

COUNTY OF MILWAUKEE
Inter-Office Communication

Date: 10/24/2022

To: Supervisor Marcelia Nicholson, Chairwoman, Milwaukee County Board of Supervisors

From: Israel Ramon, Milwaukee County Register of Deeds

Subject: The Register of Deeds requests authorization to execute a five-year land record/cashiering contract.

File Type: Review Contract

REQUEST

The Register of Deeds, Director and Chief Information Officer, Information Management Services Division, and Department of Administrative Services (DAS-IMSD) respectfully request authorization to enter into a five-year land records and cashiering contract (with four one-year extensions with Fidlar Technologies, Inc., that will replace the previous month-to-month agreements entered into with Fidlar Technologies, Inc., beginning December 30th, 2021.

POLICY

It is the mission of the Milwaukee County Register of Deeds to provide the public with timely, secure, accurate, archival accessible, and cost-effective record systems and services that are delivered in a prompt and courteous manner. The Register of Deeds files, records, and issues instruments and documents affecting real property in Milwaukee County as directed by Wis. Stat., Sec. 59.43. It also issues vital records to the public and other governmental agencies pursuant to Wis. Stat., 69.20 through 69.30.

BACKGROUND

On 02/19/2021 the Milwaukee County Comptroller, Audit Services Division issued a report entitled, "Former ROD's Willful Disregard for County Policies and Procedures and Cooperative Vendors Facilitated Development of a 'Pot of Gold' for Improper Use of County Funds." That report recommended in part, that the Register of Deeds issue a Request For Proposal (hereinafter RFP) for services which had been previously provided by Fidlar Technologies, Inc., at the County. The Register of Deeds worked with the Procurement Division, Department of Administrative Services to formulate technology criteria and requirements for the RFP which would meet the statutory and ordinance mandates for recording and archiving Milwaukee County land records.

The Register of Deeds assigned staff and supervisory personnel to work with the Procurement Division to formulate specific software needs related to land records management and cashiering functions. The Procurement Division issued an RFP on or about 08/31/2021. Working with Procurement, the Register of Deeds then assigned staff to form an evaluation committee. Committee members consisted of key personnel from the ROD Office, IMSD and the Land Information Office. The evaluation team followed procurement protocol. A successful candidate was selected from the evaluation committee and a Notice of Intent to Award was issued on 03/10/2022 to Fidlar Technologies, Inc.

After the protest period expired, the Register of Deeds and IMSD Contract Manager entered into negotiations with Fidlar Technologies, Inc. These negotiations resulted in mutually acceptable terms for a five-year contract with four one-year contract extensions.

Overall, this new land records and cashiering contract provides Milwaukee County with an excellent pricing model, the benefits of software assurance (upgrades and updates), and the ability to seamlessly integrate with existing County-wide software and cloud services under one contract. Milwaukee County is licensing the following software products under this contract:

- AVID Lifecycle
- Laredo
- Laredo Anywhere
- Tapestry
- Monarch
- Anchor
- Property Fraud Alert
- SWIFT
- Official Records Online
- Honors Rewards

ALIGNMENT TO STRATEGIC PLAN

Fidlar Technologies, Inc., is a significant partner of the Register of Deeds Office and its technical operations. All Milwaukee County Register of Deeds staff utilize Fidlar Technologies, Inc. software to perform daily work and ultimately to support the constituents of Milwaukee County and its equity initiatives and other County strategies.

FISCAL EFFECT

Fidlar Technologies, Inc. software is used and budgeted for every year to support the technical operations of the Milwaukee County Register of Deeds Office. DAS-IMSD has a line item in its budget every year to cover the costs of land records and cashiering software services.

Previously, the cost to Milwaukee County for land records and cashiering software services was \$108,445.00 per year. The cost of the five-year contract is \$542,225.00. Following negotiations with Fidlar Technologies Inc., Milwaukee County will realize a \$30,000.00 per year or \$7,500.00 per quarter customer loyalty discount for a total discount of \$150,000.00 over the five-year term of the contract, for an overall cost to Milwaukee County of \$392,225.00:

Contract Term	Quarterly Cost	Discount	Net Cost to County
January 1, 2023 (Year 1)	\$27,111.25	(\$7,500.00)	\$19,611.25
April 1, 2023	\$27,111.25	(\$7,500.00)	\$19,611.25
July 1, 2023	\$27,111.25	(\$7,500.00)	\$19,611.25
October 1, 2023	\$27,111.25	(\$7,500.00)	\$19,611.25
January 1, 2024 (Year 2)	\$27,111.25	(\$7,500.00)	\$19,611.25
April 1, 2024	\$27,111.25	(\$7,500.00)	\$19,611.25
July 1, 2024	\$27,111.25	(\$7,500.00)	\$19,611.25
October 1, 2024	\$27,111.25	(\$7,500.00)	\$19,611.25
January 1, 2025 (Year 3)	\$27,111.25	(\$7,500.00)	\$19,611.25
April 1, 2025	\$27,111.25	(\$7,500.00)	\$19,611.25
July 1, 2025	\$27,111.25	(\$7,500.00)	\$19,611.25
October 1, 2025	\$27,111.25	(\$7,500.00)	\$19,611.25
January 1, 2026 (Year 4)	\$27,111.25	(\$7,500.00)	\$19,611.25
April 1, 2026	\$27,111.25	(\$7,500.00)	\$19,611.25
July 1, 2026	\$27,111.25	(\$7,500.00)	\$19,611.25
October 1, 2026	\$27,111.25	(\$7,500.00)	\$19,611.25
January 1, 2027 (Year 5)	\$27,111.25	(\$7,500.00)	\$19,611.25
April 1, 2027	\$27,111.25	(\$7,500.00)	\$19,611.25
July 1, 2027	\$27,111.25	(\$7,500.00)	\$19,611.25
October 1, 2027	\$27,111.25	(\$7,500.00)	\$19,611.25
TOTAL:	\$542,225.00	(\$150,000.00)	\$392,225.00

Revenues under the land records and cashiering contract are derived from the following sources: Monarch, Tapestry, Laredo and Official Records Online (ORO). The projected revenues for the five-year term of the contract are:

Contract Revenues	Monarch	Tapestry	Laredo	ORO
January 1, 2023 (Year 1)	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
April 1, 2023	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
July 1, 2023	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
October 1, 2023	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
January 1, 2024 (Year 2)	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00

April 1, 2024	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
July 1, 2024	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
October 1, 2024	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
January 1, 2025 (Year 3)	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
April 1, 2025	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
July 1, 2025	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
October 1, 2025	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
January 1, 2026 (Year 4)	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
April 1, 2026	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
July 1, 2026	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
October 1, 2026	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
January 1, 2027 (Year 5)	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
April 1, 2027	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
July 1, 2027	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
October 1, 2027	\$66,902.50	\$36,974.00	\$89,795.00	\$2,000.00
TOTAL:	\$1,338,050.00	\$739,480.00	\$1,795,900.00	\$40,000.00

The overall cost of the land records and cashiering five-year contract to Milwaukee County will be \$392,225.00 after the application of the contract discount. Projected net revenues will be approximately \$3,873,430.00. The approximate net revenues to Milwaukee County are estimated at \$3,481,205.00.

