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REMOTE ACCESS LICENSING AGREEMENT

This Remote Access Licensing Agreement (“Agreement”) is made by and between El Paso County, Colorado (“County”), and the party defined below (“Licensee”) to allow remote access to El Paso County recorded data and images (“Data”) through direct on-line internet access.

Licensee Business Information

Name of Authorized Officer _____

Company Name: _____

Company Address: _____

Phone Number _____ E-Mail Address _____

The County and Licensee do hereby agree that:

1. This Agreement shall be effective from the date that the Licensee signs the Agreement until notification of termination from the Licensee or until this Agreement is otherwise terminated as may be provided herein.
2. The licensee shall pay to the County through the Office of the El Paso County Clerk and Recorder a fifty dollar (\$50.00) access fee due with submission of this signed agreement, and an annual renewal fee of fifty dollars (\$50.00) due each subsequent year that this contract remains in effect. In addition, the Licensee shall pay twenty five cents (\$0.25) per page for printed images, which will be charged to an escrow account established by the Licensee with the Office of the County Clerk and Recorder. It is the responsibility of the Licensee to maintain sufficient funds in this escrow account to cover the Licensee’s print fees. Print capability will be suspended at any time if sufficient funds are not available in the escrow account.

Licensee will be invoiced for the annual fifty dollar (\$50.00) renewal fee at the beginning of each calendar year at the address as set forth herein. Payment shall be due within thirty (30) days of the invoice date. Failure of the Licensee to make timely payments pursuant to this agreement shall be cause for the immediate termination of this

Agreement and termination of the Licensee's remote access to the public records Data. The fees may be adjusted by the County at anytime and the County will provide the Licensee thirty (30) days written notice prior to the effective date of any change.

3. In accordance with this Agreement, the County grants the Licensee a non-exclusive, non-transferable license to access the Data in cases where the information is not protected from public access by law or regulation. The Data is made available for informational purposes only. Every effort has been made by the County to ensure the accuracy of such information. The Licensee agrees that it shall not hold the County responsible for any omissions or errors in the Data obtained pursuant to this Agreement, or for any damage caused by Licensee's reliance on the information obtained. The Licensee agrees and understands that it shall have no recourse or right of action against the County for any cause whatsoever due to information obtained in accordance with this Agreement. The Licensee shall save and hold the County harmless and defend the County from any and all liability of whatever nature whatsoever, including attorney's fees, arising out of the use of the information obtained by the Licensee in accordance with this Agreement.
4. The County shall have sole authority and discretion to change the nature, extent, format, or other aspects of the information system and databases that Licensee may access according to the terms of this Agreement and County may do so at any time without notice to, or consent by, the Licensee. The County does not guarantee the Licensee any specific hours of access, response time, or other levels of service. On-line access may be temporarily denied or restricted at the County's sole discretion.
5. Except as may be otherwise provided in this Agreement, either party may terminate this Agreement at any time after the delivery of ten (10) days written notice to the other party. After appropriate notice has been given, the Licensee's rights under this Agreement shall automatically terminate. The County is not obligated to refund any amounts paid by the Licensee under this Agreement in the event of termination of the Agreement.
6. Unique passwords will be assigned to the Licensee and such passwords shall be used exclusively by the Licensee and Licensee's employees. Sharing of passwords with non-employees is strictly prohibited and shall be subject to the immediate termination of this Agreement without notice to the Licensee. The County shall, however, provide written confirmation of such action as soon as practicable after such termination. The County may alter or change the Licensee's password as often as the County may deem necessary in order to maintain the security and integrity of the County's system. Licensee shall make every effort to protect the password assigned by the County and shall not give the password to any third party or post the password in such a manner that third parties would have access to such password.

7. This Agreement shall be binding on any successors of the Licensee. This Agreement shall not be assigned by Licensee, and attempts to assign Licensee's rights hereunder shall automatically terminate this Agreement.
8. The Data may be used by the Licensee for any lawful purpose. However, Licensee shall not sell such Data to any third person, other than to charge a nominal copying charge for such Data.
9. The Licensee shall not attempt to hack, reverse engineer, break into, or compromise the County web site.

The undersigned acknowledges that he/she is an authorized representative of the Licensee and has the legal authority and capacity to execute this document and bind the Licensee.

Entered into this _____ day of _____, 20_____.

Steve Schleiker
El Paso County Clerk and Recorder

Signature of Authorized Officer

Printed Name

Lori Seago-2/23/2012
Approved as to Form
El Paso County Attorney's Office

Title

Company Name