

INTERNET ACCESS AGREEMENT  
WITH BROWN COUNTY REGISTER OF DEEDS

THIS INTERNET ACCESS AGREEMENT ("Agreement") is being made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Brown, a body corporate organized and existing per Wis. Stats., Ch. 59 (hereinafter, "COUNTY"), and \_\_\_\_\_ a \_\_\_\_\_ doing business in Brown County (hereinafter, "PURCHASER"). Hereinafter, COUNTY and PURCHASER may be collectively referred to as the "Parties" or "Party".

WITNESSETH:

WHEREAS, COUNTY, whose principal place of business is located at 305 E. Walnut St. in Green Bay, WI 54301, (P.O. Box 23600, Green Bay, WI 54305-3600), maintains a Register of Deeds ("ROD") Office (hereinafter, "Office") consistent with Section 59.20 of the Wisconsin Statutes; and

WHEREAS, per Wis. Stats., § 59.43(2)(c), the ROD is authorized to enter into Internet access contracts that provide individuals and private companies with access to the documents pertaining to real property that are recorded in the Office ("Real Property Index"); and

WHEREAS, PURCHASER, desiring to obtain Internet access to such Real Property Index at a price sufficient to permit COUNTY to recover its costs of labor and material, as well as a reasonable allowance for depreciation of plant and equipment, now enters into this Agreement for purposes thereof.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each Party for itself, COUNTY and PURCHASER do agree as follows:

1. The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate as of the thirty-first day of December 31, 2022, ("Initial Term") unless sooner agreed to by the Parties in accordance herewith. Either Party may cancel this Agreement at any time during the Initial Term or any Renewal Term hereof and for any reason or for no reason, by providing Notice, as defined in Section 10 of this Agreement, to the other Party sixty (60) calendar days in advance thereof. Cancellation shall not relieve a Party of its obligations incurred prior to the effective date of the cancellation. Unless canceled by either Party as provided herein, this Agreement shall be automatically renewed upon like terms, except as otherwise noted herein or in the LICENSE attached hereto and incorporated herein by reference, for successive calendar year periods ("Renewal Term(s)"), the first such Renewal Term being that for calendar year \_\_\_\_\_ .

2. ROD agrees to furnish to PURCHASER Internet access to the Real Property Index maintained in her Office. The obligation to provide such access is subject at all times to the obligation of the ROD, as determined in her sole discretion, to fulfill her Office's statutory duties, and COUNTY's obligations and PURCHASER's rights under this Agreement are secondary to the statutory duties of the ROD.

3. PURCHASER understands and acknowledges that the Real Property Index is a working copy subject to error, omission and future modification, and thus, shall not be construed as true or complete. PURCHASER further understands and acknowledges that COUNTY is in no way a guarantor or warrantor of the accuracy or completeness of the information set forth in the Real Property Index, and COUNTY specifically disclaiming any liability therefor. PURCHASER shall receive notice via email of any known computer problems that may affect access to the Real Property Index.

4. In exchange for being provided access to the Real Property Index, PURCHASER agrees to: (1) pay an advance fee to the ROD in an amount equal to two months of the rate plan ("Plan") selected on the addendum attached hereto and incorporated herein by reference ("Addendum") for said access; and (2) thereafter, pay monthly fees in accordance with the following: (a) that, provided receipt of the aforementioned advance fee, at the end of the first month ROD will bill PURCHASER monthly for fees due under paragraph 5 for third month. Payment by PURCHASER is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being terminated until payment is received in full.

5. PURCHASER may select a different Plan from the Addendum before the 10<sup>th</sup> day of each month. If PURCHASER elects to change said Plan, the new rate will become effective the first day of the following calendar month. Plans will not be prorated within the monthly cycle - any portion of a month will be billed at the rate of a full month. If such change in Plan occurs within the first two months of the Term, PURCHASER must pay the increase in fee in advance. After the first year of the Initial Term, COUNTY may change the fees upon sixty (60) days advance Notice to PURCHASER.

6. This Agreement shall not be construed to impose any penalty, obligation, liability or loss on ROD or COUNTY for their failure to transmit a copy of any particular document from the Real Property Index and PURCHASER shall indemnify, defend and hold harmless ROD, COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which PURCHASER, its officers, employees, agencies, boards, commissions and representatives or any third parties who have relied upon such transmittals may sustain, incur or be required to pay by reason of ROD or COUNTY failing to transmit a copy of any document from the Real Property Index under this Agreement.

7. PURCHASER shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of COUNTY. This Agreement shall not be construed to either authorize or prevent PURCHASER from making duplicates or copies of any material received pursuant to this Agreement and any such copies or duplicates so made by PURCHASER shall be at PURCHASER'S risk and expense and EXCLUSIVELY for PURCHASER'S sole use. PURCHASER may not wholesale or retail copies of any materials received, nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

8. If during the Initial Term or any Renewal Term of this Agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds to carry out COUNTY'S obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to PURCHASER.

