

LICENSING AGREEMENT – DATA EXTRACTS

This Licensing Agreement (hereinafter, “Agreement”) is entered into on the date set forth below between the North Carolina Administrative Office of the Courts (“NCAOC”) and <<Licensee>> (“LICENSEE”), a STATE OF INCORPORATION corporation. LICENSEE’s address is <<addr1>>, <<addr2>>, <<City>>, <<State>> <<Zip>>. LICENSEE’s federal tax identification number is <<TaxID>>.

This Agreement, entered into pursuant to North Carolina General Statute §7A-109(d), is for the purpose of establishing the terms and conditions under which NCAOC agrees to provide LICENSEE one or more extracts of court data from NCAOC’s criminal and/or civil databases. These extracts are further defined in Article I.

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I. DEFINITIONS

- A. ACIS – Automated Criminal/Infractions System, the enterprise server (mainframe) criminal indexing application for criminal and infraction court filings in North Carolina, as provided and maintained for the clerks of superior court by NCAOC.
- B. ACIS Calendar Offense Extract – a recurring data extract of ACIS case data, containing county indicators, file numbers, and offense codes for every pending case in ACIS, plus defendant information (name, race, sex, and date of birth, if known), citation numbers (if applicable), and pending court appearance information for each case selected.
- C. ACIS Daily Demographic Extract – a recurring data extract of case numbers and the fields determined by the NCAOC to identify an individual in ACIS data, including data from new cases entered or active cases updated within the ACIS database since the last execution of the Daily Demographic Extract. In addition, the daily extract includes case numbers that must be deleted from the LICENSEE’s database, since the cases no longer exist in ACIS. The demographic extract contains data about the defendant, only; it contains no data about substantive offenses charged, the nature of the criminal process, court appearance dates, or any other case data.
- D. ACIS Historical Demographic Extract – a point-in-time compilation of case numbers and data in the fields determined by the NCAOC to identify an individual within all criminal and infraction case records in the active ACIS database, including records from each county, starting with the individual county’s date of implementation on ACIS. The demographic extract contains data about the defendant, only; it contains no data about substantive offenses charged, the nature of the criminal process, court appearance dates, or any other case data.
- E. ACIS New Case Extract – a recurring data extract of ACIS case data, containing county indicators, file numbers, and offense codes for newly calendared cases entered into ACIS since the last iteration of the ACIS Calendar Offense Extract.
- F. Archived records – records removed from or never converted into the active ACIS database.
- G. Case – a record or group of records constituting a single, independently filed action in the criminal or civil courts of a trial division of the General Court of Justice.
- H. Case number – a reference number used to indicate all records common to a single case, consisting of the year of filing, case type, and sequence number unique to the county of filing for the case type within the year of filing.
- I. Contact persons – the contact persons named in Attachment C of this Agreement and their successors.
- J. Customer – a person that directly or indirectly purchases or acquires from a LICENSEE any data provided pursuant to this Agreement, whether repackaged, reformulated, reformatted, or copied, whether for its own use or to provide search services to its own customers or

subscribers, if said data are transmitted in a format that contains data elements from more than one case.

- K. Data extract – a compilation of criminal or civil case data, extracted from the database(s) of the ACIS and/or the Civil Case Processing System (VCAP) and formatted for electronic transmission to LICENSEE.
- L. Disaster recovery mode – any incident or state of operations during which processing or data storage for any NCAOC 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 NCAOC information technology or facilities by natural disaster, civil disorder, acts of war, terrorist acts, compromise of facility or network security, or acts of God.
- M. File number – *see* Case Number.
- N. Inaccurate data – any data reported about a case by LICENSEE to a subscriber or customer, which data do not match exactly the data for that case as reflected in the NCAOC’s criminal and civil databases at the time the data are reported to the subscriber or customer.
- O. 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.
- P. 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 ACIS or VCAP in order to perform their official duties.
- Q. Proprietary information – all user identifiers, passwords, computer software, documentation, and user manuals, if any, supplied by NCAOC to LICENSEE pursuant to this Agreement.
- R. Recurring data extract – any data extract file produced on a regularly scheduled basis.
- S. Subscriber – any person that 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 its own searches of those records.
- T. VCAP – Civil Case Processing System, the enterprise server (mainframe) indexing application for civil court filings in North Carolina, as provided and maintained for the clerks of superior court by NCAOC.
- U. VCAP Historical Evictions Extract – a point-in-time compilation of all active case records in VCAP for the summary ejectment (eviction) issue, indexed under the SUME issue code, including all records of that type from each county, starting with the individual county’s date of implementation on VCAP.