Moreover, Fidlar Technologies, Inc. will guarantee to Milwaukee County a minimum annual remote access revenue stream of at least \$650,000.00 for revenue generating services.

TERMS

The term of the proposed land records/cashiering software and licensing Agreement will begin January 1, 2023 and will terminate on December 31st, 2027.

PREPARED BY:

Israel Ramon, Milwaukee County Register of Deeds

ATTACHMENTS:

1. Master Service Agreement
2. Statements of Work Agreements 1 through 3.
3. Bulk Real Estate Image/Data Sales Agreement.

Respectfully submitted,

Israel Ramón

Israel Ramón

Milwaukee County Register of Deeds

Signed by means of electronic communication

CC: David Crowley, Milwaukee County Executive
Supervisor Liz Sumner, Chairperson Committee on Finance
Supervisor Sequanna Taylor, Vice-Chairperson, Committee on Finance
Larry Eckert, Chief Deputy Register of Deeds
Teresa Sarnowski, Deputy Register of deeds
Steven Kroll, Deputy Register of Deeds
Mary Jo Meyers, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Janelle M. Jensen, Legislative Services Division, Office of the County Clerk
Aaron Herzberg, Director of Administrative Services
Margaret Daun, Corporation Counsel
Scott B. Manske, Comptroller
Joseph Lamers, Director of Performance, Strategy & Budget
Amy McKinney, Sr. Budget and Management Analyst
Regina Flores, Director Procurement Division
Elena LaMendola, Financial Manager, Central Business Office
Steve Cady, Director of Research & Policy, Office of the Comptroller
Shanin Brown, Committee Coordinator, Office of the County Clerk

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is entered into between Fidlar Technologies, a corporation, having its principal place of business at 350 Research Parkway, Davenport, Iowa (“Fidlar”) and Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Register of Deeds, 901 North 9th Street, Milwaukee, Wisconsin 53233 (“County”) (collectively, the “Parties,” or individually, a “Party”) and is effective as of January 1, 2023 (the “Agreement Effective Date”).

This Agreement consists of: (a) this Master Services Agreement including any attachments hereto; (b) any written Statement of Work (“SOW”) that may be executed by the Parties from time to time setting forth additional terms related to specific Fidlar services; and (c) any and all written amendments executed by the Parties under this Agreement, all of which are incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Termination of Prior Agreements. Upon the execution of this Agreement by the Parties, any prior agreements between the Parties involving the subject matter hereof shall be deemed to be terminated and rendered void and be of no further force and effect. This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between them. There are no conditions, understanding, agreements, representations, or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the authorized representatives of the Parties. Notwithstanding the foregoing, nothing herein shall act as or be deemed a waiver of any claim, right or cause of action either Party may have under any prior or contemporaneous agreements between the Parties.

2. Agreement Structure and Order of Precedence.

2.1 Agreement Structure. Each SOW executed by the Parties under this Agreement shall be subject to the terms and conditions set forth herein as well as any additional terms and conditions set forth in any Addendum, Amendment or other document(s) incorporated by reference to the Agreement which shall be applicable to such SOW. Each SOW shall specifically reference this Agreement and any applicable Addendum and/or Amendment, to which such SOW is subject, if any, and shall set forth the specific Services (as defined in each SOW), delivery methods, fees, Deliverables (as defined in each SOW) and any other terms applicable to the Services provided under such SOW. When fully executed, each SOW shall be incorporated into, and shall form a part of this Agreement. The provision of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of the Agreement, any Addendum and/or Amendment and the applicable SOW, the terms and conditions of the SOW shall control.

2.2 Order of Precedence. The Agreement portfolio consists of the following documents, listed in order of precedence to be followed in resolving any inconsistencies between the terms of the Master Agreement and the terms of any SOW, amendment, or other documents incorporated into the Agreement by reference:

2.2.1 Exhibit 1 - COVID-19 Response Preparedness Plan Checklist

2.2.2 Exhibit 2 – Milwaukee County Administrative Directive on Acceptable Use

- 2.2.3 Exhibit 3 – Milwaukee County Administrative Directive on Remote Network Access
- 2.2.4 Master Services Agreement
- 2.2.5 Statement of Work 1 (AVID LifeCycle)
- 2.2.6 Statement of Work 2 (Laredo, Tapestry and ORO)
- 2.2.7 Statement of Work 3 (Monarch Data Distribution) and Exhibit SOW 3.1
- 2.2.8 Request for Proposal #98210022 Land Records System

3. **Definitions.** As used in this Agreement, the following terms shall have the following definitions:

3.1 “Billable User” means a person who, after purchasing a Laredo subscription, is authorized to access, use, and receive the benefit of the Licensed Products pursuant to this Agreement or the SOW or other attachment(s) that expressly incorporates the terms and conditions of the Agreement.

3.2 “Confidential Information” mean any non-public information of County or Fidler that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that is: (a) is or becomes known to the public without fault or breach of the Recipient; or (b) that Discloser regularly discloses to third parties without restriction on disclosures; or (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligations; or (d) is subject to Wisconsin Public Records Law, Wis. Stats. §19.21, *et seq.* Confidential Information of County includes, without limitation County Data or any information related to County’s operation, finance and/or staff (full-time, part-time, seasonal, retired or contractors) that is shared by or on behalf of County with Fidler during the Terms of this Agreement.

3.3 “County Data” means data and information which is and always will be owned by County and (a) to which Fidler has access in connection with the provision of the Services, (b) processed, prepared, stored, transmitted or generated by or through County, (c) text, pictures, sound, graphics, video and other data provided by or on behalf of County or its End Users, (d) about or relating to End Users, and (e) reports describing the utilization and operation of County.

3.4 “Discloser” means the party providing Confidential Information to Recipient.

3.5 “Documentation” mean all user/operation manuals and other material or information describing the Product, as herein defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Licensed Products, including all physical media upon which the materials or information are provided.

3.6 “Enterprise License” means a license grant that allows any and all County User(s) to access and use the Licensed Products, without limitation as to the number of County Users who may concurrently access and use the software. An Enterprise License shall grant access and use to an unlimited number of simultaneous users, with no limitation on the number of copies that may be made by County of the software for such unlimited access and use of the software without limitation as to the number of computers and/or CUPs and/or virtual environments and/or instances upon which the software is installed.

3.7 “Licensed Products” mean the software licenses together with the related user documentation, as identified in a SOW and/or any other attachment(s) that expressly incorporate the terms and conditions of this Agreement.

3.8 “Operating System” means software that controls the execution of application programs; an Operating System may provide services such as resource allocation, scheduling, input/output control and data management.

3.9 “Recipient” means the party receiving the Confidential Information of the Discloser.

3.10 “Services” means the provision of Licensed Products and other services to be performed by Fidlar as described in the Agreement, SOW or other attachment(s) that expressly incorporates the terms and conditions of the Agreement. The Services include any corrections, bug fixes, updates, or other modifications to the Licensed Products.

