

## Subscriber Information

Name\_\_\_\_\_

Title\_\_\_\_\_

Name of Company\_\_\_\_\_

Street Address\_\_\_\_\_

City, State, Zip Code\_\_\_\_\_

Phone\_\_\_\_\_

Email Address\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

### Whiteside County Laredo Pricing Scale

#### Per-Minute Plan Charges

#### County Charge to Subscriber

A. 0-250 minutes

\$ 50/mo and 0.20 per min overage\*

B. 251-1000 minutes

\$100/mo and 0.15 per min overage\*

C. 1001-3000 minutes

\$200/mo and 0.12 per min overage\*

D. Unlimited

\$250/mo

\* Per minute charge for each minute over the signed-up

\*\* \$.25 for each printed copy

Plan A\_\_\_B\_\_\_C\_\_\_D\_\_\_ \*Please check one\*

Username\_\_\_\_\_

Password\_\_\_\_\_

FIDLAR TECHNOLOGIES LAREDO END USER AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and \_\_\_\_\_, (the "CLIENT") using Laredo userid(s) \_\_\_\_\_ in the County of \_\_\_\_\_.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.

CLIENT agrees that this license does not provide for, nor guarantee, access to any county's information. Access must be granted to the CLIENT by the desired county authority.

FIDLAR hereby grants CLIENT the rights to a nonexclusive, perpetual, and nontransferable license for the possession and use of FIDLAR's Laredo Software. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.

CLIENT agrees that it will not 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, without the express written consent 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. 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 for material failure of CLIENT to Comply with terms and conditions of this Agreement.

CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is termination of this agreement. CLIENT 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 any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR 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.

It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

LAREDO END USER

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Return signed license to:

Whiteside County Recorder  
200 E. Knox Street  
Morrison, IL 61270