

**MEDIA ACCESS PORTAL USER AGREEMENT  
ORGANIZATION PAID SUBSCRIPTION  
(MOU M2109-\_\_\_\_\_)**

**Agreement for Access to  
San Francisco Superior Court's Media Access Portal**

**Organization**

This Agreement is entered into by and between the Superior Court of California, County of San Francisco ("SFTC") and \_\_\_\_\_ ("Organization"), effective when fully executed by both parties.

- 1. Purpose.** The purpose of this Agreement is to memorialize the parties' understanding with regard to SFTC providing Organization's designated employees, agents, and members ("Users") with access to view certain data and documents ("Court Records") through SFTC's Media Access Portal ("MAP") for legitimate news reporting purposes only as allowed by all applicable rules, laws, regulations, and court orders.
- 2. Authority.** Pursuant to Rule 2.504 subdivision (c) of the California Rules of Court, a court may condition access to Court Records on a Subscriber's consent to access the records only as instructed by the court and on a Subscriber's consent to the courts monitoring of access to its records.
- 3. Description of Services.** SFTC will allow Organization's designated Users on-site access through MAP for the purposes of legitimate news reporting within the scope of the designated Users' employment, contract, affiliation, relationship, and/or association with Organization. Designated Users will have access to view unrestricted and redacted civil documents, including complaints of unlimited jurisdiction that have been received from a litigant but not yet processed for filing by SFTC.
  - 3.1** Access to MAP will be restricted to credentialed Users onsite at the Civic Center Courthouse for devices connected to SFO-Public wifi network.
- 4. Terms of Use.** Organization and its designated Users acknowledges the limitations and conditions on public access to electronic trial court records as well as the notice provisions outlined in Rule 2.504 of the California Rules of Court. Use of information accessed or obtained through MAP is permissible only to the extent permitted by law or court order.
  - 4.1** Organization accepts full responsibility for ensuring that its designated Users access MAP solely for legitimate news reporting purposes; that its designated Users do not misuse its ability to access MAP, does not make the unauthorized sale, assignment, or transfer of its ability to access MAP, and do not make any unlawful disclosures or misuse of information obtained via MAP.
  - 4.2** Organization is responsible for ensuring that its designated Users carefully review, understand, and agree to the terms and conditions herein and sign **Attachment A**--the Acknowledgment of and Agreement to the terms and conditions of this Agreement--attached hereto.
  - 4.3** Organization further understands that pursuant to Rule 1.201 of the California Rules of Court,

litigants and their attorneys filing documents with the court are responsible for redacting confidential identifiers, including but not limited to social security numbers and financial account numbers, from all pleadings submitted to the court. The court clerk will not review each pleading or other paper for compliance with this provision, as provided in Rule 1.201 subdivision (b). Accordingly, certain confidential information may inadvertently remain in Court Records. Organization agrees to enforce User compliance with all applicable laws, rules, and regulations generally, and related to personal privacy and confidentiality specifically, and assumes full responsibility for the access to and use of information obtained in Court Records. Should any form of data breach occur, Organization and its designated Users bear sole responsibility for notifying SFTC.

- 5. Security.** Organization agrees to notify SFTC to disable User accounts in the event that its designated Users no longer requires access to Court Records as part of their job duties or are no longer employed by or associated with the Organization. Organization shall also ensure that its designated Users do not share MAP username and passwords and that its designated Users restrict MAP access to legitimate news reporting purposes. Organization agrees to designate a MAP Administrator to ensure User compliance with the terms of this Agreement, and to act as the Organization's contact for SFTC regarding User access and issues.
- 6. Access Audit Logging.** SFTC reserves the right to perform audits as necessary to determine compliance with this Agreement. SFTC reserves the right to monitor and record all access to all Court Records by Organization and its designated Users at SFTC's discretion.
- 7. Organization Staff Training** In order to ensure their compliance, Organization agrees to educate and train its designated Users on how to access and use Court Records through the MAP system, as well as educate the User on the terms and conditions of use set forth in this Agreement.
- 8. User Fee and Transaction Volumes.** Pursuant to Rule 2.506 and Government Code section 68150 subdivision (I), SFTC will provide this service to Organization for free. The free service allows public access to view its electronic records on site at the Civic Center location. However, SFTC will monitor User usage and the costs required to provide this service. In the event SFTC determines that the costs associated with operating this service are unmanageable, SFTC reserves the right to limit transaction volumes, terminate this service, or increase future, annual cost recovery fees to offset the costs of providing this service.