- V. VCAP Historical Tax Liens Extract – a point-in-time compilation of all active case records in VCAP for the federal tax liens issue, indexed under the IRSL issue code, including all records of that type from each county, starting with the individual county’s date of implementation on VCAP.
- W. VCAP Weekly Evictions Extract – a data extract of all new summary ejection (eviction) cases (SUME issues) indexed in VCAP since the last iteration of the weekly evictions extract program’s execution.
- X. VCAP Weekly Tax Liens Extract – a data extract of all new federal tax liens (IRSL issues) indexed in VCAP since the last iteration of the weekly tax liens extract program’s execution.

II. NCAOC’S DUTIES

- A. Selected Extracts. NCAOC will provide, based upon LICENSEE’s request, the ACIS Calendar Offense Extract, the ACIS Daily Demographic Extract, the ACIS Historical Demographic Extract (refreshed quarterly), the ACIS New Case Extract, the VCAP Historical Evictions Extract, the VCAP Historical Tax Liens Extract, the VCAP Weekly Evictions Extract, the VCAP Weekly Tax Liens Extract, as defined in Article I of this Agreement (collectively, the “Data Extracts”).
- B. Exclusions. Each Data Extract will exclude the following: all records that are not public records under the North Carolina Public Records Act, all records exempt from disclosure by other statute, all records sealed by order of the court for which they are maintained, full social security numbers, and all records archived for counties that archive disposed cases.
- C. User Manual. NCAOC will provide an inquiry user manual to LICENSEE for ACIS and/or VCAP, as applicable for the Data Extracts provided.
- D. Documentation. NCAOC will provide file layout and documentation for each Data Extract provided.
- E. Offense Codes. NCAOC will provide its most current list of offense codes to any LICENSEE provided with any Data Extract from ACIS that includes offenses fields.
- F. Implementation Dates. NCAOC will provide a list of dates of implementation of ACIS and/or VCAP for each county, as applicable for the Data Extracts provided.
- G. Limited Technical Support. NCAOC will provide limited support to LICENSEE for the purpose of resolving technical support problems with downloading the Data Extract files from NCAOC’s file servers. Additionally, NCAOC will provide password administration assistance, as outlined in Section VII.E.
- H. Support Limitations. NCAOC will not provide support for use and interpretation of any data received, except for the the documentation provided pursuant to this Article.

III. LIMITS ON NCAOC'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 ACIS and VCAP were implemented in a particular county; those dates are provided pursuant to Article II of this Agreement. In some counties, the clerk of superior court has chosen to enter into ACIS and/or VCAP case data from dates prior to that county's implementation of ACIS or VCAP; for those counties that data will be included in the relevant extracts.
 2. For Wake County, selected disposed cases have been archived and are not available in the active ACIS database for extraction.
 3. The official custodian of all official court records for each county is the clerk of superior court of that county. NCAOC is not the official custodian of any record provided in any Data Extract. Each Data Extract contains data extracted by NCAOC from the ACIS or VCAP records as maintained by the clerks of superior court. **NCAOC 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.**
 4. 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 superior court of that county, upon payment of a statutory search fee. There is no statutory requirement that the clerk furnish a certified report of any other kind of record search.
 5. **NCAOC 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.**
 6. **NCAOC 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 NCAOC.**
 7. **NCAOC 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. NCAOC has no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as NCAOC deems necessary.**

8. **If NCAOC is in disaster recovery mode, NCAOC 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 NCAOC system.**
 9. **NCAOC is not liable to LICENSEE for any damages resulting from LICENSEE's alteration or modification of data supplied pursuant to this Agreement, unless NCAOC made, directed, or required such modification or alteration.**
 10. **NCAOC 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 NCAOC Data Extracts.**
- B. Access Limits. LICENSEE's access to all Data Extracts provided pursuant to this Agreement is subject to the following limits:
1. NCAOC 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 NCAOC enters disaster recovery mode for any NCAOC information system, LICENSEE will not have access to Data Extracts from any NCAOC information system.
 3. LICENSEE's access to extract files may be suspended temporarily in the event of system maintenance, system outages, or interruptions of service that do not require activation of disaster recovery mode.
 4. NCAOC 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. **NCAOC 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, NCAOC MAKES NO WARRANTY WHATSOEVER, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, TO LICENSEE. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, NCAOC 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 NCAOC 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. NCAOC will not provide any support or assistance of any kind to LICENSEE’s subscribers or customers.

