

**BULK RECORDS LICENSE AGREEMENT - DATA EXTRACTS**

This License Agreement (hereinafter, "Agreement") is entered into on the date set forth below

between the Arkansas Administrative Office of the Courts ("AOC") and

\_\_\_\_\_ ("LICENSEE").

LICENSEE'S address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

LICENSEE'S federal tax identification number is \_\_\_\_\_.

This Agreement, entered into pursuant to Arkansas Supreme Court Administrative Order 19 (VI), is for the purpose of establishing the terms and conditions under which AOC agrees to provide

LICENSEE one or more extracts of court data from AOC's databases of civil, probate, domestic relations, criminal, and traffic cases in district, circuit and appellate courts. These extracts are further defined in Article I.

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I. **DEFINITIONS**

- A. Contexte - Arkansas case management database of court filings in Arkansas, as provided and maintained for the clerks of court by AOC.
- B. CMS – Legacy case management system used by AOC to collect filing and disposition information from circuit courts.
- C. Monthly Extract – monthly extract of all cases in the Contexte and CMS databases.
- D. Transactional Update – Periodic extract of transactional updates to the last monthly extract.
- E. Case - a record or group of records constituting a single, independently filed action.
- F. Case number - a reference number used to indicate all records common to a single case, consisting of the court indicator, case type, year of filing, and sequence number unique to the court of filing for the case type within the year of filing.
- G. Contact persons - the contact persons named in Attachment C of this Agreement and their successors.
- H. Customer - a person who directly or indirectly purchases or acquires from a LICENSEE any data provided pursuant to this Agreement, whether repackaged, reformulated, reformatted, or copied, whether for his or her own use or to provide search services to his or her own customers or subscribers, if said data are transmitted in a format that contains data elements from more than one case.
- I. Data extract - a compilation of criminal or civil case data, extracted from the Contexte or CMS database(s) and formatted for electronic transmission to LICENSEE.
- J. Compiled Data Extract – a one-time custom compilation of criminal or civil case data, extracted from the Contexte or CMS database(s) and formatted for electronic transmission to LICENSEE.
- K. Disaster recovery mode - any incident or state of operations during which processing or data storage for any AOC information system is transferred from the system's regular operating environment to a "backup" or "hot site" for continued operation, as the result of a disaster, including, but not limited to, damage to, destruction of, or threat to AOC information technology or facilities by natural disaster, civil disorder, acts of war, terrorist acts, compromise of facility or network security, or acts of God.
- L. File number - see Case number.
- M. Inaccurate data - any data reported about a case by LICENSEE to a subscriber or customer, which data does not match exactly the data for that case as reflected in the most recent recurring extract file in which data for that case were included, and which file was available for download by the LICENSEE more than 24 hours prior to provision of the data to the subscriber or customer.
- N. Person - an individual or an entity, including, but not limited to, corporations, whether for profit or not for profit, partnerships, limited liability companies, joint venturers, and units and agencies of local, state, and federal government.
- O. Priority users - officials, officers, employees, agents, and contractors of the Judicial Branch, and of other state and local government agencies, including, but not limited to, law enforcement agencies that access Contexte or CMS in order to perform their official duties.
- P. Proprietary information - all user identifiers, passwords, computer software, documentation, and user manuals, if any, supplied by AOC to LICENSEE pursuant to this Agreement.
- Q. Recurring data extract - any data extract file produced on a regularly scheduled basis.
- R. Subscriber - any person who acquires from LICENSEE the results of LICENSEE'S search of any records provided to LICENSEE pursuant to this Agreement, or a subset of those records, or the right to conduct his or her own searches of those records.
- S. Performance Bond – a surety bond issued by insurance company or an irrevocable letter of credit from a federally insured financial institution issued to guarantee performance under this license agreement.

