

**LIMITED LICENSE ACCESS AGREEMENT
FOR USE OF COOK COUNTY CLERK’S OFFICE
TRANSFER DATA SUBSCRIPTION PROGRAM**

THIS LICENSE (this "License") is made and entered into by and between **The Cook County CLERK’S OFFICE**, a body corporate and politic hereinafter referred to as "Licensor" or "THE CLERK’S OFFICE"), and _____ (Entity Name), a(n) _____ (State of domicile) _____ (structure, LLC, S-corp, etc) (hereinafter referred to as "Limited Licensee" or "Subscriber") to be effective _____, 20__ ("Effective Date") through _____, 20___. In consideration of the mutual covenants and promises set forth herein, the parties agree to the following:

1.0 Purpose and Scope Of License/Definitions.

1.1 **Purpose and Scope of License.** THE CLERK’S OFFICE agrees to issue non-exclusive access to Electronic Compiled Data (hereinafter referred to as "Data") to Subscriber to allow the Subscriber to access, use and customize the "Data" for the benefit of the Subscriber. ("Purpose"). THE CLERK’S OFFICE has licensed the "Data" without any warranty of any kind, express or implied, including but not limited to, warranties of performance, merchantability and fitness for a particular purpose. This Limited License has no warranties and THE CLERK’S OFFICE assumes no liability to Subscriber for the Data.

1.2 Definitions.

1.2.1 **Authority:** Section 2-207 of the Cook County Code of Ordinances is hereby created as follows: Sec 2-207. Electronic Compiled Data Ordinance, in accordance with the provisions of 55 ILCS 5/5-1106.1 and the terms set forth herein.

1.2.2 **Electronic Compiled Data ("Data"):** Shall mean data that is electronically aggregated from documents recorded in connection with property transaction records that are individually available to the general public for free via the internet services of the Office of the Cook County Clerk (THE CLERK’S OFFICE), but which for a fee, have been aggregated in a compiled format that is not otherwise maintained in regular course of business by the Office of the Cook County Clerk .

1.2.3 **Access:** Access to Data by Subscriber shall occur only upon execution of a License Access Agreement and payment of the annual \$400.00 subscription fee.

1.2.4 **Terminate or Termination:** Shall mean the ending of this Agreement with or without cause as the context allows.

1.2.5 **Other Definitions:** Other capitalized terms shall have the same meaning as set forth herein.

2.0 License. Subject to the terms of this Agreement, Licensor hereby grants to Subscriber, and Subscriber hereby accepts, a personal, non-exclusive and nontransferable limited license to use the Data only for the Purpose, as described above in Section 1.1, until this Limited License is Terminated pursuant to terms of this Agreement.

3.0 License Fees and Maintenance.

3.1 **License Fee.** Subscriber will pay an annual \$400.00 subscription fee.

3.2 **Maintenance and Support.** Any maintenance and support of the Data, including the release of Enhancements, may be provided in accordance with any provisions mandated by the THE CLERK’S OFFICE.

