EXHIBIT

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BRAZORIA COUNTY, TEXAS
ATTORNEY WEB PORTAL SYSTEM SUBSCRIPTION AGREEMENT

By completing and executing the attached Subscription Agreement Signature Page, Subscriber, a duly licensed attorney in good standing with the State Bar of Texas, enters into this Attorney Web Portal System Subscription Agreement (the "Agreement") with Brazoria County, Texas (the "County").

Subscriber desires to access, via internet or web connection, certain public records, data, and files held and maintained by, respectively, the Brazoria County District Clerk and Brazoria County Clerk (the "Custodians") for the sole purpose of Subscriber's practice of law. Subject to and conditioned upon the terms and conditions set forth in this Agreement, the County Clerk shall provide Subscriber with individual password-restricted access to the information described herein.

I.
SYSTEM ADMINISTRATOR

1.0 The Brazoria County Clerk shall serve as the System Administrator and, unless otherwise stated herein, shall be responsible for the management and supervision of Subscriber's account.

II.
ACCESS TO CASE RECORDS

2.0 Access. The Brazoria County Attorney Web Portal System (the "System") provides electronic access to certain Brazoria County District Court (Civil, Family, and Criminal) and County Court (Civil, Probate, and Criminal) case records by way of an online information system. By entering this Agreement, Subscriber shall have access to the System subject to the terms and conditions stated herein.

2.1 Subscriber Eligibility. Subscriber represents that he or she is an attorney currently licensed by the State Bar of Texas and eligible to practice law in the State of Texas. Subscriber shall provide the System Administrator any information or materials requested to determine Subscriber's eligibility. The System Administrator will verify information provided by Subscriber prior to granting Subscriber access to the System. In the event Subscriber's license with the State Bar of Texas is suspended, revoked, expires, or Subscriber otherwise becomes not licensed to

practice law in the State of Texas during the term of this Agreement, Subscriber shall immediately notify the System Administrator, and this Agreement shall automatically terminate.

2.2 Login Credentials. Subscriber shall be responsible for creating an account and password within the System.

2.3 Information Available in the System. Subscriber agrees and understands that his or her access under this Agreement is limited to case records and information that any member of the public could, upon request and payment of any applicable copy fees, view or copy in person at the office of the applicable Custodian. No access shall be provided under the Agreement to any case record or information that is not publicly accessible. Non-publicly accessible information includes, but is not limited to, information that is sealed by court order or otherwise confidential by law. In addition, the applicable Custodian may, without limitation and without notice to Subscriber, restrict access to any other records, data, information, or files, or portions thereof, that the applicable Custodian deems security-sensitive. The Custodians further reserve the right to add, modify, format, or delete information in the System.

2.4 Ownership and Control of Information. Subscriber agrees and understands all System information to be accessed through this Agreement consists of records that by law are held, maintained, and subject to the control of the legal Custodians of those records (District Clerk: District Court and District Clerk records; County Clerk: County Court and County Clerk records). Subscriber agrees and understands that he or she shall have no right of ownership in or control of any records, data, or files, or other information accessed pursuant to this Agreement.

III.
TERMINATION

3.0 Termination by Written Notice. This Agreement may be terminated by either party for any reason upon written notice to the other party.

3.1 Automatic Termination. In the event Subscriber, or his or her employee, agent, or any person acting on Subscriber's behalf, violates any term or condition of this Agreement or fails to comply with any term or condition herein, the Custodians may, without notice, terminate this Agreement and restrict Subscriber's access to the System.

IV.
EQUIPMENT AND SYSTEM REQUIREMENTS

4.0 System Requirements and Procedures. Any System requirements and procedures shall be determined by the System Administrator. Subscriber shall comply with any such requirements or procedures required by the System Administrator, including, but not limited to, hardware and software requirements. In addition to the terms and conditions of this Agreement, Subscriber shall comply with any terms of use posted on the System web page or otherwise provided to Subscriber. Subscriber further acknowledges the terms of use may be modified from time to time as the System Administrator deems necessary.

4.1 Equipment and Internet Access. The Subscriber shall be solely responsible for his or her own computer equipment, software, peripherals, and internet access used to access the System, and shall be solely responsible for any and all fees or costs necessary to access and utilize the System. Subscriber shall be solely responsible for ensuring the proper use, maintenance, and supervision of his or her equipment and internet access.

V.
SECURITY AND ACCESS RESTRICTIONS

5.0 Access Restrictions. Access provided under this Agreement ***is expressly limited to the individual Subscriber and, at Subscriber's election, current employees of Subscriber's law practice.*** In no event shall Subscriber, or Subscriber's employees, permit any other person to access the System or view the records, data, or files in the System. Subscriber shall not share any user I.D. or password with any other person, including, but not limited to, a client of Subscriber. Subscriber shall not publish, post, or leave unsecured his or her user I.D. or password. Subscriber shall take measures to change his or her login password in the event the employment of a person who has been provided Subscriber's password ends. In the event the System is accessed by any unauthorized user or Subscriber's user I.D. or password is obtained by any unauthorized person, Subscriber shall immediately notify the System Administrator and the County's Information Systems Department.

