

LINDA LINGLE
GOVERNOR OF HAWAII



CARL T. WATANABE
REGISTRAR OF CONVEYANCES

TELEPHONE (808) 587-0120

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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES
P. O. BOX 2867
HONOLULU HAWAII 96803

ELECTRONIC IMAGE TRANSFER MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated _____, is between the Bureau of Conveyances, "BOC" and
, "Subscriber", relating to the FTP transfer of text data. 2

For the purposes of this agreement, Electronic Image is defined as:

*Ken is
revised*

- a. Scanned images created and maintained by the BOC pursuant to archival requirements established by the Board of Land and Natural Resources and other appropriate laws.
- b. Unedited image data retrieved from the Bureau of Conveyances Information System (BCIS).

RECITALS

WHEREAS, the BOC maintains an inventory of images of recorded instruments; and

WHEREAS, the images maintained by the BOC are used to verify and support research efforts; and

WHEREAS, the timeliness of delivery will be enhanced by this program and greatly benefit the BOC and Subscriber; and

WHEREAS, this process will benefit the Subscriber and BOC; and

WHEREAS, it is the desire of the parties to have a clear and defined understanding of the conditions for access.

NOW, THEREFORE, the parties hereto agree as follows:

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In general, it is understood that:

- a. **Subscriber** refers to anyone who pays the required fee and acknowledges and agrees to the terms of this agreement.
- b. Participation in the electronic Image Transfer program is voluntary.
- c. No warranty is expressed in the images provided by the **BOC**.

1. **Terms**

This Memorandum of Agreement shall become effective upon the signature of parties and shall remain in effect until terminated by either party in accordance with this Memorandum.

2. **Eligibility**

As defined under Subscriber.

3. **Fees**

1. **Set Up Costs:** includes but is not limited to creating appropriate log on and private key for access, issuance of certificate of use, issuance of appropriate licenses, preparation and delivery of client software and directions for implementation and use.
2. **Monthly fee:** payable to the Bureau of Conveyances by the 5th working day of each month, with a grace period of 5 working days. A late fee of 10% will be assessed for any payment not made within the established grace period.

4. **Services and Responsibilities**

Following are the services to be provided and the responsibilities of the respective parties:

A. **Bureau of Conveyances**

1. Provide transmission of scanned images via secure FTP using USA standard encryption and PKI (Private Key Infrastructure).
2. The BOC will provide the software needed to connect to BOC and access digitized images.
3. The BOC retains ownership of the images and is responsible for maintenance of records.

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4. No modifications to the Image FTP client software are allowed, except by the BOC.
5. BOC will post images to the FTP server between 4:00 p.m. to 5:00 p.m. daily. Delays caused by system failures will affect time of posting and will affect Subscribers ability to retrieve information.
6. BOC reserves the right to modify, add, or remove all services and features of this system at any time. Subscribers will receive adequate notice of such changes.

B. Subscriber

1. Subscriber will take reasonable steps to guard against misuse of information obtained by means of electronic transfers from BOC consistent with UIPA provisions, and as they would their own information.
2. Subscriber understands images are unedited and subject to change by the BOC.
3. Subscriber may not modify, alter or duplicate software provided for access. Subscriber shall be required to purchase certificates and licenses as required by their operational needs.
4. Subscriber understands images ^{is} ~~is~~ for internal use ^{and} ~~and~~ not to be duplicated for commercial use ~~or~~ bulk sale.
5. Required equipment, i.e., computer, monitor, internet connection and other applicable equipment required for retrieval will be provided by the subscriber.
6. All subscribers are required to log off the application when not in use.
7. Subscribers must carefully monitor and control use of the system for compliance with agreed to safeguards and assumes full responsibility for any malicious attack that harms, damages or has a damaging effect to the BOC's system or databases and will indemnify the BOC against any damages suffered by the BOC as a result of subscriber's non-compliance.
8. Subscriber may not use the system or services, or any information contained therein, in any way that violates federal, state, local or international law or the rights of others. This prohibits, but is not limited to any actions of Subscriber which are threatening, obscene or defamatory, or which violates rights of privacy and publicity.

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9. Subscriber must identify a contact person responsible for implementing, maintaining and trouble-shooting this program.

5. **Liability**

- A. BOC offers no warranty on the accuracy or integrity of the images and will not incur any liability for the electronically transmitted images and use by the Subscriber.
- B. BOC will not incur any liability for any breach of security, fraud or deceit as a result of electronic transmission. Safeguards provided by the BOC system is not a warranty against any illicit or illegal attempts to intercept data.
- C. Under no circumstances shall BOC or anyone else involved in the administering, distributing or providing of the services described herein, be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use BOC's services, mistakes, omissions, interruptions, deletion of files or errors, defects, viruses, delays in operation or transmission of information, failure of performance, theft, destruction or unauthorized access to BOC records, programs or services, even if BAC has been advised of the possibility of such losses.