## II. AOC'S DUTIES

- A. Selected Extracts. AOC will provide, based upon acceptance of LICENSEE'S request, the Contexte and CMS extracts, as defined in Article I of this Agreement.
- B. Exclusions. Each monthly data extract will exclude the following: all records that are not public records under the Administrative Order 19; all records exempt from disclosure by other statute; all records sealed by order of the court by which they are maintained; and full social security numbers, driver's license or equivalent state identification card numbers, account numbers and PINs of specific assets, liabilities, accounts, and credit cards.
- C. User Manual. AOC will provide an inquiry user manual to LICENSEE as applicable for the data extracts provided.
- D. Documentation. AOC will provide file layout and documentation for each data extract provided.
- E. Offense Codes. AOC will provide its most current list of offense codes to any LICENSEE provided with any data extract.
- F. Implementation Dates. AOC will provide a list of dates of implementation of Contexte and CMS for each court, as applicable for the data extracts provided.
- G. Limited Technical Support. AOC will provide limited support to LICENSEE for the purpose of resolving technical support problems with downloading the data extract files from AOC's file servers.
- H. Support Limitations. Support for use and interpretation of any data received is limited to the documentation provided pursuant to this Article.

## III. LIMITS ON AOC'S DUTIES

- A. Data Limits. The data in each data extract provided pursuant to this Agreement are subject to the following limitations:
  - 1. Data availability is based on the dates Contexte and CMS were implemented in a particular court; those dates are provided pursuant to Article II of this Agreement. In some courts, the clerk of court has chosen to enter into Contexte or CMS case data from dates prior to that court's implementation of Contexte or CMS; for those counties that data will be included in the relevant extracts.
  - 2. The official custodian of all official court records for each court is the clerk of court. AOC is not the official custodian of any record provided in any Contexte data extract where the court is indicated as a full Contexte user. Each data extract may contain data entered by AOC into the Contexte or CMS databases as reported to AOC by the court. AOC warrants that the records in each data extract are accurate reflections of the databases from which they were extracted, but does not warrant the accuracy of the databases themselves.
  - 3. Use of the data contained in a data extract may not be classified as a certified record check. A certified report of a criminal record search of a person's record in a particular county may be obtained from the clerk of court of that county, upon payment of a statutory search and/or certification fee.
  - 4. AOC is not liable for any damages incurred by LICENSEE resulting from the inaccuracy or incompleteness of any information in any official court record, provided the extract of any data matched the relevant database at the time of extraction. It is expressly understood by the parties that it is LICENSEE'S responsibility to verify information or data obtained in any data extract with official information reposing at the court of record.
  - 5. AOC is not liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of AOC.
  - 6. AOC is not liable for any demand or claim, regardless of form of action, for any

damages resulting from the use by LICENSEE of any computer programs or other materials provided under this Agreement. AOC has no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as AOC deems necessary.

7. If AOC is in disaster recovery mode, AOC is not liable for any demand or claim, regardless of form of action, for any damages arising from denial of access or inability to access data from the AOC system.
  8. AOC is not liable to LICENSEE for any damages resulting from LICENSEE'S alteration or modification of data supplied pursuant to this Agreement, unless AOC made, directed, or required such modification or alteration.
  9. AOC is not liable to LICENSEE 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 that may arise from the use, operation, or modification of AOC data extracts.
- B. Access Limits. LICENSEE'S access to all data extracts provided pursuant to this Agreement is subject to the following limits:
1. AOC may at any time delay, limit, or deny LICENSEE'S access to the data in the event the demand on the system resources for LICENSEE'S access would significantly impair the ability of priority users to perform their normal business functions.
  2. Whenever AOC enters disaster recovery mode for any AOC information system, LICENSEE will not have access to data extracts from any AOC information system while AOC is operating any information system in disaster recovery mode.
  3. LICENSEE'S access to extract files may be suspended temporarily in the event of system maintenance, system outages, or interruptions of service that does not require activation of disaster recovery mode.
  4. AOC shall make reasonable efforts to provide LICENSEE with prompt written notice of any delay, limitation, or denial of access and of its anticipated duration, and will promptly notify LICENSEE when full access is again available.
  5. AOC is not liable for any damages incurred by LICENSEE resulting from any delay, limitation or denial of access, or inability to access, referred to in this Article.
- C. No Warranty. Except as expressly provided elsewhere in this Agreement, AOC makes no warranty whatsoever, of any kind or nature, express or implied, to LICENSEE. Without limitation on the generality of the foregoing, AOC specifically disclaims any warranty of merchantability or of fitness for a particular purpose with respect to any data extract provided pursuant to this Agreement, or with respect to the data in any such extract. The AOC also specifically disclaims any warranties, express or implied, for any computer programs and associated materials provided hereunder, or that the information or data accessed are accurate, correct, or complete.
- D. No Assistance to LICENSEE'S Customers. AOC will not provide any support or assistance of any kind to LICENSEE'S subscribers or customers.
- E. Limitation of Liability. Limitation of Liability. LICENSEE agrees that any remedy available to LICENSEE will be limited to a refund of the purchase price of the license.