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,” which Attachment A is appended hereto and is included herein as if fully set out. Extract fees are recalculated twice a year based on CPU costs and, for recurring extracts, the average number of users using the specific extract in the four months preceding the recalculation. Accordingly, the schedule of fees in Attachment A is subject to change every six (6) months. 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 ACIS or VCAP are non-refundable and will be billed on a one-time basis; a refresh of the ACIS Historical Demographic Extract will be provided every three months at no additional cost. Payment must be received before any historical extract is made available to a new licensee. Payment for any historical extract must be **by a cashier’s check** made to the “N.C. Administrative Office of the Courts” at the following address:
- N.C. Administrative Office of the Courts
Financial Services Division – Accounts Receivable
PO Box 2448
Raleigh, NC 27602
- C. Performance Bond. LICENSEE shall execute a performance bond, as described in Section V.B, and as provided on form AOC-A-204 (Performance Bond for Licensing Agreement), and be bound by the terms and conditions thereof.
- 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 “NC Administrative Office of the Courts,” at the same address as in Section IV.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 NCAOC. All payments received will be applied first to any outstanding late fees and then to past due balances on previous invoices before application to present invoices.
- F. Termination and Reinstatement. If any payment due under the terms of this Agreement becomes sixty (60) days in arrears, the NCAOC will immediately terminate this Agreement pursuant to Section VIII.B, and disconnect LICENSEE's access to NCAOC systems. LICENSEE may be permitted to reinstate this Agreement and access to NCAOC systems hereunder, but reinstatement is within the sole discretion of the NCAOC. In addition to any other condition that the NCAOC 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. **These amounts must be paid by cashier's check.** 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 NCAOC's file server accessible to LICENSEE for download of extract files, LICENSEE will be required to purchase the next quarterly refresh, when it is available.

- G. Permanent Revocation. NCAOC 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 shall 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 records from a recurring extract within twenty-four (24) hours of the updated extract file's availability on NCAOC's extract server.
3. If LICENSEE has an ACIS Historical Demographic Extract, LICENSEE shall completely replace its historical extract within twenty-four (24) hours of the quarterly extract's availability on NCAOC's extract server, if the extract is deemed by the NCAOC to be a "mandatory refresh." If LICENSEE has purchased only the ACIS Daily Demographic Extracts, without the historical extract, LICENSEE shall, within twenty-four (24) hours of being notified, completely delete all daily extracts, as well as all data from these daily extracts, if the extracts have a date before the date of the mandatory refresh.
4. LICENSEE shall not provide to any of its subscribers or customers any data other than the data in its most recently updated records.
5. If LICENSEE has an ACIS demographic extract, each time LICENSEE updates its records, LICENSEE shall purge from all of its records, in all forms, all data related to a case record prefaced by the "delete" instruction code in the ACIS Daily Demographic Extract. LICENSEE shall not make available any deleted record 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 ACIS Daily Demographic Extract, 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. Liquidated 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 NCAOC 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 NCAOC to incur further expense in dealing with claims arising from LICENSEE's breach.
2. The parties agree that any damages incurred by NCAOC 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 NCAOC 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 NCAOC, immediately upon NCAOC'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 NCAOC a completed Form AOC-A-204 (Performance Bond for Licensing Agreement). A performance bond in either of the following two forms must be deposited with NCAOC at the same time:
 - a. A cash bond by a cashier's check in the amount specified in Attachment A under "Performance Bond," to be held by NCAOC in a non-interest bearing account, or
 - b. A corporate surety bond of the same amount, secured by at least one corporate surety.

Failure to provide the surety bond may result in immediate termination of this Agreement.

LICENSEE must provide annual proof of the renewal or continued maintenance of the bond. Failure to provide such proof within seven (7) days of the request or the expiration or termination of the bond is grounds for termination of this Agreement.

Upon notification to LICENSEE that the NCAOC has verified a breach of LICENSEE's update duties, as described in Section V.A, LICENSEE shall immediately pay to the NCAOC the liquidated damages amount indicated in Attachment A to this Agreement. **Liquidated damages must be submitted by a cashier's check.** If the NCAOC has not received payment of the liquidated damages within thirty (30) days of notice and demand to the LICENSEE, the NCAOC may 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, LICENSEE shall deposit with NCAOC a new performance bond, in the amount specified in Attachment A, in order to continue access to NCAOC's extract files.