3.11 “Use” means loading, running, transacting, installing, initializing, and executing.

3.12 “User” means a person who is authorized to access, use, and receive the benefit of the Licensed Products pursuant to this Agreement or the SOW or other attachment(s) that expressly incorporates the terms and conditions of the Agreement.

4. Term and Right of Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2027 (“Initial Term”), unless terminated earlier in accordance with this section. County shall have the option to extend the term of this Agreement for up to four (4) one (1) year renewal terms (each, a “Renewal Term”). Such option(s) shall run consecutive to the Initial Term and the option to renew shall be exercised by the County by written notice to Fidlar at least fifteen (15) days prior to the then-current Term expiration date.

4.1.1 The Initial Term and any Renewal Terms of this Agreement referenced above are jointly referred to herein as the “Term” of this Agreement.

4.2 County’s Right of Termination. If Fidlar fails to fulfill its obligations under the Agreement in a timely or proper manner, or violates any of its provisions, or for any reason, County shall have the right to terminate the Agreement by giving thirty (30) days’ written notice of termination, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice of termination, Fidlar promptly cures the alleged violation prior to the end of the thirty (30) day period. However, this period to cure will not be required to delay termination of this Agreement where the breach involved is one which Fidlar cannot cure within the prescribed cure period or is one which is impossible to cure. In the event of termination, County will only be liable for services rendered through the date of termination.

4.3 Termination for Convenience. County may terminate this Agreement for its convenience by giving Fidlar thirty (30) days’ prior written notice. In the event of termination for convenience, the County will only be liable for services rendered and accepted through the effective date of termination.

4.4 Termination Due to Insolvency. County may terminate the Agreement, immediately upon: (a) termination or suspension of Fidlar’s business; (b) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within thirty (30) calendar days of filing; (c) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the Fidlar’s assets; or (d) an assignment for benefit of creditors.

4.5 Termination for Insufficient Funds. The Agreement shall terminate at such time that the County fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due. County will immediately notify Fidlar when it becomes aware that funding may not be appropriated. County will use its best efforts to provide Fidlar with at least thirty (30) days written notice prior to terminating the Agreement for lack of sufficient funds. The County's decisions to whether sufficient appropriations and authorizations are available shall be accepted by Fidlar as final. In such an event, Fidlar shall immediately reduce and/or discontinue its activities hereunder as requested by County. The Parties agree that Fidlar will not charge County with any termination fee or penalty for such early termination. The Parties recognize that the continuation of any Agreement is subject to appropriations and budget approval providing such Agreement item as an expenditure in that budget.

5. Effect of Termination

5.1 Migration. Fidlar recognizes that the Services under the Agreement are vital to County operations and must be continued without interruption. If Fidlar terminates the Services, County shall have a reasonable period from the receipt of Fidlar's notice of termination to migrate from the Services to the software of another vendor. During this migration period County may continue to use the Services subject to the terms and conditions of this Agreement as necessary for migration.

5.2 IN NO EVENT SHALL FIDLAR REMOVE, ALTER, CHANGE OR INTERFERE WITH ANY SERVICE FOR PURPOSES OF PREVENTING COUNTY FROM USING SUCH SERVICE, AS THE RESULT OF ANY DISPUTE UNDER THIS AGREEMENT.

5.3 Upon termination of this Agreement, for whatever reason, Fidlar shall stop the processing of Confidential Information or County Data unless instructed otherwise by County, in writing; and these undertakings shall remain in full force and effect until such time as Fidlar no longer possesses Confidential Information or County's Data. Parties shall agree, in writing, as to the deadline for Fidlar to return the Confidential Information or County's Data and to provide verification that the Confidential Information or County Data has been securely removed and/or securely deleted from Fidlar's systems and media.

5.4 Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, County Data, payment, limitation of liability, indemnity, and such other terms which by their nature survive termination, will survive termination of the Agreement.

6. Ownership of Data. All County Data processed and/or data created by use of the Licensed Products and Services is and remains the property of the County and shall in no way become attached to the Services, nor shall Fidlar have any right in or to the County Data.

6.1 The Parties agree that at all times during the Term of this Agreement, the County shall have full access to and the ability to automatically export any or all the County Data from Fidlar, its Services at no cost to the County.

6.2 Upon termination or expiration of the Agreement, Fidlar agrees to, at no additional cost to County, immediately return all County Data in its systems, Licensed Products and/or Service, in a machine-readable format mutually agreed upon by both Parties.

7. Business Continuity and Disaster Recovery. Fidlar shall maintain appropriate contingency plans providing for continued operations in the event of a catastrophic event affecting Fidlar business

operations. Fidlar will furnish a summary of its business continuity policies and practices to County upon request.

8. Security Policies and Safeguards.

8.1 Fidlar shall establish and maintain administrative, technical and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Confidential Information and/or County Data in the possession or under the control of Fidlar or to which Fidlar has access, which are: (a) no less rigorous than those maintained by Fidlar for its own information of a similar nature; (b) no less rigorous than generally accepted industry standard; and, (c) no less rigorous than as required by applicable laws. If applicable for the maintenance and support of system software and data protection, the security procedures and safeguards implemented and maintained by Fidlar shall include, without limitation:

8.1.1 User identification and access controls designed to limit access to County's Data and/or Confidential Information to authorized users.

8.1.2 The use of appropriate procedures and technical controls governing data entering County's network from any external sources.

8.1.3 Periodic employee training regarding the security programs referenced in this section.

8.1.4 Periodic testing of the systems and procedures outlined in this section.

8.1.5 Use of encryption keys shall follow NIST best practices for the management of the cryptographic keying material and; security planning requirements.

8.2 At all times, Fidlar, and any third-party vendors it utilizes to provide the Service, will:

8.2.1 use information security best practices for transmitting County Data, adhering to industry standards.

8.2.2 employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability, and patch management.

9. Disaster Recovery.

9.1 Copies of Licensed Products for Disaster Recovery. County shall have the right to make the necessary number of copies of the Licensed Products and Documentation that it needs for disaster recovery purposes; back-up purposes; archival purposes and to install, execute, use, copy, test and/or display any of the Licensed Programs on Disaster Recovery Computers for (a) the duration of each Disaster and (b) for the purpose of conducting periodic Disaster recovery testing/exercise(s) intended to practice and validate the effectiveness of Disaster recovery plans and/or procedures.

9.2 Copies of Licensed Products and Documentation for Relocation. It is also understood and agreed that County can make the necessary number of copies of the Licensed Products and

Documentation it needs in connection with the transfer, migration, distribution and/or movement of the Software between Hardware that the Software is designed to be installed and/or run on.

10. Payment Terms and Conditions.

10.1 Payment of Fees. County shall pay to Fidler the fees for the Licensed Products and Services (“Fees”) set forth in any attached SOW. Fidler shall provide an electronic invoice to County for all Fees due in the current Term; and, County shall pay Fidler the Fees, in U.S. Dollars, within forty-five (45) days of the date of receipt of the electronic invoice by the County. In the event that County, in good faith, reasonably disputes any portion of an invoice, County shall follow Invoice Dispute procedures set forth in Paragraph 10.4 of this section. If any undisputed Fidler invoice is unpaid and past due for more than sixty (60) days, Fidler may cease performing services until suitable arrangements are made for payment.