4.0 Agreement.

4.1 Terms.

THE CLERK'S OFFICE, at the THE CLERK'S OFFICE's sole unilateral discretion and option, may provide the Data either via email to the Subscriber or permit Subscriber access to a secure Internet webpage that will allow monthly access to this Data, for the purpose of the Subscriber downloading it for their own use. At the time of execution of this Agreement, the Subscriber agrees to pay a sum of \$400 per year, which will allow them to access a secure download webpage to obtain CSV (comma separated value database) files on a monthly basis, as well as past data files posted from the inception of this program (April 1, 2014). Access will be provided to the Subscriber upon payment of the fee, execution of this Agreement, and identification of the single Access User who will be responsible for accessing the page and keeping their access URL and password secure. By signing this Agreement, Subscriber is also agreeing to the Terms and Conditions of use for THE CLERK'S OFFICE's official websites, and consents to THE CLERK'S OFFICE's use of standard IP address monitoring of the webpage to monitor usage and detect unusual usage patterns or attempts at sharing or "hacking" the website or data provided. Subscriber agrees not to share the login URL or unique password without first notifying THE CLERK'S OFFICE in writing of a change in the Access User. Sharing the access privilege with others, including coworkers or subsidiaries, is a violation of this Agreement, and can result in denial of access without refund. Further, if the Access User is deprived by Subscriber of access, THE CLERK'S OFFICE must be notified within 48 hours. Subscriber acknowledges that the User Agreement does not include any technical support beyond access to the secure webpage and downloading the data file. Subscriber acknowledges that they are able to download and use CSV files by executing this Agreement. Subscriber acknowledges that the data provided is taken from THE CLERK'S OFFICE's Computer Indexing System, and the data provided is not warranted to be accurate. Subscriber is not entitled to a refund for any reason other than failure of THE CLERK'S OFFICE to provide this service. Data will be posted by THE CLERK'S OFFICE no later than the 2nd Monday of each month; Subscriber will be notified by email when data is posted, and may receive a new login periodically by email as determined by THE CLERK'S OFFICE. At the time of posting, data will only include recordings that have been indexed for the prior month; if the posted data does not include all data for the prior month, this will be communicated to the Subscriber on the webpage that hosts the data; when a complete list is available, it will be posted as soon as possible and a notice will be sent by email to the Subscriber that it is available. If the Subscriber is a holding company with subsidiaries, each unique subsidiary must execute a separate Agreement and pay a separate subscription fee. Subscribers also agree not to form associations for the purpose of sharing and accessing this data, and if the Subscriber is an Association or member of an existing Association, use will only be for the Association as a single entity, and data may not be provided in a way that can be reused by its members.

5.0 Indemnity.

- 5.1 Subscriber shall defend or settle at its own expense, any claim made against THE CLERK'S OFFICE that the Data infringes any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Subscriber shall indemnify THE CLERK'S OFFICE and hold it harmless against any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against THE CLERK'S OFFICE. Subscriber has obligation to pay THE CLERK'S OFFICE's attorneys' fees and costs of any claim.
- 5.2 Subscriber shall indemnify THE CLERK'S OFFICE and hold it harmless against any and all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, as well as liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, penalties, reasonable attorneys' fees and costs of suit that may arise solely from Subscriber's participation in the Purpose.
- 5.3 Subscriber shall indemnify, defend and hold THE CLERK'S OFFICE, its employees, agents, vendors and contractors harmless from and against any claim, loss, judgment, expense of any kind or nature (including attorney's fees and expenses) or other damages (collectively referred to as "Losses") related in any way to this Agreement or any other access method to which USER has been given hereunder, including, but not limited to, Losses suffered by THE CLERK'S OFFICE

from misuse of the website by Subscriber or from Subscriber's attempt to change, modify, alter, damage, hack or copy the application, system, or software client, or Losses related in any way to the accuracy of the information obtained through use of the Agreement or Losses related to failure of the access website to be available and operable and regardless of whether or not Losses are deemed to be the result of the negligent acts or omissions or strict liability of THE CLERK'S OFFICE or any of its employees, agents, vendors or contractors. In the event THE CLERK'S OFFICE is deemed liable for Losses arising out of or related to this Agreement, in no circumstance shall THE CLERK'S OFFICE be liable for any incidental, special or consequential Losses to Subscriber, including, but not limited to, lost profits or employee lost time.

6.0 **NO WARRANTIES.** THE CLERK'S OFFICE is providing access to the Data to Subscriber strictly on an "AS IS" basis AND THE CLERK'S OFFICE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE ACCURACY OF ANY LAW OR REGULATION CONTAINED WITHIN THE DATA, OR ANY WARRANTY OF QUIET ENJOYMENT OR AGAINST INFRINGEMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.0 **LIMITATION OF LIABILITY.** THE CLERK'S OFFICE ASSUMES NO LIABILITY TO SUBSCRIBER FOR THE DATA. HOWEVER, SHOULD LIABILITY SOMEHOW ARISE AND REGARDLESS OF THE FORM OF ACTION, THE CLERK'S OFFICES' TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL THE CLERK'S OFFICE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT RESULT AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8.0 **No Assignment Of Agreement or License.** This Agreement and any rights or licenses granted to Subscriber hereunder may not be assigned or transferred by Subscriber without THE CLERK'S OFFICE's prior written consent and any attempt to the contrary is void.

