MEDIA ACCESS PORTAL USER AGREEMENT
SINGLE USER PAID SUBSCRIPTION
(FORM LASC ADM 126)

Agreement for Access to
Los Angeles Superior Court's Media Access Portal
Single User - Paid Subscription

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

Purpose. The purpose of this Agreement is to memorialize the parties' understanding with regard to LASC providing 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 User 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. LASC will also allow User 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.

Terms of Use. User acknowledges 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.

User accepts full responsibility for accessing MAP solely for legitimate news reporting purposes; that User does not misuse its ability to access MAP, does not make the unauthorized sale, assignment, or transfer of its ability to access MAP, and does not make any unlawful disclosures or misuse of information obtained via MAP.

User 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. User agrees to comply 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, User bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

Security. User agrees not to share its MAP username and password and to restrict its MAP access to legitimate news reporting purposes.

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.

User Fee and Transaction Volumes. Pursuant to Rule 2.506 and Government Code section 68150 subdivision (l), LASC will provide this service to User for a minimal annual cost recovery fee of $750 annually. 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 User, 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.

In the event that User 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 User's 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 User pays the annual cost recovery fee for access to the Paid Subscription. During the time period in which User's access is limited to the Free Subscription plan, User will nonetheless be subject to all of the duties and obligations set forth in 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 User, without prior notice, if LASC determines that this Agreement has been violated by User. LASC may reinstate suspended service upon verification that violations have been corrected and that measures have been taken by User to prevent future violations.

Liability and Indemnification. User 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'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 User.

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

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

SHERRI R. CARTER
Executive Officer/Clerk of Court

(Date)

(Print User Name)

(Signature)

(Date)

(Address)

(Email)

(Phone Number)