

Subscriber Information

Individual Name _____
Title _____
Company Name _____
Street Address _____
City, State, Zip _____
Phone _____
Email Address _____
FAX # _____
Signature _____
Date _____

Effective February 1, 2020

Whiteside County Laredo Pricing Schedule

| <u>Per-Minute Plan Charges</u> | <u>County Charge to Subscriber</u> |
|--------------------------------|------------------------------------|
| Plan 1. 0-250 minutes | \$75/mo and 0.50 min overage* |
| Plan 2. 251-500 minutes | \$125/mo and 0.50 min overage* |
| Plan 3. 501-1000 minutes | \$200/mo and 0.40 min overage* |
| Plan 4. 1001-2000 minutes | \$300/mo and 0.30 min overage* |
| Plan 5. unlimited minutes | \$400/mo |

*Per minute charge for each minute over the signed-up Plan.

Print fees are \$0.25 per page printed.

Please select a Plan. 1 _____, 2 _____, 3 _____, 4 _____, 5 _____

Username _____ (not case sensitive)

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 damage 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

Return signed license to:

Date: _____

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

By: _____

Name: _____

Title: _____

Address: _____

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, YOU ("CLIENT") ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS END USER LICENSE AGREEMENT ("LICENSE"); (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, provided to CLIENT 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 CLIENT, to change the terms of this LICENSE in our sole and absolute discretion . The most current version of this LICENSE will supersede all previous versions . CLIENT'S use of the SOFTWARE after changes are made means that CLIENT agrees to be bound by such changes . As such, CLIENT should review the LICENSE periodically .

FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of FIDLAR's Laredo Software . CLIENT 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 CLIENT use only and shall remain subject to all terms and conditions of this LICENSE . 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.

CLIENT agrees that it will not access any COUNTY information or data normally available from the Laredo system except by means of the Laredo client user interface unless that access is achieved without using any part of the Fidar solution, including Fidar owned or managed web services, Fidar internet protocols of all flavors, and Fidar or Fidar client databases . CLIENT agrees that it will not utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, replicate in ANY way FIDLAR communication protocols, 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 CLIENT userID activity .

CLIENT understands that FIDLAR has activity monitors in place to detect unauthorized use of SOFTWARE.

CLIENT 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 CLIENT's implementation or use of the SOFTWARE are and shall remain the sole property of FIDLAR.

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CLIENT agrees by accepting this LICENSE or utilizing the SOFTWARE to enter into this Agreement to Arbitrate . CLIENT and FIDLAR agree to settle by binding arbitration any dispute between them regarding the use of SOFTWARE and any related issue. CLIENT understands that CLIENT '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).

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FIDLAR and the COUNTY that provides the information does not 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 reserve 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 .

FIDLAR and the COUNTY that provides the information is not 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 the user .

FIDLAR and the COUNTY that provides the information shall not be liable for errors contained herein or for any damages in connection with the use of the information contained herein .