9.0 **Termination.** Either Party may terminate this Agreement at any time upon 5 business days advance written notice to the other or upon such other effective date specified in such notice provided such date results in a minimum of 5 business days advance notice, at which time Subscriber access will cease. THE CLERK'S OFFICE may upon reasonable belief that Subscriber has violated the terms and conditions of this Agreement, or upon reasonable belief that the access password provided to Subscriber is being misused, suspend Subscriber access until such misuse is investigated, explained and corrected. If THE CLERK'S OFFICE has reason to believe that Subscriber is in default of its obligations and duties under this Agreement, THE CLERK'S OFFICE, at its sole discretion, may give Subscriber advance written notice before termination of Subscriber's access and allow Subscriber the time period specified in the notice to cure such any default. THE CLERK'S OFFICE shall solely determine whether said cure is sufficient to protect the THE CLERK'S OFFICE and shall thereafter notify the Subscriber of the THE CLERK'S OFFICE's decision.

10.0 **Dispute Resolution, Governing Law And Jurisdiction.**

10.1 This Agreement, all transactions executed hereunder and the legal relations between the parties shall be governed and construed solely in accordance with the laws of the State of Illinois, County of Cook without reference to its conflict of laws rules.

10.2 The parties agree that should there be arbitration under Section 10.2 or legal action under Section 10.3, the THE CLERK'S OFFICE shall be entitled to reasonable attorneys' fees and costs of suit incurred therein.

10.3 Both parties, to the fullest extent allowed by law, hereby consent to the non-exclusive in personam jurisdiction of the state and federal courts situated in Chicago, Illinois in the event it is necessary to enforce an arbitral award, or litigate a claim.

11.0 **Miscellaneous Provisions.**

11.1 **Notices.** All notices and demands required or permitted under this Agreement shall be in writing and may be delivered by registered or certified mail, postage prepaid, by facsimile, or by an overnight express service (e.g. Federal Express, Airborne Express, etc.), to one of the persons and

addresses or facsimile numbers set forth below. Any notice or demand mailed or faxed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt or the facsimile machine print out. Said notices shall be faxed or addressed as follows:

Cook County Cook County Clerk	Subscriber: _____
118 North Clark Room 230	Address: _____
Chicago, IL 60602	
Attention: Recording Operations/Legal	Attention: _____
Email: khang.trinh@cookcountyil.gov	Email: _____
	Telephone: _____

or to such other address or fax number and to the attention of such other person as either party may designate to the other in writing.

- 11.2 **Severability.** If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances, other than those as to which it is held invalid, shall not be affected unless such invalidity would materially alter the party's ability to perform or the intended essential purpose of this Agreement. "Person" shall mean any natural person or corporation, partnership, trust, association, governmental unit or any other type of entity.
- 11.3 **Compliance With Laws:** Subscriber, its agents and employees shall comply with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the regulations of the U.S. government relating to the export of commodities and technical data, insofar as they relate to this Agreement and the activities to be performed pursuant to this Agreement. Subscriber agrees it is responsible for obtaining required U.S. government documents and approvals prior to export of any technical data provided by THE CLERK'S OFFICE to Subscriber under this Agreement.
- 11.4 **Final Agreement.** This Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement can be modified by the THE CLERK'S OFFICE if written notice is provided to the Subscriber.
- 11.5 **Headings, Gender.** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a section number ending in a zero, e.g., 10.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 10.0 is a reference to Sections 10.1 and 10.2 as well.
- 11.6 **Employee Liability.** The terms and conditions of this Agreement apply solely to the THE CLERK'S OFFICE and the USER. No employee or elected official from the THE CLERK'S OFFICE are personally or individually liable for the terms and conditions of this Agreement.
- 11.7 **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

11.8 Authorization. Parties have caused this Agreement for access to bulk or compiled data to be executed by their duly authorized respective representatives as of the date first above written and agree to be bound by the provisions contained herein. Each undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective corporation or business to enter into and execute this Agreement on its behalf.

In witness whereof, the parties hereto have signed this Agreement on the date set forth below.

COOK COUNTY COOK COUNTY CLERK

SUBSCRIBER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____