

**Agreement for Access to
Los Angeles Superior Court's Media Access Portal
Organization - Paid Subscription**

This Agreement is entered into by and between the Superior Court of California, County of Los Angeles ("LASC") and _____ ("Organization"), effective when fully executed by the parties.

Purpose. The purpose of this Agreement is to memorialize the parties' understanding with regard to LASC providing Organization's designated employees, agents, and members ("User") with remote access to certain data and documents ("Court Records") through LASC's Media Access Portal ("MAP") for legitimate news reporting purposes only as allowed by all applicable rules, laws, regulations and court orders.

Authority. Pursuant to Rule 2.504 subdivision (c) of the California Rules of Court, a court may condition electronic access to Court Records on a user's consent to access the records only as instructed by the court and on a users' consent to the court's monitoring of access to its records.

Description of Services. LASC will allow Organization's designated Users remote access through MAP to civil data and documents, including complaints of unlimited jurisdiction that have been received from a litigant but not yet processed for filing by LASC, Registers of Action for all litigation types except for juvenile, calendars for all litigation types except juvenile and other limited information for the purposes of legitimate news reporting within the scope of the designated Users' employment, contract, affiliation, relationship and/or association with Organization. LASC will also allow Organization's designated Users electronic access to family law and probate Registers of Action along with the option to request Court Records through MAP, for the purposes of legitimate news reporting within the scope of the designated Users' employment, contract, affiliation, relationship and/or association with Organization.

Organization's designated Users will also be able to access additional features such as case notifications, free name searches, new filing search capabilities and other services as they are developed for the purposes of legitimate news reporting within the scope of the designated Users' employment, contract, affiliation, relationship and/or association with Organization.

Terms of Use. Organization and its designated Users acknowledge the limitations and conditions on public access to electronic trial court records as well as the notice provisions outlined in Rule 2.504 of the California Rules of Court. Use of information accessed or obtained through MAP is permissible only to the extent permitted by law or court order.

Organization accepts full responsibility for ensuring that its designated Users access MAP solely for legitimate news reporting purposes; that its designated Users do not misuse their ability to access MAP, do not make the unauthorized sale, assignment, or transfer of their ability to access MAP, and do not make any unlawful disclosures or misuse of information obtained via MAP.

Organization is responsible for ensuring that its designated Users carefully review, understand and agree to the terms and conditions herein and sign the Acknowledgment of and Agreement to the terms and conditions of this Agreement attached hereto as **Exhibit A**.

Organization further understands that pursuant to Rule 1.201 of the California Rules of Court, litigants and their attorneys filing documents with the court are responsible for redacting confidential identifiers, including but not limited to social security numbers and financial account numbers, from all pleadings submitted to the court. The court clerk will not review each pleading or other paper for compliance with this provision, as provided in Rule 1.201 subdivision (b). Accordingly, certain confidential information may inadvertently remain in Court Records. Organization agrees to enforce User compliance with all applicable laws, rules and regulations generally, and related to personal privacy and confidentiality specifically, and assumes full responsibility for the access to and use of information obtained in Court Records. Should any form of data breach occur, Organization and its designated Users bear sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

Security. Organization agrees to disable User accounts immediately in the event that its designated User(s) no longer require access to Court Records as part of their job duties or are no longer employed by or associated with the Organization. Organization shall also ensure that its designated Users do not share MAP username and passwords and that its designated Users restrict MAP access to legitimate news reporting purposes. Organization agrees to designate a MAP Administrator to manage User MAP accounts, to ensure User compliance with the terms of this Agreement and to act as the Organization's contact for LASC regarding User access and issues.

Access Audit Logging. LASC reserves the right to perform audits as necessary to determine compliance with this Agreement. LASC reserves the right to monitor and record all access to all Court Records by Organization and its designated Users at LASC's discretion.

Agency Staff Training and Audit Responsibilities. Organization agrees to educate and train its designated Users regarding how to access and use Court Records through MAP, as well as the terms and conditions of use set forth in this Agreement in order to ensure their compliance. LASC will provide User the ability to generate audit reports to monitor its designated Users' access to Court Records. Organization agrees to perform

periodic audits of its designated Users' access and usage to ensure that Court Records are accessed and used in compliance with this Agreement and all applicable laws, rules, regulations and court orders.