6. **Termination**

- A. Either party may terminate this Memorandum of Agreement for any reason by serving the other party a fifteen-day (15) written notice of termination.
- B. This agreement shall be immediately terminated upon non-payment of fees by participating entity.
- C. This agreement shall be immediately terminated upon confirmation of improper use and non-compliance with terms of this agreement.
- D. Upon termination, all software, and if applicable, equipment owned by BOC, must be returned to the BOC within thirty (30) days of termination. Subscriber will be responsible for cost of items not returned.

7. **Entire Agreement**

- A. This agreement contains the entire and complete understanding of the parties and supersedes any/all other agreements, oral or written, with respect to the terms under this agreement.
- B. This agreement may be modified in total or in part by mutual agreement, in writing, of the parties to this agreement.

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8. **Notice**

Any notice pursuant to this agreement shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage-prepaid, certified and addressed as follows:

**Bureau of Conveyances
Attn: Registrar
Kalanimoku Building, Room 120
P. O. Box 2867
Honolulu, Hawaii 96803**

Company: _____

Address: _____

By: _____

Date: _____

Title: _____

**Carl T. Watanabe, Registrar
Bureau of Conveyances**

Date: _____

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DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES
P. O. BOX 2867
HONOLULU HAWAII 96803

ELECTRONIC TEXT DATA TRANSFER MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated _____, is between the Bureau of Conveyances, "BOC" and _____, "Subscriber", relating to the FTP transfer of text data.

For the purposes of this agreement, *Text Data* is defined as:

- a. General index information created and maintained by the BOC pursuant to rules established by the Board of Land and Natural Resources and other appropriate laws.
- b. Unedited text data retrieved from the Bureau of Conveyances Information System (BCIS).

RECITALS

WHEREAS, Chapter 501-89 and 502-12, Hawaii Revised Statutes requires the BOC to maintain a record of all recorded transactions; and

WHEREAS, the information contained in the records are used for research purposes; and

WHEREAS, the ability of accessing information serves as an alternative to an actual visit to the BOC; and

WHEREAS, this process will benefit the Subscriber and the BOC; and

WHEREAS, it is the desire of the parties to have a clear and defined understanding of the conditions for access.

NOW, THEREFORE, the parties hereto agree as follows:

In general, it is understood that:

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- a. **Subscriber** refers to anyone who pays the required fee and acknowledges and agrees to the terms of this agreement.
- b. Participation in the electronic Text Data Transfer program is voluntary.
- c. No warranty is expressed in the text data provided by the BOC.

1. **Terms**

This Memorandum of Agreement shall become effective upon the signature of parties and shall remain in effect until terminated by either party in accordance with this Memorandum.

2. **Eligibility**

As defined under Subscriber.

3. **Fees**

1. **Set Up Costs:** includes but is not limited to creating appropriate log on and private key for access, issuance of certificate of use, issuance of appropriate licenses, preparation and delivery of client software and directions for implementation and use.
2. **Monthly fee:** payable to the Bureau of Conveyances by the 5th working day of each month, with a grace period of 5 working days. A late fee of 10% will be assessed for any payment not made within the established grace period.

4. **Services and Responsibilities**

Following are the services to be provided and the responsibilities of the respective parties:

A. **Bureau of Conveyances**

1. Provide transmission of text data via secure FTP using USA standard encryption and PKI (Private Key Infrastructure).
2. The BOC will provide the software and instructions needed to connect to BOC and access text data.
3. The BOC retains ownership of text data information and is responsible for maintenance of records.

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4. No software modifications to the Text Data FTP program are allowed, except by the BOC.
5. BOC will post information to the FTP server between 4:00 p.m. to 5:00 p.m. daily. Delays caused by system failures will affect time of posting and may affect Subscribers ability to retrieve information.
6. BOC reserves the right to modify, add, or remove all services and features of this system at any time. Subscriber will receive adequate notice of such changes.

B. Subscriber

1. Subscriber will take reasonable steps to guard against misuse of information obtained by means of electronic transfers from BOC consistent with UIPA provisions, and as they would their own information.
2. Subscriber understands text data is unedited and subject to change by the BOC.
3. Subscriber may not modify, alter or duplicate software provided by BOC for access. Subscriber shall be required to purchase certificates and licenses as required by their operational needs.
4. Subscriber understands information ^{is} for their internal use and ^{is} not to be duplicated for commercial use ^{of bulk sale}.
5. Required equipment, i.e., computer, monitor, internet connection and other applicable equipment required for retrieval will be provided by the subscriber.
6. All subscribers are required to log off the application when not in use.
7. Subscribers must carefully monitor and control use of the system for compliance with agreed to safeguards and assumes full responsibility for any malicious attack that harms, damages or has a damaging effect to the BOC's system or databases and will indemnify the BOC against any damages suffered by the BOC as a result of subscriber's non-compliance.
8. Subscriber may not use the system or services, or any information contained therein, in any way that violates federal, state, local or international law or the rights of others. This prohibits, but is not limited to any actions of Subscriber which are threatening, obscene or defamatory, or which violates rights of privacy and publicity.

