

LICENSE AGREEMENT FOR THIRD-PARTY BATCH FILING

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 201_, by and between the Florida Courts E-Filing Authority (the “Authority”), and _____, whose principal address is _____(the “Licensee”).

Section 1. System Technical Requirements. Licensee shall meet the following minimum technical requirements as outlined in the Third-Party Vendor Application for Batch Filing, and any amendments thereto.

Section 2. Grant of License.

- a. This is a license agreement and not an agreement for sale. The Authority grants to Licensee a non-exclusive, non-transferable, limited license to access and use batch filing as set forth in Exhibit A and subject to the terms of this Agreement.
- b. Licensee expressly acknowledges and accepts its responsibility under applicable law for any loss, damage, or injury to persons or property arising from Licensee’s authorized use of batch filing, including, but not limited to, the unauthorized disclosure of confidential information.
- c. Licensee forever discharges and holds harmless the Authority and its Contractors from all present and future claims, demands, costs, judgments, suits, losses, debts, liabilities, damages, actions, causes, charges and expenses, including, but not limited to, court costs and attorneys’ fees, arising out of or related to the use of batch filing.
- d. Licensee may not copy, download, scrape, store, publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, reverse engineer, modify or make derivative works of any of the components of batch filing or the Portal.
- e. Under no circumstances may batch filing be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as the Portal.
- f. Licensee understands and agrees that due to changing business and technical needs, the System Technical Requirements may change over time. Licensee is responsible to adapt its software to any new System Technical Requirements to acquire and or maintain its certification. Licensee will be given sixty (60) days prior notification of any changes that are to go into effect. It is the Licensee’s sole responsibility to adapt, test, and certify its software to such changes. Failure of the Licensee to conform its software to the notified changes by the specified effective date may result in the immediate revocation of the Licensee’s certification.

Section 3. Payments.

- a. The Authority will send Licensee a monthly invoice of the applicable license fee, based on the number of documents processed in a given month, in accordance with the Schedule of Fees set forth below. The Authority reserves the right to revise the fee structure upon thirty (30) days notice to the Licensee.

Schedule of Fees for Batch Processing

Number of Filings/Documents	Monthly Fee
1 - 500	\$125
501 – 1,000	\$150
1,001 – 10,000	\$175
10,001 – 25,000	\$200
Over 25,000	\$250

- o Monthly invoicing will provide the total amount of documents processed and the total fee for the period
- b. Licensee has thirty (30) days from the date of the invoice to submit full payment. In the event the invoice remains unpaid after thirty (30) days, interest and a \$25 late charge may be applied.
- c. In the event the invoice remains unpaid for sixty (60) days, the Authority may revoke certification and terminate this Agreement upon providing ten (10) days’ written notice and refer the matter to a collection agency.

Section 4. Permitted Use.

- a. Licensee warrants that its activities in using or utilizing batch filing shall not a) be false, fraudulent, inaccurate or misleading; b) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; c) violate any law, statute, ordinance, contract, applicable license, administrative order, Supreme Court standards or regulations; d) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or e) create liability for the Authority.
- b. Licensee shall not use or attempt to use batch filing for purposes other than legitimately filing electronic documents with a government entity intended to be the ultimate recipient of such documents.

Section 5. Revocation and Termination.

- a. If Licensee fails to meet its obligations to operate its software against the Portal production environment, it will be deemed in non-compliance.