10.2 Invoices. All invoices submitted by Fidler shall set forth the following information: (a) the SOW, (b) Fidler’s purchase order number, if applicable; and (c) amount being billed.

10.3 Invoice Delivery Address. All invoices along with the supporting documents, as required in the Agreement, shall be sent by email and postal mail to both of the following addresses:

Milwaukee County
Attn: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

With copies to:

Israel Ramon
Register of Deeds for Milwaukee County
901 N. 9th Street, Room 103
Milwaukee, WI 53233
Israel.Ramon@milwaukeecountywi.gov

Teresa Sarnowski
Coordinator, Register of Deeds
901 N. 9th Street, Room 103
Milwaukee, WI 53233
Teresa.Sarnowski@milwaukeecountywi.gov

Milwaukee County DAS-IMSD
Attn: IMSD Invoices
633 W. Wisconsin Avenue, STE 1100
Milwaukee, WI 53203
IMSDinvoices@milwaukeecountywi.gov

10.4 Invoice Disputes. If County has a dispute with an invoice, County shall notify Fidler of any disputed fees within forty-five (45) days of the invoice receipt date. Promptly after the written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoice.

Such designated representatives should resolve the dispute within five (5) business days after the initial request, and if not resolved within five (5) business days either Party may request that this is re-evaluated by Fidler management and management of the County. Fidler and County management shall meet either in person or by telephone to resolve the dispute in good faith within fifteen (15) days after the request to ensure that the invoice is paid promptly.

10.5 Taxes. County is exempt from state and local taxes. Any invoices submitted by Fidler should be without such taxes. Fidler shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of services or delivery of Fidler Licensed Products and Services hereunder, or which arise as a result of fees paid hereunder. County will provide Fidler with a valid tax exemption certificate upon written request.

10.6 Payment Does Not Imply Acceptance or Waiver of Rights. The making of any payment by County, or receipt thereof by Fidler, shall not imply waiver of any representations or warranties or requirements of the SOW or the Agreement.

11. Choice of Law; Arbitration and Regulation.

11.1 Governing Law. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without application of any conflict laws provisions thereof. The United Nations Convention on the International Sales of Goods (CISG) shall not apply to the interpretation or enforcement of the Agreement. All legal actions hereunder shall be brought in the State of Wisconsin; and the exclusive forum and venue for such disputes shall be Milwaukee County Circuit Court located in Milwaukee, Wisconsin. Each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum.

11.2 Arbitration. In the event that the Parties are unable to resolve differences that may arise relating to the Agreement, all disputes arising from the Agreement shall be resolved through the Milwaukee County Circuit Court, unless both Parties agree to binding arbitration, which shall take place in Milwaukee, Wisconsin. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both Parties agree to submit disputes to a single arbitrator acceptable to both Parties. The arbitrator will be selected from a list compiled by the Parties' respective legal counsel. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least fifteen (15) years specializing in the field of general commercial litigation and is knowledgeable about software licensing contracts. The arbitrator shall base its award on applicable law and judicial precedent and unless both Parties agree, otherwise shall include in such awarded the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11.3 Severability. If any provision of the Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provision of the Agreement will remain in full force and effect.

11.4 Effect of Regulation. Should any local, state or national regulatory authority having jurisdiction over County enter a valid and enforceable order upon County which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect, unless the effect of the order is

to deprive County of a material part of its Agreement with Fidler. In the event this order results in depriving County of material parts or raising their costs beyond that defined in the Agreement, County shall have the right to rescind all or part of the Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to Fidler. Should the Agreement be terminated under such circumstances, such termination shall be considered a termination for convenience.

12. Insurance. Every contractor and all parties furnishing services or product to County or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. All Parties shall, at their sole expense, maintain the following insurance:

12.1 Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

12.2 Business Automobile Liability Insurance: Should the performance of this Agreement involve the use of automobiles, Fidler shall provide comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. Fidler shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

12.3 Workers' Compensation Insurance: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

12.4 Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.

12.5 Cyber Liability Insurance:
The limits of this insurance shall be at least per occurrence:

Security Liability	\$5,000,000
Privacy Liability	\$5,000,000
Regulatory Proceedings	\$5,000,000
Technology Errors and Omissions	\$5,000,000

12.6 Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits in (12.1), (12.2), and (12.4) above.

Additional Requirements:

12.7 Fidler shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

12.8 The insurance specified in (12.1), (12.2), and (12.6) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

12.9 The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

12.10 Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

12.11 Fidlar shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Fidlar shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

13. Software License.

13.1 Enterprise License Grant and Use. Subject to the terms of this Agreement, Fidlar hereby grants to County, and County accepts an Enterprise License, which provides a personal, revocable, non-sublicensable, non-transferable and non-exclusive right to use the Licensed Products solely for County's own internal business purposes during the Term of any SOW and the Agreement. ("Enterprise License") All Fidlar Licensed Products and Services are proprietary to Fidlar and protected by intellectual property laws and international intellectual property treaties. County shall be permitted to make one copy of the Licensed Products for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

13.2 Warranty of Ownership. Fidlar warrants to County (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and Services and has the right to enter into any SOW and the Agreement.

13.3 Limited Warranty. Subject to Paragraph 14, Warranties Fidlar warrants that the Licensed Products and Services will substantially perform in accordance with the functionality and features as described by Fidlar during the term of any SOW and the Agreement.

13.4 No Ownership Rights. Except for the Enterprise License Grant and Use in Paragraph 13.1, Fidlar retains all ownership and proprietary rights in and to the Fidlar Licensed Products, and County shall not acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby, nor is it permitted, and will not assist or permit a third party, to: (a) utilize the Fidlar Licensed Products in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Fidlar Licensed Products; (c) provide, disclose, or otherwise make available the Fidlar Licensed Product, or copies thereof, to any third party unless the third-party has been contracted to work for the County.

13.5 No Other Terms. No ‘click to accept’ or ‘shrink-wrap’ agreement that may have been required for County or its employees to access the Licensed Products, Documentation or other materials and no other terms or conditions referenced therein or conditioned for use of the Licensed Products shall apply. Only the provisions of any SOW and the Agreement shall apply to County’s use of the Licensed Products, Documentation, or other materials, and only a written amendment executed by an authorized representative may modify the SOW and the Agreement.

14. Warranties. Fidlar hereby warrants to the County as follows:

14.1 Title. Fidlar warrants that it has full title to, and ownership of each Licensed Product provided to County under any SOW, and that it has full power and authority to grant the licenses granted to County by any SOW. County’s use of each Licensed Product will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, or other proprietary right of any third party. There is currently no actual or threatened suit, claim or proceeding by any third party based on an alleged violation of its rights by Fidlar or, if successful, will adversely affect Fidlar’s ability to perform its obligations under their Agreement, any SOW or related agreement to which it is a party.

