Acadia Parish On-line DocuNet
Service Terms and Conditions Agreement

1.0 Access Fees

Initial Installation Fees: Installation of the client software and standard hardware configuration (for a description of the minimum system requirements and supported hardware, Section 3.0 (Hardware) will incur an initial setup fee of $125 per PC and the first month payment. These fees will include the configuration of the standard hardware and software listed in Section 3.0, demonstration of the system, and verification of completion.

Monthly User Fees: "Non-commercial" users are defined as those natural persons utilizing the DocuNet Service for non-economic gain or benefit. "Commercial Users" are defined as those natural or juridical persons whose use of the DocuNet Service is intended primarily for economic gain and/or benefit. All businesses are presumed to be Commercial Users. Commercial and Non-commercial users of the DocuNet Service will pay a current rate of $60 per month FOR EACH PC accessing the Acadia Parish On-line Service.

Copy fees: For Commercial and Non-commercial accounts, there will be a copy charge of $1.00 per page for all on-line documents printed through the DocuNet system. Index printing will be at a rate of $2.00 per page.

Late fees: There will be a late fee of $25.00 per month on delinquent accounts. An account is considered delinquent if payment is not received within 45 days of the bill date. Delinquent accounts can be suspended without notice and late fees will be accrued and added to the outstanding balance due. A late fee of $25.00 per month will be added to the account until the balance is paid in full. If you have an open account for charging, please note on your payment if this fee is included in the payment made.

Reconnect fee: In the event of termination of service for any reason, there will be a $40.00 reconnect charge applied when the account is active, in good standing, and the customer requests the service returned.

2.0 Technical (Support)

Omni Services Incorporated, d.b.a. Omni Computers ("Omni"), a corporation independent of the Acadia Parish Clerk of Court's Office, supports the Acadia Parish DocuNet System. Omni will conduct all initial setups and configurations of the DocuNet system as well as any subsequent modifications or technical support issues and shall perform all such support via on-line. In the event it is necessary for Omni to conduct technical support at the user's premises, a fee of $125.00 per hour shall be charged for all on-site or web support services and a fee of $75.00 per hour for travel time (if needed) required as part of any such support.

3.0 Required Hardware

The DocuNet system utilizes Microsoft Windows Terminal Server. The system allows for a broad range of Personal Computers to access the DocuNet system. The minimum/standard requirements for using the system are as follows:

1. Broadband internet access *i.e. High Speed Cable or DSL.*
2. IBM PC or compatible running Windows XP or higher.
3. Any printer which has an available 64 bit PCL or Postscript driver.

   If you have any questions regarding hardware compatibility, please do not hesitate to call Benny Garrad with Omni Computer, Inc. at 337-962-7825.

   Any variation from these specifications could result in performance degradation or increased downtime and is not supported by the Acadia Parish Clerk of Court's Office or Omni Service Incorporated. Additionally, variation from the afore mentioned standards may incur additional setup fees.

4.0 Information Usage

Information and documents made available to users through the DocuNet system are intended to be utilized by users for informational purposes only. Retail use of this information is not permitted. Neither the Acadia Parish Clerk of Court nor Omni warrant or guarantee the quality, completeness, accuracy, or availability of any information or documents obtained through the DocuNet system. None of the documents or information are certified by the Acadia Parish Clerk of Court as being true and correct copies of the documents contained in the physical records maintained in the Acadia Parish Clerk of Court's office and as such, none of the electronic documents and information provided by the DocuNet system are "certified" by the Acadia Parish Clerk of Court and cannot be utilized as "certified" copies in any proceeding where certified copies are required. When true, correct, and certified copier are required, users are advised to obtain such records directly from the Acadia

Parish Clerk of Court's office. Any users attempting to disseminate information and/or documentation obtained through the DocuNet system to third parties and representing in any way such records are certified by the Acadia Parish Clerk of Court for use in any proceeding where certified copies are required shall constitute a breach of this Service Agreement and shall further result in the immediate termination of this Service Agreement.

5.0 Indemnity

Users shall not utilize the DocuNet system, or information and documents obtained therefrom, for any illegal, fraudulent, or retail purposes. In the event that it is determined that any user is violating this section, such conduct shall constitute a breach of this Service Agreement and shall further result in the immediate termination of this Service Agreement. In the event that any illegal, fraudulent, or non-compliance use of the DocuNet system or information and documents obtained therefrom by any user resulting in any legal action being instituted against the Acadia Parish Clerk of Court or its agents, the said user by signing this Service Agreement, shall indemnify and defend the Acadia Parish Clerk of Court and its agents any such actions to include the payment of any damages, reasonable attorney's fees, and costs incurred by, or attributed to the Acadia Parish Clerk of Court or its agents, and resulting in way from user's illegal, fraudulent, or non-compliance use of the system or its documents and information. User further agrees that, in the event it shall become necessary to institute legal proceedings against user to enforce the terms and conditions of this Service Agreement, user shall pay all reasonable attorney's fees and costs associated with any such proceeding.

6.0 Severability

In the event it is determined by a court that any provision of this Service Agreement is improper or otherwise unenforceable, such determination shall not in way affect the remaining provisions of this contract and all such provisions shall remain binding and enforceable on user.

7.0 Choice of Law and Forum

By signature below, user acknowledges and agrees that this Service Agreement shall be governed by the laws of the State of Louisiana, regardless of what State user resides or is domiciled. User further agrees and acknowledges that all services provided to user through this Service Agreement are provided in the State of Louisiana and, in the event of a dispute between the user and the Acadia Parish Clerk of Court and/or its agents, including Omni, shall be instituted in the 15th Judicial District Court, Parish of Acadia, State of Louisiana.

8.0 Important Numbers, Information, and Signatures

Acadia Parish Clerk of Court
Kathleen Cart | Admin. Assistant – 337-788-8881 Ext. 323

I, _____, hereby agree to the terms and conditions set forth above and authorize the installation and configuration of the Acadia Parish DocuNet service on my computer(s).

Name _____   Bus. Phone _____

Company _____   Account # _____

Address _____   Username DN_____
                                         (Max. of 10 no symbols)
City _____   Password _____
                                         (Min. of 6 characters)
State _____   Printer (if known): _____
                                         (If the printer does not match the standard hardware
Zip _____   mentioned in Section 3, additional setup fees may be incurred.

User Contact Name:_____   User Phone No.:_____

User Email Address:_____

☐ PAID   ☐INVOICE   DATE _____

RE: Contract 2022