#### IV. **LICENSEE'S PAYMENT DUTIES**

- A. Fees and Fee Changes. LICENSEE agrees to pay all amounts due under this Agreement, as described in "Attachment A - Extract Fees," appended to this Agreement. Extract fees may be recalculated once a year. Accordingly, the schedule of fees in Attachment A is subject to change annually. LICENSEE will be provided at least

thirty (30) days' notice before the effective date of any change in fees.

- B. Payment of Historical Extract Fees. Fees for historical data extracts from Contexte or CMS are non-refundable and will be billed on a one-time basis; payment must be received before the extract program is executed. Payment for any historical extract must be made to the "Arkansas Administrative Office of the Courts" at the following address:

Arkansas Administrative Office of the Courts  
625 Marshall Street, Justice Building  
Little Rock, AR 72201

- C. Performance Bond. LICENSEE agrees to execute a performance bond, as described in Article V, Section B, and as provided on form AOC-A-204 (Performance Bond for License Agreement), and to be bound by the terms and conditions thereof. Agencies of the State of Arkansas are exempt from this performance bond requirement.
- D. Billing and Payment for Recurring Extracts. LICENSEE will be billed monthly for all recurring data extracts to be received during the upcoming month. Payment is due on receipt of the invoice. Payment for recurring extracts must be made to the "Arkansas Administrative Office of the Courts," at the same address as in Section B above.
- E. Late Fee. If payment is not received within thirty (30) days of the date of the invoice, a late fee, as specified in Attachment A, will be assessed and is due and payable immediately upon notice from the AOC.
- F. Termination and Reinstatement. If any payment due under the terms of this Agreement becomes sixty (60) days in arrears, the AOC will immediately terminate this Agreement pursuant to Article VIII, Section B, and disconnect LICENSEE'S access to AOC systems. LICENSEE may be permitted to reinstate this Agreement and access to AOC systems hereunder, but reinstatement is within the sole discretion of the AOC. In addition to any other condition that the AOC deems appropriate, reinstatement is dependent upon LICENSEE'S payment, prior to reinstatement, of all outstanding amounts due and the reinstatement fee set out in Attachment A. If access is terminated pursuant to this provision for a LICENSEE that subscribes to any recurring data extract under this Agreement, and LICENSEE'S resulting lack of access to recurring data extract files persists for a duration longer than the applicable recurring data extract files are retained on the AOC's file server accessible to LICENSEE for download of extract files, the file(s) required to make LICENSEE'S records of the type contained in the recurring data extract current may no longer be available on that server. If so, LICENSEE shall be required, as an additional condition of reinstatement, to pay the regular, monthly cost for any calendar month from which recurring data extract files must be provided to bring LICENSEE'S data current. Provided, however, that this additional monthly cost shall not be assessed for a particular calendar month if, prior to termination, LICENSEE has already paid the cost of the recurring data extract applicable to that month.
- G. Permanent Revocation. AOC reserves the right to permanently revoke access to LICENSEE, if LICENSEE'S access is terminated for nonpayment.