5.1 Security. Subscriber acknowledges that the County employs an internet security system that is intended to prevent unauthorized persons from making use of the records, data, and files subject to this Agreement. Subscriber agrees that while accessing, viewing, and using the information in the System, Subscriber shall take reasonable measures to protect and maintain the information. Subscriber agrees that he or she, as well as any employee of Subscriber's law practice who accesses the System, shall not:

a. Access records, data, or files without proper authorization;
b. Disclose Subscriber's individual user I.D. or password to any unauthorized person or otherwise provide or allow access to any unauthorized person;
c. Alter, damage, or destroy any records, data, or files stored on the System;
d. Attempt to gain access to information to which access has been restricted by the applicable Custodian; or
e. Access records, data, or files for any purpose other than Subscriber's law practice.

Subscriber shall not use or permit use of the System in any manner or for any purpose that has not been authorized under this Agreement or that is unlawful or likely to damage the County's equipment or software. In addition to not providing or allowing access to any unauthorized person, Subscriber shall not use, disclose, or permit a third party to use or disclose any information in the System (1) for any unlawful, tortious, or malicious act, or (2) to sell or solicit for sale goods or services to any person whose identity is obtained by having access to information in the System.

5.2 Compliance with Laws. Subscriber shall comply with and abide by all federal and state laws that relate to the use of or access to the System and the records, data, and files stored therein.

VI.
INDEMNITY, RELEASE, AND INFORMATION ACCESS/RELIABILITY

6.0 Indemnity and Release. Subscriber agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** the County, its officials, employees, officers, agents, and representatives from any and all loss, liability, cost, or expense resulting from, arising from, or related to Subscriber's, or Subscriber's employees' or agents', breach of this Agreement; and for use or misuse of the records, data, or files by Subscriber, Subscriber's employee or agent, or any person gaining access to the records, data, or files, whether through consent, acquiescence, or negligence of Subscriber or Subscriber's employees or agents. Subscriber further **RELEASES and WAIVES** any and all claims against the County, its officials, employees, officers, agents, or representatives resulting from, arising from, or related to any damage, injury, inconvenience, or any other claim related to the use or access to the records, data, or files under this Agreement.

6.1 Disclaimer of Warranties. Subscriber agrees and understands that the County makes no express or implied warranty with respect to the accuracy, completeness, or timeliness of the records, data, or files accessed under this Agreement. Subscriber further agrees and understands the County makes no express or implied warranty regarding the System or its information's fitness for a particular purpose. The County makes no warranties or representations as to the quality or adequateness of any communications involved in transmitting the information accessed pursuant to this Agreement. Any and all such communications are provided by a third party for which the

County is not responsible, and the parties hereto agree that the County shall not be liable for any and all errors, omissions, or disruption of communications that may occur, due to such third party providers. **ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED.**

6.2 Inability to Access Information. The County shall not be responsible or liable for any inability or failure by Subscriber to access the System. In the event Subscriber is unable to access the System, Subscriber's sole and exclusive remedy is termination of this Agreement. Subscriber agrees the applicable Custodian may at any time exercise control over the information in the System or implement and enforce, without notice, such rules and restrictions as the applicable Custodian sees fit. This may include interruption or temporary termination of Subscriber's access to the System or the information therein as the applicable Custodian may deem necessary for the purposes of security, systems administration or maintenance, or any other purpose.

VII.
NOTICE

7.0 Notices to the County. All notices required by this Agreement to the County shall be made in writing to Brazoria County Clerk, 111 E. Locust, Suite 200, Angleton, Texas 77515.

7.1 Notices to Subscriber. All notices required by the Agreement to the Subscriber shall be made in writing to the subscribing attorney identified in the Signature Page to this Agreement.

VIII.
MISCELLANEOUS PROVISIONS

8.0 Assignment or Subcontract. This Agreement, and any rights or privileges thereunder, may not be assigned nor subcontracted in whole or part by Subscriber to any other person or entity.

8.1 Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas. The proper venue for any dispute under this Agreement shall be Brazoria County, Texas.

8.2 Non-Waiver. The failure of the County to insist upon the performance of any term or provision of this Agreement, or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of the County's right to assert or rely upon any such term or right on any future occasion.

8.3 Severability. If a provision of this Agreement is declared void or illegal by a court, the entire Agreement shall not be void, but the remaining provisions shall continue in effect.

8.4 Entire Agreement. This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended or changed except by a written instrument signed by both parties.

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BRAZORIA COUNTY, TEXAS
ATTORNEY WEB PORTAL SYSTEM SUBSCRIPTION AGREEMENT

SIGNATURE PAGE

By signing this document, the below parties hereby acknowledge they have read and agree to all terms and conditions in the Brazoria County, Texas Attorney Web Portal System Subscription Agreement. In addition, by signing this document, Subscriber hereby acknowledges that he or she is currently licensed by the State Bar of Texas and eligible to practice law in the State of Texas.

SUBSCRIBER:

Subscriber Name (Printed): _____ Date: _____

Texas Bar No.: _____

Street Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Subscriber Signature: _____

BRAZORIA COUNTY:

_____ _____

Joyce Hudman Date
Brazoria County Clerk

FOR COUNTY USE ONLY:

Completed Agreement Received (Date): _____

Subscription Approved and Signed by County Clerk (Date): _____

Subscriber Notified (Date): _____