

Terms and Conditions for File Transfer Protocol Server Access – Driver Safety Training

This document sets forth the terms and conditions under which the Customer may access a File Transfer Protocol (FTP) server provided by the Clerk of the Circuit Court & Comptroller, Palm Beach County (“Clerk”), for the purpose of accessing agency-produced data processing systems that are not considered to be sensitive by law. By completing this document and paying the subscription amount for the services described herein, you agree to adhere to and be bound by its provisions, as well as any terms and instructions that appear on the Clerk’s website.

1. SCOPE OF SERVICE – To grant customer with access to an FTP server where daily updates to the internal case management system of the Clerk of the Circuit Court & Comptroller of Palm Beach County, Florida are maintained. These updates will be available for a minimum period of forty-five (45) days from any update.

2. PAYMENT

- a.** Customer agrees to pay the Clerk a service charge of \$600.00, payable annually in advance and billed on the first business day of December each year. Subsequent renewals will be effective January 1. Failure to renew payment by December 31st will result in termination of access to the FTP server.
- b.** For new customers, the service charge will be prorated at the rate of \$50.00 per month for the balance of months remaining at the time of initiation of service. Customer understands and agrees that, if expenses or labor costs change, cost for the FTP server transmission will change accordingly. The Clerk will notify Customer promptly should this occur.
- c.** The Customer acknowledges that the service charge is based on the costs of the time and materials involved in the implementation of this process and system. Customer further understands that the service charge is based upon the costs incurred by the extensive use of information technology resources and for the labor costs of the personnel providing the FTP server.

3. CONDITIONS

- a.** Customer agrees that it is their responsibility to access, retrieve and process this information on a timely basis.
- b.** Customer acknowledges and agrees that the FTP Server implemented by the Clerk to provide Customer with the data and the information provided within this document is subject to disclosure as provided by Florida Statutes.
- c.** Customer acknowledges and agrees to be bound by all existing and future public records legislation in regard to the use and disclosure of the information acquired from the FTP server.

- d. Customer agrees that any request made of the Clerk for data provided by the FTP server will be in such a form and manner as established by the Clerk.

4. TERMINATION

- a. The Clerk reserves the right to terminate the Customer's access to the FTP server after providing at least thirty (30) days written notice unless:
 - i. Legislative changes require a more immediate change;
 - ii. An abusive use of this service is detected. An abusive use may be, but is not limited to the following:
 - 1. Unauthorized sharing of logon credentials;
 - 2. Intentionally attempting to circumvent security controls;
 - 3. Using the service in a way that differs from its intended purpose;
 - 4. "Testing the Fences" to identify system security measures, configuration or setup information;
 - 5. Placing unnecessary load on the system's resources; or
 - 6. Using the service, or sharing the information obtained through use of the service, in a manner inconsistent with section 316.650, Florida Statutes and/or Florida law.
 - iii. Any check furnished by Customer to the Clerk for payment is returned unpaid for any reason and Customer fails to deliver said payment plus all bank charges incurred within 72 hours upon notification by the Clerk.
- b. The Customer may terminate access to the FTP server after providing at least thirty (30) days written notice to the Clerk.
- c. In the event that the Customer's access is terminated, any unused portion of the annual service charge will be refunded to the Customer on a prorated monthly basis.
- d. Account inactivity for 120 days and/or the inability to communicate using the information provided by Customer will result in account de-activation.

5. LIMITATIONS

- a. Customer agrees to accept the Clerk's FTP server "as is," without any warranties or representations, including the implied warranty of merchantability and fitness for a particular purpose, as to the FTP server's ability or capability of producing accurate or correct data for any intended use whatsoever by Customer.
- b. Customer hereby relieves, releases, indemnifies and holds harmless the Clerk, its employees or agents of any liability for any and all damages resulting from incorrect data or any other misinformation obtained from use of the FTP server; including claims made by any third parties unknown to the Clerk who possess the data by virtue of the Customer providing or otherwise making same available for use by third party.
- c. Customer acknowledges and agrees that in no event will the Clerk, its employees or agents, be liable for any damages, including but not limited to, loss of data, lost profits, or consequential damages arising from Customer's use of the data, even if the Clerk has been advised of the responsibility of such damages.

- d.** This document creates no rights or privileges that are enforceable by anyone not a party to this document.
- e.** This document contains the entire understanding of the parties, there being no promises, warranties, or undertakings written or oral, other than those expressly set forth herein.

Signature: _____ Company: _____

Name: _____ Title: _____

Date: _____ Telephone: _____

Address: _____ E-mail: _____