14.2 Operating Environment. Each Licensed Product, and each module and component and function, thereof, shall be capable of operating fully and correctly with the Operating System and the combination of associated computer equipment and software comprising the operating environment.

14.3 Performance. Each Licensed Product will function properly, be free of material defects, and operate in a substantial conformance with the representation made by Fidlar.

14.4 Viruses, etc. Each Licensed Product and Service that is provided by Fidlar to County under the terms of any SOW shall be free at the time of receipt by County, of any monitoring device, any programs, subroutines, code, instructions, data, functions (including but not limited to viruses, worms, date bombs or time bombs), the purpose of which is to intentionally cause the Licensed Products or Services to cease operating, or to damage, interrupt, interfere with or hinder the operation of the Licensed Product or Service, the system in which it resides, or any other software or data on such system or any other systems with which it is capable of communicating or otherwise permit the unauthorized access to County’s systems or data. For avoidance of doubt, the provisions of this Paragraph shall apply to each delivery of the Licensed Product and Service, in whole or in part, to County including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Products and Services.

15. Indemnification and Limitation of Liability

15.1 The Parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other Party and its agents, officers and employees, from and against all loss or expenses including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered with the activities covered by this Agreement. The County’s liability shall be limited by Wis. Stat. Section 893.80 for general liability.

15.2 The foregoing obligations are conditioned upon: (a) prompt written notice by the

indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however, that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and, (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

15.3 LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THE INSURANCE, WARRANTY, INDEMNIFICATION AND LIABILITY PROVISIONS OF THIS AGREEMENT OR ANY SOW, THE TOTAL LIABILITY OF FIDLAR TO COUNTY IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SOW, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE TWICE THE AMOUNT PAID BY COUNTY TO FIDLAR UNDER THIS AGREEMENT AND/OR ANY SOW. NOTHING IN THIS SECTION SHALL LIMIT FIDLAR'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY FIDLAR'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY FIDLAR'S NEGLIGENCE. NOTHING IN THIS AGREEMENT AND/OR ANY SOW SHALL BE CONSTRUED TO CONSTITUTE A WAIVER OF ANY OTHERWISE APPLICABLE IMMUNITY OR LIMITATION ON LIABILITY TO COUNTY UNDER WISCONSIN LAWS.

THIS LIMITATION OF LIABILITY SHALL NOT PRECLUDE COUNTY FROM CLAIMING UNDER ANY INSURANCE PROVIDED UNDER THIS AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

16. Maintenance and Support for Licensed Products and Services. Fidlar shall provide LifeCycle Support and Services for the maintenance and support of the Licensed Products and Services as identified in any SOW.

16.1 Description of LifeCycle. LifeCycle is a software support service which includes:

16.1.1 Software Maintenance to the currently licensed Fidlar developed Licensed Products.

16.1.2 Furnish telephone support relative to the currently licensed Fidlar developed Licensed Products and Services either in the original or maintained form.

16.1.3 Provide legislative updates to the Fidlar developed Licensed Products and Services as required by the State, except those updates that require fundamental modifications to the core design of the products.

16.1.4 Provide product enhancements on an ongoing basis, frequency based on the age of the product and market requirements.

16.2 Telephone Support. Fidlar shall provide telephone and email support to County on the use and operation of the Licensed Products and Services.

16.2.1 Telephone support shall be provided at 1-800-747-4600, from 7:00 A.M. to 5:00 P.M. (Central) exclusive of the holidays observed by Fidlar.

16.2.2 Telephone support shall be unavailable on the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (emergency support provided)
- Christmas Eve (emergency support provided)
- Christmas Day
- New Year’s Eve Day (emergency support is provided)

16.2.3 Fidlar shall provide email support to the County at the following email address: support@fidlar.com.

16.3 Corrections. Fidlar shall use all commercially reasonable efforts to provide solutions, changes and corrections to the Licensed Products and Services as are required to (a) keep the Licensed Products and Services conforming in all material respects to the applicable Documentation and Fidlar representations, and (b) correct County reported problems in the Licensed Products and Services. Fidlar’s support specialist shall return calls as soon as possible to County, and Fidlar will use all reasonable efforts to investigate the error as reported by the County.

16.3.1 Error Classification. County will make an initial classification of each error defect in the Licensed Products and/or Services and will report such error or defect to Fidlar based on the criteria set forth below.

16.3.2 Classification Criteria.

Error Severity Level	Determination Criteria
Severity Level 1	Fatal: Errors that meet the following criteria: <ul style="list-style-type: none">• errors that prevent all useful work from being done;• material errors in essential functions for which no work around exists; or• errors that cause a loss of data• any error that permits unauthorized access to Personal Information or any loss thereof.
Severity Level 2	Severe Impact: Errors that meet the following criteria: <ul style="list-style-type: none">• errors that disable essential functions but for which a work around exists; or• errors that violate material Specifications.
Severity Level 3	Non-critical: Errors that disable only nonessential functions identified in the Documentation.
Severity Level 4	Minimal Impact: Non-critical problems generally categorized as an enhancement to be prioritized for inclusion on in the next version of the Product.

16.3.3 Maintenance and Support Response Schedule. Fidlar shall use commercially reasonable efforts to respond to any reported error from the County:

Error Classification	1st Level Response	2nd Level Response	3rd Level Response
Severity Level 1	1 business hours	4 business hours	Next minor release
Severity Level 2	2 business hours	1 business days	Next minor release
Severity Level 3	2 business hours	To be scheduled	As appropriate
Severity Level 4	2 business hours	To be scheduled	As appropriate

16.3.4 Level Identification.

- 16.3.4.1** 1st Level Response – Fidlar acknowledges receipt of error report.
- 16.3.4.2** 2nd Level Response - Provision of patch, work around, temporary fix, or other temporary resolution of the error and documentation of corrections.
- 16.3.4.3** 3rd Level Response - Official object code fix incorporated in the Upgrade or Minor Release of the Product or a code-based work around (supported by Maintenance) and reflected in the updated Documentation.
- 16.3.4.4** For a Severity Level 1 Error, within the response time, Fidlar agrees to assign sufficient support personnel on a 16-hour per day basis to work on the error.
- 16.3.4.5** For a Severity Level 2 Error, within the response time, Fidlar agrees to assign sufficient support personnel on an 8 hour per day basis to work on the error.
- 16.3.4.6** "To Be Scheduled" means that the Parties shall address the error in a review meeting, to be held within three (3) business days of the initial error report, and Parties shall in good faith agree on a suitable 2nd Level Response period.
- 16.3.4.7** “As Appropriate” means the Response agreed to at the review meetings.

16.4 County Responsibilities. County will provide Fidlar with error reports in order for the Response Schedule to apply. County agrees to furnish Fidlar with all information and material requested by Fidlar that are available and reasonably required for use to investigate the error.

16.5 New Versions. Fidlar shall provide updates, new releases and enhancements to the Licensed Products and Services during the Term of any SOW and Agreement.