#### V. LICENSEE'S UPDATE DUTIES

- A. Update Duties. The following are LICENSEE'S update duties.
1. LICENSEE will not provide inaccurate data to its customers or subscribers.
  2. LICENSEE shall update its records, in chronological order, with any extract of new, updated, or deleted case records from a recurring extract within 24 hours of the updated extract file's availability on AOC's extract server.

3. LICENSEE shall not provide to any of its subscribers or customers any data other than the data in its most recently updated records.
4. Each time LICENSEE updates its records, LICENSEE will purge from all of its records, in all forms, all data related to a case record prefaced by the "delete" instruction code in the Transactional Update. No deleted record will be made available in any way or form to any person at any time for any reason. Nothing in this provision shall prevent LICENSEE from retaining backup copies of each file received of the Transactional Update, but such backup copies may be retained only for the purpose of database restoration and shall not be made available in any form to any person at any time for any reason. This duty shall survive the termination of this Agreement and shall be observed by LICENSEE forever.

**B. Damages and Performance Bond**

1. LICENSEE acknowledges that any breach of its update duties may
  - a) Cause it to provide its subscribers and customers with inaccurate data, creating the potential for substantial harm to persons whose records are affected and to others who rely on those records.
  - b) Cause AOC to incur personnel, technology, and other costs in receiving, investigating, and responding to complaints; verifying inaccuracies and identifying their source; and enforcing LICENSEE'S compliance with its duties under this Agreement.
  - c) Cause AOC to incur further expense in dealing with claims arising from LICENSEE'S breach.
2. The parties agree that any damages incurred by AOC as a result of any such breach are to some extent speculative and difficult to determine after the breach.
3. Therefore, in order to avoid litigation concerning the nature and extent of the damages resulting from each such breach, to provide AOC with reasonable compensation for those damages, to limit LICENSEE'S exposure to an agreed amount, and to provide an incentive to LICENSEE to perform its update duties, for each verified breach of LICENSEE'S update duties, LICENSEE will pay to AOC, immediately upon AOC's verification of the breach, liquidated damages in the amount set out in Attachment A.
4. To secure the payment of liquidated damages, as provided in Subsection 3 above, LICENSEE, upon the execution of this Agreement, must submit to AOC a completed Form AOC-A-204 (Performance Bond for License Agreement). [See IV (C) exempting agencies of the State of Arkansas.] The performance bond shall be in the following form:

A performance bond in the amount specified in Attachment A under "Performance Bond," in the form of a Corporate Surety Bond secured by at least one corporate surety, or an irrevocable letter of credit from a federally insured financial institution.

Upon notification to LICENSEE that the AOC has verified a breach of LICENSEE'S update duties, as described in Section A of this Article, LICENSEE shall immediately pay to the AOC the liquidated damages amount indicated in Attachment A to this Agreement. If the AOC has not received payment of the liquidated damages within thirty (30) days of notice and demand to the LICENSEE, the AOC shall pursue forfeiture of LICENSEE'S bond posted pursuant to this Section, of which the enforcement costs, including, but not limited to, court costs and attorney fees, shall be borne by LICENSEE.

In the event of initiation of forfeiture proceedings against LICENSEE'S bond due to breach of its duty to pay liquidated damages upon AOC's verification of inaccurate data, LICENSEE will be required to deposit with AOC a new performance bond, in the

- amount specified in Attachment A, in order to continue access to AOC's extract files.
5. If LICENSEE again provides inaccurate data within two years of a previous verified inaccuracy, LICENSEE'S bond will be forfeited and this Agreement will terminate.
  6. Within thirty (30) days after termination of the Agreement under conditions that do not require the forfeiture of the bond, the bond will terminate.
- C. Response to Complaints - Investigation, Suspension, and Termination. LICENSEE acknowledges and agrees that reports of errors in data provided by LICENSEE to its subscribers or customers or any other failure to comply with LICENSEE'S update duties will be subject to investigation and response by the AOC, as described in this Section.
1. Upon any report or complaint that data provided directly or indirectly by LICENSEE to any person are inaccurate, AOC will first investigate to verify the following:
    - a) LICENSEE'S data referenced by the complainant are, in fact, inaccurate;
    - b) The data were obtained from AOC; and
    - c) The data were accurate in the data extract files provided by AOC.
  2. Upon such verification, AOC will notify one of LICENSEE'S contact persons of the inaccuracy, as well as LICENSEE'S duty to pay liquidated damages in the amount set out in Attachment A, pursuant to Section B.3 of this Article. These liquidated damages are due and payable independent of LICENSEE'S corrective action, as explained in Section C.3 below.
  3. Upon such notification, LICENSEE will have a reasonable time to correct the inaccuracy. Correction may require, in the sole discretion of AOC's Chief Information Officer, reapplication of extract files, including, but not limited to, a complete erasure of LICENSEE'S records from AOC and sequential restoration of those records from any historical and recurring data extracts provided to LICENSEE under this Agreement or purchase of a new historical extract.
  4. When AOC is satisfied that LICENSEE'S records are accurate and the data that were the source of the complaint have been corrected, AOC will so notify LICENSEE'S contact person and the complainant of the correction. Pursuant to Sections B.4 and B.5 of this Article, LICENSEE, to continue its access to AOC's extract files, will be required to provide a new performance bond if it forfeited its initial performance bond due to breach of its duty to pay liquidated damages.
  5. Upon a subsequent report or complaint that data provided by LICENSEE to any person are inaccurate, AOC will investigate and verify the inaccuracy as provided above.
  6. If LICENSEE provides inaccurate data within two years of a previous verified inaccuracy, and the subsequent inaccuracy is verified as provided in Subsection 1, above, this Agreement will immediately terminate and may not be reinstated.
  7. In order to allow AOC to conduct the investigation and verification provided for in this Article, as well as random security checks, LICENSEE shall provide to AOC, upon request, complete records from LICENSEE'S database(s), upon receipt from AOC of a list of names or case numbers, as part of AOC's investigations or security checks.
  8. AOC is under no obligation to notify LICENSEE of any complaint during the course of AOC's investigation or after its conclusion, should AOC determine that LICENSEE'S data are accurate, or that the source of the data was an entity other than AOC.
  9. AOC is under no obligation to identify the specific data that are the source of a complaint, and may, in fact, be prohibited by law from doing so.
  10. Any failure by LICENSEE to comply with an instruction given by AOC pursuant to this Article will result in immediate termination of this Agreement.
  11. By investigating, verifying, and confirming a correction as provided in this Article, AOC assumes no obligation to LICENSEE with regard to LICENSEE'S potential

liability to a complainant or any other person as a result of the dissemination of inaccurate data under investigation.

