

File Transfer Protocol Server Access Agreement

This is an Agreement, made and entered into by and between **SHARON R. BOCK**, Clerk & Comptroller of Palm Beach County, hereinafter referred to as "Clerk", and (enter name) _____, hereinafter referred to as "Customer".

WHEREAS, Customer has requested and the Clerk has agreed to provide information pertaining to public records, filed with the Office of the Clerk & Comptroller of Palm Beach County, and

WHEREAS, Florida Statutes allow the public access to agency-produced data processing systems which are not considered by law to be sensitive;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Clerk and Customer agree as follows:

1. The Clerk agrees to grant to Customer, access to a File Transfer Protocol (FTP) server where daily updates to the Official Record Index of the Clerk & 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. Customer agrees that it is their responsibility to access, retrieve and process this information on a timely basis.

3. Customer acknowledges and agrees that the FTP Server implemented by the Clerk to provide Customer with the data is subject to disclosure as provided by Florida Statutes.

4. Customer acknowledges and agrees to be bound by all existing and future Public Records legislation in regards to the use and disclosure of the information acquired from the FTP server.

5. Customer agrees to pay the Clerk a reasonable service charge based on the costs of the time and materials involved in the implementation of this process and system. The service charge of \$600.00 is payable annually, in advance, and billable on the 1st business day of December of each year. 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 this agreement. The parties agree 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.

6. Customer and Clerk agree that the set-up fee and service charge are 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.

7. 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.

8. Customer and Clerk agree to give at least thirty (30) days written notice to terminate this agreement unless:

- a. legislative changes require a more immediate change.
- b. An abusive use of this service is detected which can result in the immediate termination of the Agreement. An abusive use may be, but is not limited to the following:

- Unauthorized sharing of logon credentials

- Intentionally attempting to circumvent security controls.
- Using the service in a way that differs from its intended purpose.
- "Testing the Fences" to identify system security measures, configuration or setup information.
- Placing unnecessary load on the system's resources.

c. 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, can result in the immediate termination of this Agreement.

9. Account inactivity for 120 days and/or the inability to communicate using the information provided by Customer will result in account de-activation.

10. Customer agrees to accept the Clerk's FTP server 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.

11. 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.

12. 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.

13. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.

14. This Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings written or oral, other than those expressly set forth herein.

Date: _____

Signature _____ Company Name _____

Title _____ Address: _____

Daytime Telephone _____

E-mail Address _____

SHARON R. BOCK
 Clerk & Comptroller
 Palm Beach County

By: _____ Date: _____
 Deputy Clerk