16.6 Renamed, Repackaged, Re-bundled or Re-branded. Should the Licensed Products and Services provided to County under any SOW be renamed, repackaged, re-bundled or re-branded for any reason including, but not limited to, a merger or acquisition of Fidlar, then County shall be entitled to the same number of licenses to Use, access, and benefit from the renamed, repackaged, re-bundled or re-branded product as County currently owns of the prior product at no additional

charge to County so long as the renamed, repackaged, re-bundled or re-branded product is functionally equivalent at the license level, at a minimum, and the same conditions of use apply as to the prior product.

16.7 Product Sunset. In the event a Licensed Product and/or Service is superseded or discontinued, or should any portion of the Licensed Product and/or Service licensed functionality be removed from the Licensed Product and/or Service and made part of another product not licensed by County, Fidlar will provide and County will automatically be licensed for any other of Fidlar's Product(s) and/or Service(s) that can accomplish the Licensed Product and/or Service function in any other condition, at no cost to County, provided such replacement product exists, and also provided that County is current with its Fees.

16.8 Remedies. If a Licensed Product and/or Services do not conform to the warranties made by Fidlar in the Agreement and/or any SOW, or is otherwise defective, Fidlar shall correct the errors or non-conformities within ten (10) days of notice from County. If Fidlar does not remedy any and all defects in the Licensed Product and any SOW within such period, County may elect to terminate an SOW as to such Licensed Product and Services and any other Licensed Products and Services dependent thereon, and County shall be entitled to the refund of the License Fees for all such Licensed Products and/or Services. Upon return of the License Fee, County shall return or destroy the Licensed Product and Services and any SOW shall terminate as to such Licensed Product and Services.

17. Targeted Business Enterprise Participation.

17.1 If required, Fidlar shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of up to seventeen (17%) percent for goods, services, purchases and subcontract; and, to use good faith efforts to achieve those goals.

17.2 The Milwaukee County Community Business Development Partners shall assist Fidlar in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Fidlar's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 West Wisconsin Avenue, 9th Floor
Milwaukee, WI 53233
STAFF EMAIL cbdp@milwaukeecountywi.gov
STAFF PHONE NO. 414-278-4747

17.3 The Parties agree that **no TBE** goal has been established and no goal is required under this Agreement.

18. Maintenance of Records; Audits.

18.1 Maintenance of Records. Fidlar shall maintain accurate and complete documents and records relating to charges under the Agreement and documents relating to confidentiality, subcontracts, and intellectual property ownership. All financial records shall be maintained in accordance with generally accepted accounting principles. All such documents and records shall be kept and maintained by Fidlar and shall be made available to County during the term of the Agreement and for a period of three (3) years thereafter.

18.2 County's Right to Audit. Fidler shall allow the County Audit Services Division and Department contract Administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Fidler, related to the terms and performance of the Agreement for a period of up to three (3) years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as Fidler. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Fidler and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

19. Public Records.

19.1 Both Parties understand that County is bound by the public records law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Fidler hereby agrees that it shall be obligated to assist County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made. Except as otherwise authorized by County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under the Agreement.

19.2 In the event that County receives a request to disclose any Fidler information defined as "Confidential Information" or labeled as such by Fidler, County will promptly provide Fidler notice of the open records request to enable Fidler to resist any required disclosure and/or to obtain suitable protection regarding such required disclosure by County. In the event the designation of "Confidential Information" of such Fidler information is challenged by the requestor and Fidler resists disclosure by County, Fidler hereby agrees to provide legal counsel or other necessary assistance to County to defend the designation of confidentiality and agrees to indemnify and hold County harmless for any costs or damages arising out of County's agreement to withhold such Fidler information from disclosure.

20. Assignment, Merger or Acquisition.

20.1 Assignment, Merger or Acquisition. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, FIDLAR MAY ASSIGN OR TRANSFER THE Agreement in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, provided however, that any such assignee (a) is not debarred from doing business in the State of Wisconsin; and (b) holds similar or larger market share in the software industry. Any attempt to assign or transfer the Agreement or any other Agreement in contravention of this Paragraph is void.

20.2 Subcontracting. Assignment of any portion of the work by subcontract by the Fidler must have the prior written approval of the County. Any subcontractors or other parties performing work on behalf of Fidler under the Agreement must agree to be bound by the same terms and conditions as Fidler in writing.

- 21. No Waiver.** Unless in writing, no failure or delay by a Party to exercise any right it may have under the Agreement, shall operate as a waiver or modification of the Agreement and shall be construed to be a waiver of the right of such Party thereafter to enforce each and every provision of the Agreement. No waiver by a Party of any breach of the Agreement shall be deemed a waiver of any other breach. A Party's failure to enforce its rights with respect to any single or continuing breach of the Agreement will not act as waiver of the right of that Party to later enforce such rights or to enforce any other or a subsequent breach.
- 22. Force Majeure.** Except with respect to the payment of fees hereunder, neither Party will be liable to the other for any failure or delay in performance under the Agreement due to circumstances beyond its reasonable control, limited to, Acts of God, war, terrorist acts and official, governmental and judicial action not the fault of the Party failing or delaying in performance, or the threat of any of the foregoing. Force majeure shall not be allowed unless within ten (10) calendar days of the occurrence of force majeure, the Party whose performance is delayed thereby shall provide the other Party with a written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- 23. Conflict of Interest and Non-Collusion.**
- 23.1 Conflict of Interest.** Fidlar will not knowingly employ as a director, officer, employee, agent, or subcontractor any elected or appointed office of County or any member of his/her immediate family.
- 23.2 Non-Collusion.** Fidlar hereby represents and agrees that it has no way entered any contingent fee arrangement with any firm, employee of County, or other person or entity concerning the obtaining of the Agreement. In addition, Fidlar agrees that a duly authorized Fidlar representative will sign a non-collusion affidavit, in a form acceptable to County that Fidlar has not received from County any incentive or special payments, or considerations not related to the provision of the software and services described in the Agreement.
- 24. Affirmative Action.** Fidlar confirms that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). Fidlar assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Fidlar assures that it will require that its covered organizations provide assurances to Fidlar that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.
- 25. Independent Contractor.** Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Fidlar or its successors or assigns. In entering into the Agreement, and in acting in compliance herewith, Fidlar is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in the Agreement shall give Fidlar any authority to supervise, manage, and/or direct County employees.
- 26. No Gift Policy for Register of Deeds Office.** The Register of Deeds Office does not accept gifts, gratuities, donations (political or otherwise), loans, or monetary favors of any kind or of any value

whatsoever from vendors to the Register of Deeds, the Register of Deeds leadership team, members of its staff, or their families or friends. Fidlar warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Fidlar further warrants that neither it, nor any of its directors, employees, officers, or agents, nor any of its respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to this Agreement. For the breach or violation of these provisions, the County shall have the right to terminate this Agreement without liability and Fidlar shall refund all fees paid under this Agreement; and/or, at the discretion of the Register of Deeds, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. Notices. All notices related to this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

27.1 Actually received, or

27.2 Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party, or

27.3 If not actually received, ten (10) days after deposit with the United States Postal Services authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address(es) set out in this section of this Master Agreement, or such other address set out in this section of the Agreement, or such other address as the Party may have designated by Notice or Amendment to the Agreement; or,

27.4 Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving part of the intended receiving party's new address will be borne by the intended receiving party. The addresses for any notices under this Agreement are as follows:

FIDLAR:

Attention: Adam Watkins
Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

MILWAUKEE COUNTY REGISTER OF DEEDS

Attention: Israel Ramon
Register of Deeds
901 North 9th Street, Room 103
Milwaukee, WI 53233
With a copy to:

Milwaukee County Office of Corporation Counsel

Margaret Daun, Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

28. Pandemic Preparedness.

28.1 Fidlar is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Fidler will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of workspaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.