5. If LICENSEE again provides inaccurate data or violates any of its other update duties within two years of a previous, verified occurrence, LICENSEE's bond will be forfeited and this Agreement will immediately 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 and any funds deposited with the NCAOC will be refunded to the LICENSEE.
- 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 NCAOC, as described in this section.
1. Upon any report or complaint that data provided directly or indirectly by LICENSEE to any person are inaccurate, NCAOC will first investigate to verify the following:
 - a. LICENSEE's data referenced by the complainant are, in fact, inaccurate; and
 - b. LICENSEE receives data from NCAOC.
 2. Upon such verification, NCAOC 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. These liquidated damages are due and payable independent of LICENSEE's corrective action, as explained in Section V.C.3 below.
 3. Upon such notification, LICENSEE shall have not more than seven (7) days to correct the inaccuracy. Correction may require, in the sole discretion of the NCAOC, reapplication of extract files, including, but not limited to, a complete erasure of LICENSEE's records from NCAOC 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 NCAOC is satisfied that LICENSEE’s records are accurate and the data that were the source of the complaint have been corrected, NCAOC will notify LICENSEE’s contact person and the complainant of the correction. Pursuant to Sections V.B.3 and V.B.4, LICENSEE, to continue its access to NCAOC’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, NCAOC will investigate and verify the inaccuracy as provided above.
6. If LICENSEE provides verified inaccurate data within two (2) years of a previous verified inaccuracy, this Agreement will immediately terminate and will not be reinstated.
7. In order to allow NCAOC to conduct the investigation and verification provided for in this Article, as well as random security checks, LICENSEE shall provide to NCAOC, upon request, complete records from LICENSEE’s database(s), upon receipt from NCAOC of a list of names or case numbers, as part of NCAOC’s investigations or security checks.
8. NCAOC is under no obligation to notify LICENSEE of any complaint during the course of NCAOC’s investigation or after its conclusion, should NCAOC determine that LICENSEE’s data are accurate, or that the source of the data was an entity other than NCAOC.
9. NCAOC 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. LICENSEE shall comply with any instruction given by NCAOC pursuant to this Article.
11. **By investigating, verifying, and confirming a correction as provided in this Article, NCAOC 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:

“<<Licensee>> is not affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC), and cannot provide a certified or other official record of any court proceeding. <<Licensee>> is solely responsible for the content of this report. Questions or concerns about any content must be directed to <<Licensee>>.”

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NCAOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.”

- B. Source of Data. LICENSEE shall not enter into any agreement with a customer that bars the customer from revealing to NCAOC 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 Section V.A of this Agreement, as well as the duty specified in Section VI.B. In addition, LICENSEE shall notify its customers that the customer cannot state that its source for data was the NCAOC, since the customer did not receive information directly from the NCAOC.
- D. Proprietary Information. All proprietary information supplied by NCAOC to LICENSEE is the confidential property of NCAOC, subject to the proprietary rights of NCAOC, 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 NCAOC.
- E. Prohibited Use of Judicial Branch and NCAOC Information.
1. Logos, marks, documents, names, and acronyms of the NCAOC and its databases are the sole property of the NCAOC.
 2. LICENSEE shall not use or display, in whole or in part, of the North Carolina Judicial Branch's or North Carolina Administrative Office of the Courts' names; documents; screen shots; logos; copyrighted materials; disclaimers; terms; system or application names, including, but not limited to, the Automated Criminal/Infraction System (ACIS), the Criminal Court Information System (CCIS), and the Civil Case Processing System (VCAP); calendars; forms; or any other documents in LICENSEE's literature, advertisements, promotional materials, demonstrations, or applications. Further, except as required by Section VI.A of the Licensing Agreement, LICENSEE may not use or display any information concerning the NC Judicial Branch or NCAOC without the express written permission of the NCAOC.
 3. Any use by LICENSEE of information stated in Section VI.E.2 above that in the opinion of the NCAOC is false or misleading, gives the appearance of LICENSEE's application, entity, or services being owned, maintained, approved, sponsored, certified, or endorsed by

the NCAOC or the North Carolina Judicial Branch, may in the sole discretion of the NCAOC be a basis for termination of the Licensing Agreement for cause.