**8.1** In the future, if there is a fee associated with this service and in the event that Organization fails to make a timely payment of the annual cost recovery fee for renewal of access to MAP under the terms of this Agreement, then its designated Users' access to MAP will be limited automatically to service under the Free Subscription plan during the period in which Organization's access is limited to the Free Subscription plan. Organization and its designated Users will nonetheless be subject to all of the duties and obligations set forth in this Agreement.
- 9. Accuracy of Received but not Filed Complaints of Unlimited Jurisdiction.** Court Records accessed by Organization's designated Users through MAP include electronic documents that have been submitted to the court but not yet officially filed by SFTC. Organization and its designated Users acknowledge that these documents may be subsequently rejected and not filed. Further, if received but unfiled documents are subsequently rejected, modified, or resubmitted, Organization and its designated Users understand that the official court record may differ from the documents initially accessed and reviewed. Organization and its designated Users bear sole responsibility for their actions in reporting or publishing by any means, or in any way acting upon, information contained in the untiled

unlimited documents accessed through MAP, in accordance with the Liability and Indemnification provisions of this Agreement found in section 11.

**10. Termination.** Either party may terminate this Agreement at any time and for any reason, with or without cause. SFTC reserves the right to immediately suspend service to Organization and/or any or all of its designated Users, without prior notice, if SFTC determines that this Agreement has been violated by Organization or any of its designated Users. SFTC may reinstate suspended service upon verification that violations have been corrected and that measures have been taken by Organization and/or its designated User(s) to prevent future violations.

**11. Liability and Indemnification.** Organization and its designated Users shall indemnify, defend, and hold harmless SFTC, the State of California, the Judicial Council of California, and their respective elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent that such liability results from User and/or Organization's acts and/or omissions arising from or related to this Agreement, including but not limited to any privacy claims arising out of access to or use of MAP by Organization and/or its designated Users.

It is so agreed.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
MARK CULKIN Interim Court Executive Officer
Date

Organization Name
Printed Name, on behalf of Organization
Signature, on behalf of Organization
Date
Organization Address:
Phone Number of person signing on behalf of Organization:
Email Address of person signing on behalf of Organization:

Organization MAP Administrator Name and Title:
Organization MAP Administrator Phone Number:
Organization MAP Administrator Email Address:

**ATTACHMENT A**

Designated User Acknowledgment of Agreement  
for Access to San Francisco Superior Court's ("SFTC") Media Access Portal ("MAP")  
Organization Subscription ("Agreement")

Between SFTC and \_\_\_\_\_ ("Organization") dated \_\_\_\_\_

I, \_\_\_\_\_, am an employee, agent, and/or member of Organization. I have received a copy of the Agreement for Access to SFTC's MAP between SFTC and Organization. I have reviewed and fully understand the terms and conditions of the Agreement, including but not limited to my duties and responsibilities to access MAP for legitimate news reporting purposes only, within the scope of my employment, contract, affiliation, relationship, and/or association with Organization, in compliance with all laws, rules, and court orders. I understand and attest that I am a designated User of Organization as defined by the Agreement, and I hereby agree to all of the terms and conditions of the Agreement. I agree to stop accessing MAP for any reason immediately after I am deemed no longer a Designated User by SFTC, Organization, and/or the Organization MAP Administrator for any reason.

\_\_\_\_\_  
(Print Name)  
Designated User of Organization

\_\_\_\_\_  
(Signature)  
Designated User of Organization

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email of Designated User)

\_\_\_\_\_  
(Phone Number of Designated User)