28.2 If determined applicable by the County, Fidler should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Amendment as Exhibit 1.

29. Milwaukee County Directives. The following Milwaukee County Directives are incorporated by reference into the Agreement:

29.1 Milwaukee County Administrative Directive on Acceptable Use (Exhibit 2); and,

29.2 Milwaukee County Administrative Directive on Remote Network Access (Exhibit 3).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date first written above.

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[SIGNATURE PAGE TO FOLLOW]

**STATEMENT OF WORK NO. 1
LICENSED PRODUCTS AND SERVICES FOR AVID LIFECYCLE**

This Statement of Work 1 (“SOW 1”) is between Fidlar Technologies, (“Fidlar”) and Milwaukee County, a Wisconsin municipal body, by its Department of Administrative Service, Information Management Service Division and the Milwaukee County Register of Deeds, (“County”) (collectively, the “Parties,” or individually, a “Party”). This SOW 1 is subject to the Master Services Agreement between Fidlar and County dated the same date herewith (together with all subsequent amendments, exhibits or attachments, the “Agreement”). This SOW 1 is effective as of January 1, 2023 (“SOW 1 Effective Date”). The Parties agree as follows:

1. Licensed Products & Services. Fidlar shall provide County with an Enterprise License for the Licensed Products and Services listed below.

1.1 Licensed Products and Services

Licensed Products and Services	Fees
AVID LifeCycle Services and AVID Land Records, which includes, but not limited to: <ul style="list-style-type: none"> • LifeCycle Services • iInspect (OCR): <ul style="list-style-type: none"> ▪ SNN Redaction Batch Processing ▪ Manual Interface and, ▪ Automated Verification Functionality • eRecording Catcher • AVID Search • Official Records Online • Property Fraud Alert System • Condor Indexing 	\$108,445.00
LifeCycle Support and Services <ul style="list-style-type: none"> • 1-800 Support • System Upgrades • Training on New Features and Upgrades • State Mandated or Regulatory Updates 	Included Included
TOTAL:	\$108,445.00

2. Description of Licensed Products and Services. Fidlar Licensed Products and Services Include:

2.1 The use of Fidlar’s Land Records system (“AVID”) software products during the Term of this SOW 1.

2.1.1 The use of any future software product Fidlar may develop to replace AVID for purpose of recording land records documents.

2.2 Any future installation which may be needed and as well as training for the initial installation of any future Fidlar Technologies product developed to replace AVID.

2.3 The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents.

2.4 LifeCycle Software and Maintenance.

3. **Fidlar Software Licenses and Managed Services.** Subject to the terms and conditions of the Agreement, Fidlar will provide County with an Enterprise Agreement for the Licensed Products and Services outlined in Paragraph 1.1, Licensed Products and Services, of the SOW 1.

4. **Maintenance and Support.**

4.1 **Maintenance and Support.** Fidlar shall provide LifeCycle for Support and Maintenance for the Licensed Products and Services.

4.2 **Maintenance and Support Fees.** All Fees for LifeCycle Support and Maintenance are included in the Annual Fee.

4.3 **Telephone Support.** Fidlar shall provide telephone and email support to County on the use and operation of the Licensed Products and Services.

4.3.1 Telephone support shall be provided at 1-800-747-4600, from 7:00 A.M. to 5:00 P.M. (Central) exclusive of the holidays observed by Fidlar.

4.3.2 Telephone support shall be unavailable on the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (emergency support is provided)
- Christmas Eve (emergency support is provided)
- Christmas Day
- New Year’s Day Eve (emergency support is provided)

4.3.3 Fidlar shall provide email support to the County at the following email address:

support@fidlar.com

5. **FEE INFORMATION:**

5.1 **Fees:** County shall pay to Fidlar the following Fees for use of the Licensed Products and Services as set forth in this SOW 1.

Annual Fees for Licensed Products and Services	
Term	Fees
Year 1 (January 1, 2023)	\$108,445.00
Year 2 (January 1, 2024)	\$108,445.00
Year 3 (January 1, 2025)	\$108,445.00

Year 4 (January 1, 2026)	\$108,445.00
Year 5 (January 1, 2027)	\$108,445.00
TOTAL:	\$542,225.00

5.2 Payment Terms. Parties agree that the Fees identified in Section 5.1 shall be paid on a quarterly basis each Term, commencing on January 1, 2023, provided that SOW 1 has not been terminated as provided in the Agreement.

Payment Schedule for Licensed Products and Services	
Term	Fees
January 1, 2023 (Year 1)	\$27,111.25
April 1, 2023	\$27,111.25
July 1, 2023	\$27,111.25
October 1, 2023	\$27,111.25
January 1, 2024 (Year 2)	\$27,111.25
April 1, 2024	\$27,111.25
July 1, 2024	\$27,111.25
October 1, 2024	\$27,111.25
January 1, 2025 (Year 3)	\$27,111.25
April 1, 2025	\$27,111.25
July 1, 2025	\$27,111.25
October 1, 2025	\$27,111.25
January 1, 2026 (Year 4)	\$27,111.25
April 1, 2026	\$27,111.25
July 1, 2026	\$27,111.25
October 1, 2026	\$27,111.25
January 1, 2027 (Year 5)	\$27,111.25
April 1, 2027	\$27,111.25
July 1, 2027	\$27,111.25
October 1, 2027	\$27,111.25
TOTAL:	\$542,225.00¹

¹ Total amount to be reduced by Customer Loyalty Discount. See: Section 5.3 of SOW 1.

5.3 CUSTOMER LOYALTY DISCOUNT. In good faith and in recognition of the long term commitment of the Agreement between the Parties, Fidlar shall provide to County an annual Loyalty Discount in the sum of Thirty Thousand (\$30,000.00) Dollars, which will be applied as a quarterly discount in the amount of Seven Thousand Five Hundred (\$7,500.00) Dollars for quarter of each Term of the SOW 1.

5.3.1 In the event the County terminates the Agreement for any reason other than as permitted under the Agreement, Fidlar shall be entitled to receive a refund of any credit received for the quarter in which the termination occurred.