**VI. LICENSEE'S OTHER DUTIES**

- A. Required Disclaimer. LICENSEE shall prominently display a disclaimer in each report of a record search provided to a subscriber, with each transfer of data to a customer, and at each search access portal made available to a subscriber. The disclaimer shall read:  
"The official custodian of all official court records for each court in Arkansas is the clerk of court. The Arkansas Administrative Office of the Courts (AOC) is not the official custodian of any case record and provides only copies of data entered or provided by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record."
- B. Source of Data. LICENSEE shall not enter into any agreement with a customer that bars the customer from revealing to AOC the name of LICENSEE as the source of its data, or that penalizes the customer for so doing.
- C. Update Duties of LICENSEE'S Customers. LICENSEE shall impose upon each of its customers all of the update duties specified in Article V, Section A of this Agreement, as well as the duty specified in Section B of this Article.
- D. Proprietary Information. All proprietary information supplied by AOC to LICENSEE is the confidential property of AOC, subject to the proprietary rights of AOC, and is provided for the sole internal use of LICENSEE in making use of the data extracts provided pursuant to this Agreement. LICENSEE shall hold all proprietary information in the strictest confidence. LICENSEE shall exercise at all times the same care with respect to all proprietary information that LICENSEE would exercise in the protection of LICENSEE'S own proprietary information. LICENSEE shall not release or disclose any proprietary information to any other person without the express prior written consent of AOC.
- E. LICENSEE'S Subsidiaries. As part of this Agreement (see Attachment B), LICENSEE shall provide AOC with a list of all of LICENSEE'S websites, subsidiaries that use or distribute information obtained from AOC, and all other names by which LICENSEE does business. LICENSEE will update this list and send it to AOC within thirty (30) days of any change.
- F. User Name and Password. LICENSEE shall provide to AOC a non-expiring username and password for access to any service, application, or database that will include, incorporate, or process data received from AOC as part of providing data to any subscriber or customer. This username and password shall be provided without cost or condition.
- G. Termination for Failure to Comply. Any failure of LICENSEE to comply with the requirements of this Article is grounds for termination for cause, pursuant to Article VIII, Section B of this Agreement.
- H. Return or destruction. At the termination of this Agreement LICENSEE shall return to AOC or destroy any information or data provided by AOC under this Agreement in any form, held by the Licensee or any officer, employee or agent of Licensee.
- I. Resale of Data. The LICENSEE shall not reproduce or distribute or disseminate the transferred database files in bulk but only in response to an individual record inquiry. "In bulk" shall include, but is not limited to, via multiple records or on CD-ROM or other electronic or optical media.
- J. Subcontracting. The LICENSEE shall not enter into subcontracts relating to this Agreement.

**VII. CONTACT PERSONS AND NOTICES.**

- A. Contact Information. LICENSEE shall provide all contact information requested in Attachment C to this Agreement.
- B. Contact Persons. LICENSEE shall designate up to two (2) contact persons in Attachment C. At no time shall there be more than two contact persons for LICENSEE.
- C. Contacts Limited to Contact Persons. The two contact persons are the only individuals, in addition to the signatory(ies) to this Agreement (if different), permitted to contact the AOC on LICENSEE'S behalf for any reason other than reset of a password for the user ID of a password administrator, as provided in Section E below. At least one of these contact people shall be available to the AOC on weekdays from 8:00 a.m. until 5:00 p.m., Central Time, with the exception of legal holidays on which Arkansas state government offices are not open. LICENSEE expressly represents that any person designated as a contact person is its legal agent with full authority to act individually on LICENSEE'S behalf for performance and fulfillment of LICENSEE'S obligations under this Agreement, including, but not limited to, notifying the AOC of changes to LICENSEE'S contact information, contact persons, and password administrators; receiving any and all notices from the AOC under this Agreement; and responding to the AOC's requests for information or action from LICENSEE.
- D. Password Administrators. LICENSEE shall designate up to two (2) password administrators in Attachment C. At no time shall there be more than two password administrators for LICENSEE.
- E. Contacts Limited to Password Administrators. LICENSEE'S password administrators are responsible for resetting revoked or expired passwords for all user IDs provided to LICENSEE pursuant to this Agreement. The AOC Help Desk will reset passwords for no user ID provided to LICENSEE pursuant to this Agreement, except for the two user IDs assigned to the individual password administrators, and then only upon confirmation satisfactory to the AOC that the individual requesting the reset of a password for a specific user ID is the password administrator to whom that user ID was assigned by the AOC. LICENSEE acknowledges and agrees that it is within the sole discretion of the AOC to delay the reset of the password for a password administrator's user ID for a reasonable time until AOC Help Desk staff or the Remote Public Access Coordinator is satisfied that a request for such reset has originated with the individual password administrator to whom the user ID in question was assigned by the AOC. This verification process may include a demand for a written request from a contact person or signatory to this Agreement for reset of the password in question.
- F. Dual Roles. An individual may be both a contact person and a password administrator for LICENSEE, but such individual must be designated separately as both in Attachment C, and LICENSEE must provide all information requested for that individual in both roles.
- G. Change in Information. Any change to LICENSEE'S contact information, contact person information, or password administrator information shall be communicated to the AOC by any means of communication listed in Section I of this Article.
- H. Notices to LICENSEE. Any notice or other communication from the AOC to LICENSEE shall be deemed sufficient if sent to either contact person or to any signatory to this Agreement using the contact information provided in Attachment C, and via any means of communication listed in Section I of this Article.
- I. Notices to AOC. Any notice or other communication from LICENSEE to AOC shall be deemed sufficient if sent by mail, facsimile, or email to AOC using the contact information listed below.

Bulk Records License Agreement

**Mail:** Arkansas Administrative Office of the Courts  
Court Information Systems Division  
625 Marshall Street, Justice Building  
Little Rock, AR 72201  
**Fax:** (501)682-9410  
**Email:** [aoc.cis.mgr@arkansas.gov](mailto:aoc.cis.mgr@arkansas.gov)

- J. Notices in Writing. Unless stated otherwise in this Agreement, all notices between the parties shall be in writing and shall be sent by mail, facsimile, or electronic transmission.

VIII. **TERM AND TERMINATION**

- A. Effective Date. The term of this Agreement shall begin on the date of its execution and shall continue until terminated by either party.
- B. Termination for Cause. If LICENSEE fails to perform its duties, as specified in the Agreement, or violates any of the agreements or stipulations of the Agreement, AOC may terminate this Agreement for cause, without prior notice, as provided elsewhere in this Agreement.
- C. Termination without Cause. Either party may terminate this Agreement without cause upon giving the other party thirty (30) days' notice.
- D. Termination for Convenience of the State. AOC may terminate this Agreement at any time without notice, for the convenience of the State.
- E. Termination for Insolvency. The filing of bankruptcy, whether voluntary or involuntary, or the commencement of any other action or proceeding alleging the insolvency of LICENSEE, shall immediately terminate this Agreement. LICENSEE shall notify AOC immediately upon the filing or commencement of any action alleging insolvency of LICENSEE.
- F. Payment upon Termination. If this Agreement is terminated, LICENSEE shall be liable for the entire normal monthly fee in the month of termination, regardless of the date of termination in that month.

IX. **MISCELLANEOUS**

- A. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto are not binding on either party.
- B. Assignment. This non-exclusive Agreement and the LICENSEE'S rights under this license are personal to it and may not be transferred, assigned, delegated, or sold for any purpose whatsoever without the prior written consent of the AOC.
- C. Modification. No modification, amendment, deletion, or alteration of any of the terms and conditions of this Agreement shall be effective unless it is in writing and signed by both parties, with the exception of changes in contact persons as detailed in Article VII and Attachment C of this Agreement and periodic fee changes set out in Attachment A.
- D. Counterparts. This Agreement is to be executed in duplicate originals, and each duplicate shall be deemed an original copy of the Agreement for all purposes.
- E. Headings. The table of contents and headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.
- F. Severability. If any court of competent jurisdiction shall for any reason hold any section or provision of this Agreement invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions of this Agreement.
- G. Governing Law and Situs. This Agreement shall be governed in all respects by the law of the State of Arkansas, and venue for any action hereunder shall be in Pulaski County, Arkansas.

## Bulk Records License Agreement

- H. 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.
- I. Other Laws. To the extent the data obtained under this Agreement are subject to other laws, statutes, court rules, administrative rules, or regulations, either federal or state, that govern the use of the data, the provisions of those other laws, statutes, court rules, administrative rules, or regulations, either federal or state, shall apply to the data.
- J. Indemnification. LICENSEE shall defend, indemnify, and hold harmless the State of Arkansas, AOC, and officials, officers, employees, and agents of either of them, from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred by them or any of them as the result of the assertion of any claim, demand, suit, action, judgment, or execution for damages of any kind and by whomever and whenever made or obtained, that result directly or indirectly from LICENSEE'S performance under this Agreement.
- K. Status of Parties. The parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- L. Non-Exclusive Agreement. This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit.
- M. Waiver. The failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver of the rights or remedies of either party to enforce such term or any other term of this Agreement on any other occasion. No term or condition of this Agreement shall be held to be waived, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
- N. Survival. The provisions of Sections III.A.4 thru III.A.6, III.A.8, III.A.9, III.B.5, III.C, III.E, IV.A, IV.F, IV.G, V.A.1, V.A.3, V.A.4, V.B.3, V.B.4, V.B.6, V.C.7, V.C.9, V.C.11, VI.A, VI.B, VI.D, VIII.G, IX.F, IX.G, and IX.M of this Agreement shall survive the termination of this Agreement.
- O. Availability of State Funds. All payments made to AOC by LICENSEE are deposited by AOC in the Fine Collection Enhancement Fund. The performance of AOC's duties under this Agreement is subject to the availability of the moneys in that Fund or of other State funds to enable it to perform those duties.
- P. Legal Authority. If at any time for any reason AOC concludes, or it is determined by a court of competent jurisdiction, that AOC was without authority to enter into this Agreement, this Agreement will terminate, without further obligation or liability to LICENSEE by the State of Arkansas, AOC, or any official, officer, employee, or agent of either.

Bulk Records License Agreement

**X. SIGNATURES**

By signing below, the parties acknowledge that they are authorized to sign this Agreement and bind themselves or their respective agencies and companies.

<b>For LICENSEE:</b>	
COMPANY NAME (Type or Print)	
NAME of President (Type or Print)	
SIGNATURE of President	
Attest:	
NAME of Secretary (Type or Print)	
SIGNATURE of Secretary	
Affix corporate seal:	

<b>For THE ARKANSAS ADMINISTRATIVE OFFICE OF THE COURTS:</b>	
John Stewart, Deputy Director	
Date	

Bulk Records License Agreement

**Attachment A**

Extract Fees Effective JULY 1, 2012

<b>Extract Type: BULK DATA SUBSCRIPTION</b>	
<b>Fees</b>	<b>Current Total Costs Each Licensee</b>
Account Setup Fee	\$1,000
Monthly Transactional Update Fee	\$200/month
Late Payment Fee (for bill due 30 days or more)	\$75/late payment
Reinstatement upon Termination	\$500
<b>Performance Bond</b>	
Liquidated Damages	\$5,000
Corporate Surety Bond or Irrevocable Letter of Credit	\$5,000 *

\*The Performance Bond requirement shall be waived for an agency of the State of Arkansas.



Bulk Records License Agreement

**Attachment C**

Licensee Contact Information

<b>Instructions:</b> Use this form to provide or update LICENSEE's contact information and to designate administrators. All fields are required. If you need assistance with this form, contact the AOC Remote Public Access Coordinator at (501)682-9400.			
<b>Licensee Contact Information:</b> (See Article VII Section A of License Agreement)			
Licensee Name:			
Mailing Address:			
Phone #:		Email:	
Fax#:		Website URL:	
Federal Tax ID#:			
<b>Contact Person Information:</b> (See Article VII Sections B and C of License Agreement)			
	<b>Contact Person #1</b>	<b>Contact Person #2</b>	
Contact Name:			
Mailing Address:			
Phone #:			
Fax#:			
Email Address:			
Signature:			
<b>Password Administrator Information:</b> (See Article VII, Sections D and E of License Agreement.)			
	<b>Password Admin #1</b>	<b>Password Admin #2</b>	
Admin Name:			
Secret word:			
4 Digit PIN Number:			
Phone #:			
Fax#:			
Email Address:			
<b>Signature:</b> This Attachment will be honored only if signed by a signatory to LICENSEE'S "License Agreement - Data Extracts" or by a person currently designated pursuant to Article II of that Agreement as a contact person for LICENSEE.			
Name (Type or Print)		Date:	
Signature			
<b>For AOC Internal Use Only</b>			
Password Admin #1 ID:			
Password Admin #2 ID:			
AOC Security Administrator Signature			
Date Request Completed			