

**MASTER SUBSCRIBER AGREEMENT
BETWEEN
“Agency”
AND
THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FOR
Access to the Clerk of the Circuit Court of Cook County’s
CCC Portal System**

WHEREAS, the “Agency” (“Seeker”), seeks to obtain access to information maintained on the CCC Portal System of the Office of the Clerk of the Circuit Court of Cook County (“CCC”). Seeker desires to use and the Office of the Clerk of the Circuit Court desires to provide access to the CCC Portal System (“Portal”).

WHEREAS, Seeker desires access to Portal in the efficient performance of its government duties as required or as authorized by law or rule of court in connection with any civil, criminal, or administrative proceeding, and in accordance with Federal, State and local laws;

WHEREAS, the CCC has decided to grant Seeker retrieval access to these court records and, if authorized, court documents by Portal access, subject to certain login and password security requirements;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between Seeker and CCC, that the following terms and conditions shall control the agreed access to Portal and court records and if authorized, court documents:

1. PORTAL ACCESS:

CCC will provide Portal access to Seeker seven days a week. Seeker will be authorized to access the following:

Court records and, if authorized, court documents: All other information shall remain confidential and will not be available to Seeker.

2. PORTAL EQUIPMENT:

Seeker will be responsible for and acknowledges the following:

- a. Whereas Seeker currently has a connection and access to the required technology in order to access the Clerk of the Circuit Court’s Portal system. Any additional costs incurred as a result of this access shall be the responsibility of the Seeker.

3. ODYSSEY PORTAL SECURITY:

- a. Seeker shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of CCC information and to prevent unauthorized persons or entities from obtaining or using such information. Seeker shall be liable for any unauthorized use and disclosure of CCC data. This includes, but is not limited to: accessing Portal without authority, allowing anyone not a party to this Agreement

to access Portal or to view CCC information or altering any existing CCC information in any form. Seeker must immediately report any unauthorized use or misuse of CCC or Portal information, as well as any breach of Seeker's security that may involve CCC and Portal information, to CCC by contacting the Office of the Clerk of the Circuit Court's Chief Information Officer or designee (312/603-5030) and the Clerk of the Circuit Court or designee (312/603-5071).

- b. Seeker will be responsible for the security of this information, including the prevention of any unauthorized use. Ultimately, Seeker shall be responsible for any unauthorized use. Seeker acknowledges that CCC has the authority to change the requirements for accessing the Portal as technological, fiscal, security or other considerations dictate. CCC agrees to provide Seeker with as much prior notice of such changes as is practicable. Upon termination of this Agreement, Seeker shall immediately return to CCC all documents concerning access to CCC and Portal data, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. Prior to execution of this Agreement and upon request, Seeker shall provide to CCC the names, addresses, email addresses, and phone numbers of all persons responsible for managing CCC or Portal data or otherwise executing the provisions of this Agreement on behalf of the Seeker. CCC must issue an individual login and password to every officer and employee of Seeker before the officer or employee may access CCC data contained in Portal. Under no circumstances may officers or employees of Seeker share a login and password. When an officer or employee is no longer employed by the Seeker, Seeker must immediately notify CCC so that the login and password of that officer or employee can be terminated. Breach of the provisions of this paragraph shall be deemed a material breach and will result in this Agreement being terminated by CCC.
- d. This Agreement authorizes Seeker only to retrieve data from the court documents and court records set forth in Section 1. Portal Access. Except as allowed by law, seeker may not enter any information on any CCC file, nor may Seeker alter, or attempt to alter, any existing CCC or Portal file in any form.
- e. This Agreement authorizes the CCC to access Seeker's Portal information to audit, verify and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination.
- f. Any CCC security policies and data security standards, as amended, shall be incorporated into this Agreement by reference.
- g. Seeker, employees, authorized agents and officers of Seeker agree to complete the CCC Odyssey Portal Elevated Access Agreement, as required by CCC and to return same to CCC prior to the execution of this contract.

4. DATA MINING PROHIBITIONS:

- a. Seeker agrees to refrain from any type of data mining or web mining of CCC or Portal data.

- b. Prohibited data mining/web mining includes, but is not limited to, use of website copying software, web data pre-processing, creation of web metrics and mathematical models, web log analysis, static and dynamic visitor profiling, intelligent information retrieval, hyperlink analysis, use of spider, crawl or bot programs (vertical search engines), web usage mining, web structure mining, web content mining, data/information extraction, web information integration and schema matching, knowledge synthesis, segmenting, noise detection, use of topic-sensitive software, use of filtering techniques, meta-search engines, or any other type of automated search of information that goes beyond keyword extraction.
- c. Violation of this section is considered a material breach and will result in termination of Portal access.
- d. Data/Web mining is considered “Computer Tampering,” a criminal act under the Illinois Criminal Code. A person who commits the offense of “Computer Tampering” is guilty of a criminal offense as outlined in 720 ILCS 5/16D-3.

5. USE OF INFORMATION:

- a. Seeker agrees that it will obtain court documents and court records from Portal on an “AS IS” basis. Seeker acknowledges that CCC compiles the data as required by statute for its own public purposes and that by providing such data to Seeker pursuant to this Agreement, CCC is providing only access convenient to Seeker. CCC assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate data.
- b. Seeker represents that this request for information is in accordance with Federal law, Illinois law and applicable local ordinances and court rules. If requested by CCC, Seeker shall furnish a certified statement (in the form of a sworn and notarized affidavit) setting forth the specific uses to be made of the data received from CCC. If requested by CCC, this certified statement is subject to the approval of CCC and shall be incorporated into this Agreement by reference. If requested to provide a certified statement, Seeker agrees neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of CCC. This Agreement authorizes CCC or its representative to audit any and all Portal paths and documents, to verify that the data is being used only in accordance with any approved certified statement and legitimate governmental business needs.
- c. Seeker agrees that the data received from Portal in its original form will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the Seeker or other entities without the prior express written consent of CCC.
- d. Should Seeker disclose any personal information obtained from CCC or Portal in any manner allowed under this Agreement, Seeker shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Seeker will make said records available to CCC upon request by CCC.

- e. Seeker shall not sell or repackage the data under the name of CCC or Portal or use the CCC seal with respect to any data obtained through this Agreement or Portal, except as allowable by law.
- f. No person shall be allowed to access CCC's Portal or shall be allowed access to data obtained from CCC's Portal for reasons outside of the Seeker's intended and legitimate use of such information under this Agreement.
- g. While some of the data contained in such court documents and court records is considered public information, some of the data to which Seeker is entitled is considered personally identifying information, the dissemination of which is limited by federal and/or state law. Seeker acknowledges that the improper dissemination of personally identifying information is a violation of Federal, State and local laws and that any individual in violation of applicable laws may be subject to criminal prosecution, fines and civil penalties for each improper disclosure of information. Thus, all information whether displayed on the screen or in printed form is for the exclusive use of Seeker and shall not be provided to anyone not a party to this Agreement except as provided in any Certified Statement of Use(s), as requested by CCC.
- h. Seeker agrees that each of the employees designated by Seeker who will be granted elevated access to Portal information will be given a copy of the CCC Portal Elevated Access User Agreement describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the provisions of this Agreement. Each designated employee, authorized agent and officer must sign and execute a CCC Portal System Elevated Access User Agreement. Signed copies of the CCC Portal Elevated Access User Agreement shall be returned to: Office of the Clerk of the Circuit Court of Cook County, Chief Information Officer, 69 West Washington, Suite 2500, Chicago, Illinois 60602 or emailed to cmsuseraccess@cookcountycourt.com. Access will not be granted until designated employees of Seeker have signed and returned the CCC Portal Elevated Access User Agreement.
- i. All members of the public must, by law, obtain copies of certified court records and court documents in accordance with the fees contained within the Clerks of Courts Act 705 ILCS 105/27.1b. Seeker may not use Portal to disseminate court records and documents outside of the provisions of the Clerks of Courts Act, 705 ILCS 105/27.1b.
- j. Seeker agrees not to use, sell, furnish, or otherwise make available any directory or lists or any other data supplied pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees; or to update, enhance, or verify any information which may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by Federal, State and local laws. A violation of this provision shall result in the CCC's revocation of access to Portal the Seeker for a term as determined by CCC.

- h. Should Seeker misuse Portal information or have a breach of its security of Portal that allows unauthorized users access to Portal and CCC information, Seeker shall be responsible for any costs CCC incurs in relation to notifying CCC customers of the unauthorized access and/or use of their information.
- i. Seeker agrees to hold the CCC, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release of personal information resulting from the acts or omissions, including negligence or misconduct of Seeker, its employees, agents or subcontractors in the performances of this Agreement. Should Seeker misuse any CCC information or have a breach of its security of Portal that compromises the security of CCC information which results in CCC having to notify its customers of the misuse or compromise of their information, Seeker shall bear all costs associated with said notification and breach.
- j. Breach of any of these provisions contained within this section by Seeker shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.

6. FORCE MAJEURE:

Seeker acknowledges that CCC agrees to provide Portal access to Seeker as an accommodation to Seeker. CCC shall not be responsible for any failure to deliver Portal in a timely manner or at all. In the event that CCC suffers a breakdown of its Portal stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of Portal to provide the services described in this Agreement; the aforementioned shall be known as force majeure. CCC shall notify Seeker of an event of force majeure that may delay or preclude provision of the data contemplated under this Agreement, and shall notify Seeker when such force majeure no longer exists or precludes or delays such provision of data. CCC shall have no further responsibility or liability to Seeker with respect to delays or undelivered data as a result of any action or inaction in whole or in part by Portal.

7. GOVERNING LAW AND JURISDICTION:

This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. Seeker agrees that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction CCC and Seeker hereby submits.

8. TERM AND TERMINATION:

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the material breach of any of the terms and conditions of this Agreement.

- b. Termination on notice. The parties shall each have the right to terminate this Agreement without cause upon 5 days prior written notice to the other party.
- c. Additional basis for termination. The CCC shall have the right to terminate this Agreement immediately if, at any time, Seeker shall breach any material provision of this Agreement.
- d. Survival of terms. The terms and conditions of Sections 2. Portal Equipment, 3. Portal Security, 4. Data Mining Prohibitions, 5. Use of Information, and 7. Governing Law and Jurisdiction and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement unless and until discharged by the parties.

9. NOTICE:

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party as outlined above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of, the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails.

10. GENERAL:

- a. Integrated Agreement. This Agreement constitutes the final agreement between the parties concerning Portal access by Seeker to the Portal System of the CCC and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. Assignment. Seeker may not assign any right or obligation hereunder without the prior express written consent of the CCC. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
- d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to

require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach of this agreement.

- f. Severability. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of the provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion(s), and to this end such provisions are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the _____ day of _____, 20____.

DATE: _____

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

By: _____

Iris Y. Martinez
Circuit Clerk

DATE: _____

Government Subscriber/ Agency Name

By: _____

“Authorized Signor”
Title, Government Subscriber/Agency