6. SOW 1 TERM AND RENEWAL: The Term of this SOW 1 shall commence on the SOW 1 Effective Date and continue in full force and effect for sixty (60) months until December 31, 2027 (“Initial Term”), unless terminated earlier in accordance with Paragraph 4 of the Agreement. County shall have the option

to extend the Term of this SOW 1 for four (4) one-year renewal term(s) (each a “Renewal Term”). Such option shall run consecutive to the Initial Term and the option to renew shall be exercised by the County by written notice to Fidler at least fifteen (15) days prior to the then current Term expiration date.

6.1 The Initial Term and any Renewal Terms of this SOW 1 referenced above are jointly referred to herein as the “Term” of this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 1.

FOR REGISTER OF DEEDS:

By: _____ Date: _____

Israel Ramon
Register of Deeds

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**STATEMENT OF WORK NO. 2
LICENSED PRODUCTS AND REMOTE ACCESS AGREEMENT
FOR LAREDO, TAPESTRY AND ORO**

This Statement of Work 2 (“SOW 2”) is between Fidlar Technologies, (“Fidlar”) and Milwaukee County, a Wisconsin municipal body, by its Department of Administrative Service, Information Management Service Division and the Milwaukee County Register of Deeds, (“County”) (collectively, the “Parties,” or individually, a “Party”). This SOW 2 is subject to the Master Services Agreement between Fidlar and County dated the same date herewith (together with all subsequent amendments, exhibits or attachments, the “Agreement”). This SOW 2 is effective as of January 1, 2023 (“SOW 2 Effective Date”). The Parties agree as follows:

1. Licensed Products & Services. Fidlar shall provide County with an Enterprise License for the Licensed Products and Services listed below.

Licensed Products and Services	Fee
Laredo Software	\$310.00 per quarter per Billable User ID Subscriber
TOTAL:	\$ 310.00

2. Tapestry Remote Access Fees

2.1 Tapestry General Public Access System

Tapestry Remote Access Fees	Fees
Tapestry General Public Access Systems (www.landrecords.net)	\$2.75 per Tapestry Search Transaction paid to County ¹
Tapestry Printing Fees	\$.50 per document image printed paid to County ¹
Property Fraud Alert (“PFA”)	Included
Honor Rewards	Included
TOTAL:	TBD

¹ FIDLAR AGREES NOT TO CHANGE THE FEES CHARGED PER SEARCH ON TAPESTRY AND PRINTING FEES WITHOUT FIRST OBTAINING CONSENT OF THE COUNTY.

2.2 Official Records Online Website (“ORO”)

Official Records Online Website (“ORO”) Fees	Fees
Access to ORO website by public users https://www.officialrecordsonline.com/OfficialRecordsOnline/Hub/Index.html#/	Fidlar will charge a fee of which \$2.50 will be paid to the County.
TOTAL:	TBD

3. Description of Licensed Products and Services. Fidlar Licensed Products and Services Include:

3.1 Laredo Software: Laredo software allows professional researchers (i.e., title companies, banks, realtors, etc.) to access County's recorded document information by a subscription agreement.

3.1.1 County shall grant access to each professional researcher by issuing a unique user ID and password to him/her/it ("Laredo Subscriber").

3.1.2 Each Laredo Subscriber shall access the Laredo software from Fidlar's website, www.fidlar.com.

3.1.3 Each Laredo User ID Subscriber will be required to sign an End User Agreement and file it with the Milwaukee County Register of Deeds, a copy of which is attached hereto and marked as Exhibit C.

3.1.4 The Laredo Subscriber will have remote access to access County's land records data from any properly configured workstations, however, multiple users cannot log in with the same user ID at the same time.

4. Remote Access Fees. The following Services shall be provided by Fidlar to County.

4.1 Tapestry General Public Access System: Fidlar's Tapestry General Public Access System is a service offered by Fidlar to the general public of access to the land records data of participating Counties collectively. County agrees to participate in Fidlar's Tapestry General Public Access System by permitting County's land records data to be made available on the Fidlar website, www.landrecords.net.

4.1.2 Fidlar shall determine who shall have access to www.landrecords.net and retains the sole responsibility to provide phone and email support to its end users.

4.1.3 Fidlar shall not use, share or aggregate the County's land records data other than in the manner permitted in Paragraph 4.1 of this SOW 2.

4.1.4 On a monthly basis, Fidlar shall calculate a credit to be paid to the County as provided in Paragraph 7.3, Fee Information.

4.2 Official Records Online Website ("ORO"): Fidlar will provide the following deliverables to the County: which will allow access to the ORO website.

4.2.1 Fidlar shall provide the ORO website to public users located outside the Milwaukee County Register of Deeds Office via paid access.

4.2.2 Fidlar shall maintain the landing page for the ORO website.

4.2.3 Fidlar shall provide to County the ORO website link (URL) and graphics. County shall be responsible for placing this link and graphics onto the County Register of Deeds website.

4.2.4 Fidlar will customize, implement and conduct a training program for the County for any upgrades and/or modifications to ORO. Fidlar shall conduct the training, onsite, if agreed to by the County. If onsite training is not possible, Fidlar shall provide the training on a remote basis.

4.2.5 Fidlar shall provide ongoing technical support for the County and any public user.

4.3 The following Community Outreach Services are included, at no additional cost, to the County and any end users:

4.3.1 Property Fraud Alert. Fidlar's Property Fraud Alert ("PFA") service shall monitor, identify and notify the individual and/or entity in whose name was indexed from a document recorded in the County's land records data. The purpose of this service is to have an individual's and/or entity's name monitored to identify and track possible fraudulent activity for land records.

4.3.1.1 Any end user of PFA must sign up for the PFA service via the PFA website: www.propertyfraudalert.com.

4.3.1.2 End users of PFA will ONLY be notified by the PFA service the name s/he or it has submitted matches any name that has been indexed from documents recorded in the County's land records data.

4.3.1.3 Fidlar shall be responsible for the management of the PFA service and website. Fidlar shall be responsible for all technical and end user support via the PFA hotline service (1-800-728-3858).

4.3.2 Honor Rewards. Fidlar's Honor Rewards is a service which enables Fidlar to implement and manage a rewards program for the County's local veterans. Local veterans can sign-up (on-line or at the County's Register of Deed Office) to receive an Honor Reward Identification Card which provides him/her with discounts with participating local businesses and retailers.

4.3.2.1 Fidlar shall manage the following tasks in order to provide local veterans with Honor Rewards:

- Creation and maintenance of County's page at www.honorrewards.com
- Printing of all identification cards for local veterans
- Support for local veterans
- Pre-created promotional materials; and,
- All other duties as agreed by the Parties

4.3.2.2 County is responsible to contact local business for participation in the Honor Reward program.

5. Fidlar Licensed Products and Services and Remote Access Services. Subject to the terms and conditions of the Agreement, Fidlar will provide County with the Licensed Products and Services and Fees outlined in Paragraphs 1 and 2 of this SOW 2.

6. Maintenance and Support.

6.1 Maintenance and Support. Fidlar shall provide LifeCycle Support and Maintenance for the Licensed Products and Services for this SOW 2.

6.2 Maintenance and Support Fees. All Fees for LifeCycle Support and Maintenance are included in the Annual Fee for this SOW 2.

6.3 Telephone Support. