terminate this Agreement for failure of the Subscriber to comply with any of the provisions of this Agreement. PROVIDED, that if the Subscriber's default is for nonpayment of an invoice within fifteen (15) calendar days of the "Due Date" (see subparagraph 5.2), the OAC may terminate the Subscriber's access to JIS-Link services without notice. If the account is paid in full within ten (10) calendar days of termination of access, the OAC will restore JIS-Link services without additional charges. If payment is not received within ten (10) calendar days, the OAC may terminate this Agreement without further notice and may send the account to collection. Reinstatement of the Agreement will be subject to payment of all current installation charges.
- 16.3 **Termination Procedures**--In the event of termination pursuant to subparagraphs 16.1 or 16.2 above, the Subscriber shall, within three (3) work days after termination, return to the OAC all copies of JIS-Link user identifiers, passwords, and other materials, if any, provided under this Agreement by the OAC to the Subscriber, and shall destroy any and all backup copies and materials made by the Subscriber.
17. **ASSIGNMENT**--The Subscriber may not assign this Agreement.
18. **SURVIVAL**--The provisions of Paragraphs 3, 13, 14, and 15 of this Agreement shall survive the termination of this Agreement.
19. **SEVERABILITY**--If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions, or applications 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. 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.
20. **WAIVER/MODIFICATION**--Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. The terms or conditions of this

Agreement may be waived, modified, or deleted only by thirty (30) calendar days written notification to the Subscriber.

21. **ENTIRE AGREEMENT**--This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, the OAC and the Subscriber have signed this Agreement.

OFFICE OF THE ADMINISTRATOR FOR THE COURTS

SUBSCRIBER

Janet L. McLane, Acting Administrator

Signature/Title

DATE: _____

DATE: _____

Revised Effective 6/10/2004

State of Washington
Administrative Office of the Courts

JIS-LINK
SUBSCRIBER INFORMATION FORM

ORGANIZATION INFORMATION

Organization/Firm Name

Primary JIS-Link-Site Coordinator

Street Address

Backup JIS-Link-Site Coordinator

PO Box

Telephone Number

City/State/Zip Code

FAX Number

Internet E-Mail Address

NATURE OF BUSINESS:

(i.e., Government, Law Firm, Investigative,
Press, Law Enforcement, etc.)

BILLING INFORMATION:

If billings should be directed to someone other than
your JIS-Link Site Coordinator, please specify:

TECHNICAL INFORMATION

CONNECTION TYPE (Check all that apply)

- Internet
- DIS (Access via DIS/OAC network connection)
- Other (Specify) _____

OPERATING SYSTEM

Please specify the operating system you use
on your PC (i.e., Windows, Linux, Mac)

INTERNET BROWSER

Please specify the Internet browser and version you will be using with JIS-Link (i.e., Internet Explorer,
version 6.0; Netscape, version 6.0)