- F. LICENSEE's Subsidiaries. On Attachment B, which Attachment B is attached hereto and incorporated herein as if fully set out, LICENSEE shall provide NCAOC with a list of all of LICENSEE's websites, subsidiaries that use or distribute information obtained from NCAOC, and all other names by which LICENSEE does business. LICENSEE will update this list and send it to NCAOC within thirty (30) days of any change.
- G. User Name and Password. LICENSEE shall, within two days of NCAOC's request, provide to NCAOC a non-expiring username and password for access to any service, application, or database that will include, incorporate, or process data received from NCAOC as part of providing data to any subscriber or customer. This username and password shall be provided without cost or condition.
- H. Termination for Failure to Comply. Any failure of LICENSEE to comply with the requirements of this Article is grounds for termination for cause.

VII. CONTACT PERSONS, NOTICES, AND WEBSITE LISTING

- 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, which Attachment C is attached hereto and incorporated herein as if fully set out. At no time shall there be more than two contact persons for LICENSEE.
- C. Contacts Limited to Contact Persons. Only the contact person(s) and the signatory(ies) to this Agreement (if different) are permitted to contact the NCAOC 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 VII.E below. At least one (1) contact person shall be available to the NCAOC on weekdays from 8:00 a.m. until 5:00 p.m., Eastern Time, with the exception of legal holidays on which North Carolina state government offices are not open. LICENSEE expressly represents that any person designated as a contact person is LICENSEE's 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 NCAOC of changes to LICENSEE's contact information, contact persons, and password administrators; receiving any and all notices from the NCAOC under this Agreement; and responding to the NCAOC's requests for information or action from LICENSEE.
- D. Password Administrators. LICENSEE shall designate up to two (2) password administrators in Attachment C. LICENSEE shall at no time have more than two (2) password administrators.
- E. Contacts Limited to Password Administrators. When NCAOC Help Desk assistance is needed to reset a revoked or expired password for any user ID provided to LICENSEE,

LICENSEE's password administrators are responsible for contacting the Help Desk, pursuant to this Agreement. The NCAOC Help Desk will reset a password for only the two (2) listed password administrators, and then only upon confirmation satisfactory to the NCAOC that the individual requesting the reset of a password is actually the designated password administrator. LICENSEE acknowledges and agrees that it is within the sole discretion of the NCAOC to delay the reset of the password for the company's user ID for a reasonable time until NCAOC Help Desk staff or the Remote Public Access Coordinator is satisfied that a request for such reset has originated with a designated password administrator. 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 NCAOC by completing a change in contact and/or change of administrator form and returning it by mail to the address listed in Section VII.I.
- H. Notices to LICENSEE. Any notice or other communication from the NCAOC 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 VII.I of this Article.
- I. Notices to NCAOC. Any notice or other communication from LICENSEE to NCAOC shall be deemed sufficient if sent by mail, facsimile, or email to NCAOC using the contact information listed below.

Mail:

N.C. Administrative Office of the Courts
Technology Services Division
Attn: Remote Public Access
PO Box 2448
Raleigh, NC 27602

Fax: (919) 890-1982

Email: rpa@nccourts.org

- 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, overnight delivery, 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, terms, obligations, or stipulations of the Agreement, NCAOC may terminate this Agreement for cause, without prior notice.
- 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. NCAOC 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 NCAOC immediately upon the filing or commencement of any action alleging insolvency of LICENSEE.
- F. Termination for Merger, Acquisition, or Going Out of Business. If LICENSEE merges with or is acquired, in whole or in part, by another company, or LICENSEE goes out of business, and LICENSEE transfers, assigns, delegates, or sells its rights and data under this agreement to its successor or buyer without the prior written consent of the NCAOC, NCAOC may terminate this Agreement for cause, without prior notice.
- G. 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.
- H. Disclaimer upon Termination. Upon termination of this Agreement for any reason, except for LICENSEES that have a current online licensing agreement and obtain the data provided from the online system, LICENSEE shall add the following to the disclaimer provided to its customers and subscribers pursuant to Section VI.A:

“The information provided is current only through [DISPLAY DATE OF THE LAST EXTRACT FILE USED TO UPDATE LICENSEE’S RECORDS]. Additions, changes, and updates occurring after that date are not included.”

