

Utah Courts Information XChange Subscription Agreement

This Agreement is made by and between "Subscriber" _____ (*name of corporation, partnership, entity, or individual*), a(n) _____ (*individual, entity, corporation or partnership*) established under the laws of _____ (*state of incorporation/partnership formation if applicable*) and the Utah Administrative Office of the Courts (AOC). "Subscriber" includes Subscriber's agents, officers, employees, and partners.

The Parties Agree as Follows:

1. License

AOC hereby permits Subscriber to connect to and obtain information from the Utah Courts Information XChange ("XChange") subject to this Agreement, court rules, and any other governing law. Subscriber may not tamper with XChange or knowingly or negligently transfer into it any harmful or defamatory material, or transfer into or by means of it any material that may not legally be sent through the United States Mail. Subscriber will not use any robot, spider, scraper or other automated means to access XChange for any purpose. Subscriber may not assign, sell, transfer, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of AOC.

2. Account and Password

This license extends to all persons who use XChange under Subscriber's account, including the use of Subscriber's password or personal identification number (PIN). Subscriber is responsible for all use of XChange by such persons, regardless of whether the Subscriber authorizes or knows of such use. AOC may reset Subscriber's password or personal identification number (PIN) on request, after having verified the identity of the person making the request and, if that person is acting as an agent, his or her authority to act on behalf of the Subscriber.

3. Fees

Subscriber must pay to the AOC access fees of \$40.00 per month for any portion of a calendar month. The \$40.00/month access fee will include 500 searches of XChange. Each search over 500 in a billing cycle will be charged at a rate of \$.35 per search. Documents are available in some cases. The cost of accessing a document is \$1.00. A \$25 registration fee is required to set up an XChange account. AOC reserves the right to change the access fees upon 30 days written notice to Subscriber. AOC will bill Subscriber monthly via e-mail. Payments will be due 15 days after the date the bill is emailed and must be submitted through the "Manage Account" feature in XChange. AOC may preclude Subscriber from using XChange if Subscriber's account is past due. This section does not apply to Utah state governmental entities.

4. Limitation of Liability

AOC will diligently strive to maintain accurate data on XChange, but makes no warranties as to the accuracy or completeness of the information available on XChange. AOC is not liable to Subscriber or any other third party for any claims, losses, suits, actions, damages, or costs of every name and description arising from incorrect or incomplete information in XChange or from Subscriber's use of XChange. In no event will AOC be liable for any indirect, punitive, consequential, or special damages, including lost revenues or profits, arising from this Agreement. AOC's liability is limited to the charges imposed by AOC for the use of XChange under this Agreement. Further, AOC does not waive the protections and immunities granted by the Utah Government Immunity Act or other laws that grant immunities and protections to AOC.

5. Term

This Agreement will continue in effect until one party materially breaches or until one day after one party notifies the other in writing that this Agreement is terminated. AOC may suspend or terminate Subscriber's use of XChange for any violation or suspected violation of this Agreement, including, but not limited to, past due accounts. Subscriber is responsible for payment of fees associated with Subscriber's use of XChange prior to termination.

6. Force Majeure

AOC is not responsible for delay or default caused by a natural disaster, war, adverse legislation, civil disturbance, fire, unforeseen equipment failure, or any similar event outside AOC's control.

7. Notice

Any notice given pursuant to this Agreement may be sent by mail, e-mail, or other electronic means to the contact person listed on the account.

8. Governing Law

This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the State of Utah. Venue will be in the Third Judicial District Court in Salt Lake City, Utah.

9. Waiver

A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. This Agreement may only be amended by the mutual written agreement of the parties. Any amendments must be attached to and made a part of this Agreement.

11. Attorney's Fees.

In the event of any judicial action to enforce rights under this Agreement, the prevailing party will be entitled to its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

12. Authority of Signatories.

The individual(s) signing this Agreement on behalf of Subscriber verifies that they are authorized to enter into this Agreement on behalf of Subscriber.

Subscriber Information

Name of Individual, Corporation or Partnership

Name of Authorized Officer (Corporation only)

Signature of Authorized Officer or Individual

Title of Authorized Signing Officer**Account Contact and Billing Information**

Name of Individual, Corporation, Partnership or Entity

Street

City

State

Zip

Contact person

Contact person's phone number

Email address for Notice and password information

Billing e-mail address (for monthly invoices & pin)