9. It is expressly understood and agreed by the Parties that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of the Brown County Circuit Court for such lawsuits.

10. Notices, bills, payments, invoices and reports (collectively, "Notice") required by this Agreement shall be in writing and deemed delivered as of the date of postmark if sent via first class mail, postage prepaid. It shall be the duty of a Party changing its address to give Notice to the other Party within a reasonable time.

11. In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PURCHASER and the acceptance of any such payment by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

12. PURCHASER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, Limited Liability Company or other impersonal entity, that the name and address of PURCHASER's registered agent is \_\_\_\_\_ . If a corporation, Limited Liability Company or other impersonal entity, PURCHASER shall immediately give Notice to COUNTY of any change in its registered agent, his or her address, or PURCHASER'S legal status.

13. The entire Agreement of the Parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, COUNTY and PURCHASER, each by their authorized agents, have executed this Agreement as of the day and date by which all Parties hereto have affixed their respective signatures.

FOR PURCHASER:

Date Signed: \_\_\_\_\_

Signature

Contact Person

Email Address for Contact Person

\_\_\_\_\_  
Phone Number

FOR BROWN COUNTY

Date Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Troy Streckenbach', is written over a horizontal line. The signature is stylized and cursive.

Troy Streckenbach, County Executive

As to form:

\_\_\_\_\_

Cheryl Berken, Register of Deeds

**INTERNET ACCESS FEES FOR  
BROWN COUNTY REGISTER OF DEEDS  
PER-MINUTE PLAN CHARGES**

<b>PLAN*</b>	<b>COUNTY CHARGE TO USER</b>	<b>OVERAGE CHARGE**</b>
Minutes per month		
A. 0-250	\$125/month	\$.25 per minute
B. 251-500	\$175/month	\$.23 per minute
C. 501-1000	\$225/month	\$.18 per minute
D. 1001-2000	\$350/month	\$.15 per minute
E. Unlimited	\$500/month	\$.00

**ALL PLANS ARE SUBJECT TO AN IMAGE MAINTENANCE FEE OF \$.50 PER PRINTED PAGE**

\*Plans may be changed before the 10th day of the month. If changing minute plan the new rate will take place the first day of the following month.

\*\*Per minute charge for each minute over the plan that was originally selected  
(This charge will be waived for first month to allow practice time for new subscribers)

\*\*\*Plans do not include Abstract Books. Abstract Books may be purchased as an add-on for a one-time fee of \$3,200.00. A six month payment plan is available.

I choose Plan \_\_\_\_\_ Select A B C D E

Date \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

Mail or bring to:  
Cheryl Berken, Brown County Register of Deeds  
305 E. Walnut Street, Room 260  
P.O. Box 23600  
Green Bay, WI 54305-3600

## Laredo End User License Agreement

BY DOWNLOADING AND/OR USING ANY FIDLAR SOFTWARE, FIDLAR WEB SERVICES, FIDLAR INTERNET COMMUNICATION PROTOCOLS AND COMMANDS AND/OR APPLICATIONS (COLLECTIVELY, "SOFTWARE") PROVIDED TO YOU BY OR ON BEHALF OF FIDLAR TECHNOLOGIES AND ITS AFFILIATED ENTITIES ( "FIDLAR") IN CONNECTION WITH YOUR USE OF THE LAREDO SOFTWARE, PURCHASER (HEREINAFTER, INTERCHANGEABLY REFERRED TO AS "YOU", "YOUR" OR "PURCHASER") ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ THIS END USER LICENSE AGREEMENT ("LICENSE"), WHICH IS BEING ATTACHED TO THE AGREEMENT AND INCORPORATED THEREIN BY REFERENCE; (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY THE TERMS OF THIS LICENSE; AND (4) YOU MAY RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE FOREGOING, YOU AGREE THAT YOU DO NOT HAVE A LICENSE TO, AND YOU WILL NOT USE THE SOFTWARE.

The rights granted under the terms of this LICENSE include any SOFTWARE upgrades that replace and/or supplement the original SOFTWARE.

**Grant of Limited License.** FIDLAR grants YOU a non-exclusive, limited, and nontransferable LICENSE, subject to and conditioned on YOUR compliance with the restrictions set forth in this LICENSE, to install and use the SOFTWARE, in object code form only, as it is intended to be used under the Agreement, provided to PURCHASER by or on behalf of FIDLAR in connection with YOUR use of the SOFTWARE.

FIDLAR reserves the right, from time to time, with or without notice to PURCHASER, to change the terms of this LICENSE in its sole and absolute discretion. A change in terms hereunder shall in no way constitute a breach of the Agreement by COUNTY and COUNTY disclaims any and all liability arising therefrom. The most current version of this LICENSE will supersede all previous versions. PURCHASER'S use of the SOFTWARE after changes are made means that PURCHASER agrees to be bound by such changes. As such, PURCHASER should review the LICENSE periodically.

FIDLAR hereby grants PURCHASER the rights to a nonexclusive and nontransferable license for the possession and use of FIDLAR's Laredo Software. PURCHASER agrees not to copy the SOFTWARE covered by this LICENSE in any manner except in normal backup procedures. The use of any portion of the SOFTWARE for any purpose shall be for PURCHASER'S use only and shall remain subject to all terms and conditions of this LICENSE. In the event this LICENSE is terminated, whether through cancellation of the Agreement or otherwise, access to the SOFTWARE will be completely removed.

PURCHASER agrees not to sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any SOFTWARE, whether or not later modified by either party, developed pursuant of this Agreement and/or LICENSE.

PURCHASER agrees not to access any COUNTY information or data except by means of the Laredo user interface. PURCHASER further agrees not to utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers; to replicate in ANY way FIDLAR communication protocols; or to attempt to identify IP addresses, locations, or commands of FIDLAR web services, or any software or process designed to circumvent the human being use of the provided SOFTWARE user interface. FIDLAR reserves the right to detect such activity and to immediately terminate this LICENSE in any and all COUNTY locations believed to be associated with the PURCHASER'S user ID activity.

PURCHASER understands that FIDLAR has activity monitors in place to detect unauthorized use of SOFTWARE. PURCHASER further understands that COUNTY does not make any representations regarding the legitimacy of said detection activities and disclaims any and all liability arising therefrom.

PURCHASER agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, web services, internet communication protocols and commands, ideas and/or formula utilized or developed or provided by FIDLAR in connection with PURCHASER'S implementation or use of the SOFTWARE are and shall remain the sole property of FIDLAR.

The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. COUNTY makes no warranties with respect to the SOFTWARE or PURCHASER'S use thereof, except as specifically provided in the Agreement. There are no warranties which extend beyond the description on the face hereof.

The LICENSE granted under this Agreement, with regard to the SOFTWARE, may be terminated by FIDLAR.

PURCHASER'S exclusive remedy against FIDLAR and/or COUNTY for any breach of warranty under this LICENSE is termination of the Agreement. PURCHASER will not be entitled to any direct, incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR or COUNTY (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR, COUNTY or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

PURCHASER agrees by accepting this LICENSE or utilizing the SOFTWARE to enter into this Agreement to Arbitrate. PURCHASER and FIDLAR agree to settle by binding arbitration any dispute between them regarding the use of SOFTWARE and any related issue between FIDLAR and PURCHASER, disputes between COUNTY and PURCHASER to be

handled in accordance with Section 8 of the Agreement. PURCHASER understands that PURCHASER'S exclusive remedy is outlined elsewhere in this LICENSE. To initiate arbitration either party must notify the other in writing. The arbitrator(s) shall be attorneys or retired judges and shall be selected and the arbitration proceedings shall occur in accordance with the arbitration rules outlined by the American Arbitration Association (1-800-778-7879).

PURCHASER agrees that this LICENSE does not provide for, nor guarantee, access to any of COUNTY'S information. Access must be granted to PURCHASER by the desired COUNTY authority pursuant to the Agreement.

Neither FIDLAR nor COUNTY represent or endorse the accuracy or reliability of any of the information or content contained on, distributed through, or accessed from any of the services contained in the SOFTWARE. FIDLAR reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the SOFTWARE.

Neither FIDLAR nor COUNTY is responsible for the accuracy, copyright compliance, legality or decency of material contained in or accessed with the SOFTWARE. Assessing accuracy and reliability of information is the responsibility of PURCHASER.

Neither FIDLAR nor COUNTY shall be liable for errors contained herein or for any damages in connection with the use of the information contained herein.

**General Indemnity by FIDLAR.** FIDLAR will indemnify and hold COUNTY harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may be accrue against COUNTY to the extent it is caused by the negligence of FIDLAR, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if COUNTY gives FIDLAR prompt notice of any claim or suit. COUNTY will cooperate with FIDLAR in its defense or settlement of the claim or suit. This section sets forth the full extent of FIDLAR'S general indemnification of COUNTY from liabilities that are in any way related to FIDLAR'S performance under this Agreement.

**General Indemnity by COUNTY.** COUNTY will indemnify and hold FIDLAR harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may be accrue against FIDLAR to the extent it is caused by the negligence of COUNTY, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if FIDLAR gives COUNTY prompt notice of any claim or suit. FIDLAR will cooperate with COUNTY in its defense or settlement of the claim or suit. This section sets forth the full extent of COUNTY'S general indemnification of FIDLAR from liabilities that are in any way related to COUNTY'S performance under this Agreement.