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 Agreement and the LICENSEE's rights under this license are personal to it and may not be transferred, assigned, delegated, or sold, whether by merger, acquisition, or going out of business, without the prior written consent of the NCAOC.
- 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 and statutes of the State of North Carolina, and venue for any action hereunder shall be in the courts of Wake County.
- 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 North Carolina, NCAOC, 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. Waiver. The failure of either party to enforce any term of this Agreement 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.
- M. Survival. The provisions of Sections III.A.5 – III.A.7, III.A.9, III.A.10, III.B.5, III.C, IV.A, IV.F, IV.G, V.A.1, V.A.4, V.A.5, V.B.3, V.B.4, V.B.6, V.C.7, V.C.9, V.C.11, VI.A, VI.B, VI.D, VI.E, VIII.G, VIII.H, IX.B, IX.F, IX.G, IX.I, IX.J, and IX.L of this Agreement shall survive the termination of this Agreement.
- N. Availability of State Funds. All payments made to NCAOC by LICENSEE are deposited by NCAOC in the Court Information Technology Fund. The performance of NCAOC’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.
- O. Legal Authority. If at any time for any reason NCAOC concludes, or it is determined by a court of competent jurisdiction, that NCAOC was without authority to enter into this Agreement, this Agreement will terminate, without further obligation or liability to LICENSEE by the State of North Carolina, NCAOC, or any official, officer, employee, or agent of either.

(Remainder of this page intentionally left blank)

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.

THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Bud Jennings or designee
Chief Financial Officer

Date: _____

NAME OF CORPORATION

BY: _____ (Signature of president or vice-president)
_____ (Print full name here)
_____ (Title)

WITNESS:

BY: _____ (Signature of secretary or assistant secretary)
_____ (Print full name here)
_____ (Title)

Date: _____

Attachment AExtract Fees
Effective October 1, 2010

Extract Type	Current Total Costs Each Licensee
Recurring Extract Files	
ACIS Calendar Offense	\$478/month
ACIS Daily Demographic	\$312/month
ACIS New Case	\$457/month
VCAP Weekly Evictions	\$366/month
VCAP Weekly Tax Liens	\$365/month
Historical Extract Files	
ACIS Historical Demographic Data*†	\$1,948
VCAP Historical Evictions†	\$2,839
VCAP Historical Tax Liens†	\$2,355
Fees	
Late Payment Fee (for bill due 30 days or more)	\$75/late payment
Set-up Fee‡	\$495
Reinstatement upon Termination†	\$495
Performance Bond	
Liquidated Damages†	\$5,000
Cash Bond† or Corporate Surety Bond	\$5,000

*Includes quarterly historical refreshes

†Requires payment with a cashier's check

‡Charged only when no historical extracts have been purchased

Attachment B

Websites, Subsidiaries, Entities, “Doing Business as” Names, and Other Aliases of Licensee

Please provide a list of all websites, subsidiaries, entities, aliases, or “doing business as” names that will have access to or provide any information obtained from the North Carolina Administrative Office of the Courts (NCAOC). Pursuant to Section VI.F of your licensing agreement with the NCAOC, you are required to provide this information and keep it up to date. This form must be returned with your licensing agreement before access to NCAOC systems is granted. Failure to keep the information up to date may result in termination of your access to NCAOC systems, as outlined in Section VI.H of your licensing agreement.

Websites’ URLs	Subsidiaries/Entities/Doing Business As Names/Other Aliases

Attachment C

Licensee Contact Information

Instructions: 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 NCAOC Remote Public Access Coordinator at (919) 890-2220.		
Licensee Contact Information: (See Section VII.A of the Licensing Agreement.)		
Licensee Name:		
Mailing Address:		
Phone #:		Email:
Fax #:		Licensee’s Website URL:
Federal Tax ID#:		
Contact Person Information: (See Sections VII.B and VII.C of the Licensing Agreement.)		
	Contact Person #1	Contact Person #2
Contact Full Name:		
Mailing Address:		
Phone #:		
Fax #:		
Email Address:		
Signature:		
Password Administrator Information: (See Sections VII.D and VII.E of the Licensing Agreement.)		
	Password Admin #1	Password Admin #2
Admin Full Name:		
Mother’s Maiden Name:		
Social Security Number:	(Last 4 digits only:)	(Last 4 digits only:)
Phone #:		
Fax #:		
Email Address:		
Signature: This Attachment will be honored only if signed by a signatory to LICENSEE’s “Licensing Agreement – Data Extracts” or by a person currently designated pursuant to Article VII of that Agreement as a contact person for LICENSEE.		
Full Name (Type or Print)	Signature	Date
For NCAOC Internal Use Only:		
Password Admin #1 ID:		
Password Admin #2 ID:		
NCAOC Security Administrator Signature	Date Request Completed	