Subscriber understands information may not be duplicated for commercial use by bulk sale

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9. Subscriber must identify a contact person responsible for implementing, maintaining and trouble-shooting this program.

5. **Liability**

- A. BOC offers no warranty on the accuracy or integrity of the information and will not incur any liability for the electronically transmitted information and use by the Subscriber.
- B. BOC will not incur any liability for any breach of security, fraud or deceit as a result of electronic transmission. Safeguards provided by the BOC system is not a warranty against any illicit or illegal attempts to intercept data.
- C. Under no circumstances shall BOC or anyone else involved in the administering, distributing or providing of the services described herein, be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use BOC's services, mistakes, omissions, interruptions, deletion of files or errors, defects, viruses, delays in operation or transmission of information, failure of performance, theft, destruction or unauthorized access to BOC records, programs or services, even if BAC has been advised of the possibility of such losses.

6. **Termination**

- A. Either party may terminate this Memorandum of Agreement for any reason by serving the other party with a fifteen-day (15) written notice of termination.
- B. This agreement shall be immediately terminated upon non-payment of fees.
- C. This agreement shall be immediately terminated upon confirmation of improper use and non-compliance with terms of this agreement.
- D. Upon termination, all software, and if applicable, equipment owned by BOC, must be returned to the BOC within thirty (30) days of termination. Subscriber will be responsible for cost of items not returned.

7. **Entire Agreement**

- A. This agreement contains the entire and complete understanding of the parties and supersedes any/all other agreements, oral or written, with respect to the terms under this agreement.
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- b. Unedited text data retrieved from the Bureau of Conveyances Information System (BCIS).

RECITALS

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WHEREAS, the information contained in the records are used for research purposes; and

WHEREAS, the ability of accessing information serves as an alternative to an actual visit to the BOC; and

WHEREAS, this process will benefit the Subscriber and the BOC; and

WHEREAS, it is the desire of the parties to have a clear and defined understanding of the conditions for access.

NOW, THEREFORE, the parties hereto agree as follows:

In general, it is understood that:

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- a. **Subscriber** refers to anyone who pays the required fee and acknowledges and agrees to the terms of this agreement.
- b. Participation in the electronic Text Data Transfer program is voluntary.
- c. No warranty is expressed in the text data provided by the **BOC**.

1. **Terms**

This Memorandum of Agreement shall become effective upon the signature of parties and shall remain in effect until terminated by either party in accordance with this Memorandum.

2. **Eligibility**

As defined under Subscriber.

3. **Fees**

1. **Set Up Costs:** includes but is not limited to creating appropriate log on and private key for access, issuance of certificate of use, issuance of appropriate licenses, preparation and delivery of client software and directions for implementation and use.
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A. **Bureau of Conveyances**

1. Provide transmission of text data via secure FTP using USA standard encryption and PKI (Private Key Infrastructure).
2. The BOC will provide the software and instructions needed to connect to BOC and access text data.
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4. No software modifications to the Text Data FTP program are allowed, except by the BOC.
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2. Subscriber understands text data is unedited and subject to change by the BOC.
3. Subscriber may not modify, alter or duplicate software provided by BOC for access. Subscriber shall be required to purchase certificates and licenses as required by their operational needs.
4. Subscriber understands information ^{is} for their internal use and ^{is} not to be duplicated for commercial use ^{of bulk sale}.
5. Required equipment, i.e., computer, monitor, internet connection and other applicable equipment required for retrieval will be provided by the subscriber.
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8. Subscriber may not use the system or services, or any information contained therein, in any way that violates federal, state, local or international law or the rights of others. This prohibits, but is not limited to any actions of Subscriber which are threatening, obscene or defamatory, or which violates rights of privacy and publicity.

Subscriber understands information may not be duplicated for commercial use by bulk sale

400013

9. Subscriber must identify a contact person responsible for implementing, maintaining and trouble-shooting this program.

5. Liability

- A. BOC offers no warranty on the accuracy or integrity of the information and will not incur any liability for the electronically transmitted information and use by the Subscriber.
- B. BOC will not incur any liability for any breach of security, fraud or deceit as a result of electronic transmission. Safeguards provided by the BOC system is not a warranty against any illicit or illegal attempts to intercept data.
- C. Under no circumstances shall BOC or anyone else involved in the administering, distributing or providing of the services described herein, be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use BOC's services, mistakes, omissions, interruptions, deletion of files or errors, defects, viruses, delays in operation or transmission of information, failure of performance, theft, destruction or unauthorized access to BOC records, programs or services, even if BAC has been advised of the possibility of such losses.

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**Bureau of Conveyances
Attn: Registrar
Kalanimoku Building, Room 120
P. O. Box 2867
Honolulu, Hawaii 96803**

Company: _____

Address: _____

By: _____

Date: _____

Title: _____

**Carl T. Watanabe, Registrar
Bureau of Conveyances**

Date: _____

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