- b. If Licensee is found to be non-compliant, the Licensee will be notified of the requirements that it has failed to meet. The Licensee must perform a root-cause analysis and remediate the issue(s) to the satisfaction of the Authority within twenty (20) calendar days from the date it was notified of such non-compliance.
- c. The following may result in the revocation of a Licensee's certification and termination of this License Agreement:
 - o Failure to resolve non-compliance related issue(s) within the time specified.
 - o Three (3) or more non-compliance related issues within a 180-day period.
 - o Failure to pay an invoice after receiving final written notice.
- d. After revocation/termination, the Licensee will be required to re-apply through the application and testing process.
- e. Any person connected to the Portal that has not been certified by the Authority will receive written notification requiring it to disconnect from the Portal. In the event they do not comply, such person will be disconnected from the Portal involuntarily.
- f. Either party may terminate this Agreement without cause upon thirty (30) days' written notice.
- g. Upon termination any outstanding invoices shall remain due and payable.
- h. Any continuing obligation, liability or responsibility of Licensee shall survive termination of the Agreement.

Section 6. Disclaimer of Warranty.

BATCH FILING IS PROVIDED "AS IS." THERE ARE NO WARRANTIES WITH RESPECT TO BATCH FILING, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AUTHORITY DOES NOT WARRANT THAT BATCH FILING WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT BATCH FILING WILL MEET LICENSEE'S REQUIREMENTS. THE AUTHORITY PROVIDES NO WARRANTIES OF NONINFRINGEMENT, NONINTERFERENCE WITH INFORMATION, OR ACCURACY OF INFORMATIONAL CONTENT.

Section 7. Limitation of Liability.

- a. The Authority does not have any control over third parties, including any government entity intended to be the ultimate recipient of any electronic documents that Licensee may attempt to transmit via batch filing. The Authority cannot ensure that either the Portal or any government entity that Licensee attempts to file with through batch filing, will actually accept and complete Licensee's transaction.
- b. NEITHER THE AUTHORITY AND/OR ITS CONTRACTORS SHALL HAVE ANY LIABILITY TO LICENSEE WITH RESPECT TO THIS AGREEMENT OR

OTHERWISE, INCLUDING ANY LIABILITY FOR FINES, PENALTIES, DISPUTES OVER FEES, DEPOSITS, COMMISSIONS, CHARGES FOR GOODS AND SERVICES, THIRD PARTY COSTS OF CORRECTING, PERFORMING OR REPERFORMING ANY WORK OR OTHER ACTIVITY, CONTRACTUAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE AUTHORITY, ITS AFFILIATES, SUBSIDIARIES, AND/OR CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AUTHORITY AND/OR ITS CONTRACTORS' LIABILITY FOR DIRECT DAMAGES EXCEED THE TRANSACTION FEES PAID FOR THE RELEVANT TRANSACTIONS GIVING RISE TO SUCH CAUSE OF ACTION. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE AUTHORITY AND/OR ITS CONTRACTORS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH BATCH FILING, OUR WEBSITE, OR THE AGREEMENT UNDER ANY LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, OR TORT.

- c. Licensee agrees that batch filing is a convenience service, and that Licensee can make alternative arrangements to file any necessary documents in the event that batch filing is unavailable, malfunctioning, or in the event this Agreement has been terminated. Licensee acknowledges that the timely filing of motions, briefs, and other documents in compliance with statutes, regulations, court rules, and orders requires the professional judgment of an attorney, and that attorneys appearing in a case are ultimately responsible for the timely filing of any such documents. While the Authority will use reasonable efforts to electronically file any documents for which transaction fees have been paid, Licensee agrees that neither the Authority, nor any of its contractors shall have any liability whatsoever associated with the filing or failure to file any documents submitted via the Portal.

Section 8. Notices.

If written notice to a party is required under this Agreement, such notice shall be provided by US Mail and electronic mail as follows:

To the Authority: P.O. Box 180519
Tallahasee, FL 32318
support@myflcourtagency.com

To the Licensee: [insert mailing address and email address]

Either party may, by subsequent written notice, designate a different address or party for receiving notice.

Section 9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Leon County.

Section 10. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 11. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

FLORIDA COURTS E-FILING AUTHORITY

BY: _____
Tim Smith, Chairman

DATE: _____

[INSERT NAME OF LICENSEE]

BY: _____
Signature

Print Name

DATE: _____