User Fee and Transaction Volumes. Pursuant to Rule 2.506 and Government Code section 68150 subdivision (l), LASC will provide this service to Organization for a minimal annual cost recovery fee based on the number of User(s) designated by Organization as specified below. The annual cost recovery fee represents the reasonable costs to LASC of providing automated systems for public access to its electronic records. No limitation will be placed on transaction volumes at this time. However, LASC will monitor User usage and the costs required to provide this service. In the event LASC determines that the costs associated with operating this service are unmanageable or exceed the fee charged to Organization, LASC reserves the right to limit transaction volumes, terminate this service or increase future annual cost recovery fees to offset the costs of providing this service.

Organization elects to pay the following annual cost recovery fee for MAP access as outlined below:

- Up to ten (10) Users for \$3,500 annually
- Unlimited Users for \$5,000 annually

In the event that Organization fails to make a timely payment of the annual cost recovery fee for renewal of access to MAP under the terms of this Agreement, then its designated Users' access to MAP will be limited automatically to access allowed under the Free Subscription plan, i.e., access from the Mosk Media Room to civil data and documents, Registers of Action for all litigation types except juvenile, calendars for all litigation types except juvenile and other limited information for the purposes of legitimate news reporting, until such time Organization pays the annual cost recovery fee for access to the Paid Subscription. During the time period in which Organization's access is limited to the Free Subscription plan, Organization and its designated Users will nonetheless be subject to all of the duties and obligations set forth in this Agreement.

Accuracy of Received but not Filed Complaints of Unlimited Jurisdiction. Court Records accessed by Organization's designated Users through MAP include copies of complaints that have been submitted to the court but not yet officially filed by LASC. Organization and its designated Users acknowledge that these complaints may be subsequently rejected and not filed. Further, if received but unfiled complaints are subsequently rejected, modified, or resubmitted, Organization and its designated Users understand that the official court record may differ from the complaint initially accessed and reviewed. Organization and its designated Users bear sole responsibility for their actions in reporting or publishing by any means, or in any way acting upon, information

contained in the unfiled unlimited complaints accessed through MAP, in accordance with the Liability and Indemnification provisions of this Agreement.

Termination. Any party may terminate this Agreement at any time and for any reason, with or without cause. LASC reserves the right to immediately suspend service to Organization and/or any or all of its designated Users, without prior notice, if LASC determines that this Agreement has been violated by Organization or any of its designated User(s). LASC may reinstate suspended service upon verification that violations have been corrected and that measures have been taken by Organization and/or its designated User(s) to prevent future violations.

Liability and Indemnification. Organization and its designated Users shall indemnify, defend, and hold harmless LASC, the State of California, the Judicial Council of California, and their respective elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent that such liability results from User and/or Organization's acts and/or omissions arising from or related to this Agreement, including but not limited to any privacy claims arising out of access to or use of MAP by Organization and/or its designated Users.

It is so agreed, effective the date set forth above.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

(Organization)

DAVID W. SLAYTON
Executive Officer/Clerk of Court

(Print Name)
On Behalf of Organization

(Date)

(Signature)
On Behalf of Organization

(Date)

(Address)

(Print Name)
Organization MAP Administrator

(Email)
Organization MAP Administrator

(Phone Number)
Organization MAP Administrator

EXHIBIT A

Designated User Acknowledgment of Agreement for Access to
Los Angeles Superior Court’s (“LASC”) Media Access Portal (“MAP”)
Organization – Paid Subscription (“Agreement”)

Between LASC and _____ (“Organization”) dated _____

I, _____, am an employee, agent and/or member of Organization. I have received a copy of the Agreement for Access to LASC’s MAP between LASC and Organization. I have reviewed and fully understand the terms and conditions of the Agreement, including but not limited to my duties and responsibilities to access MAP for legitimate news reporting purposes only, within the scope of my employment, contract, affiliation, relationship, and/or association with Organization, in compliance with all laws, rules and court orders. I understand and attest that I am a designated User of Organization as defined by the Agreement, and I hereby agree to all of the terms and conditions of the Agreement. I agree to refrain from accessing MAP for any reason immediately after I am deemed no longer a Designated User by LASC, Organization and/or the Organization MAP Administrator for any reason.

(Print Name)
Designated User of Organization

(Signature)
Designated User of Organization

(Date)

(Email)

(Phone Number)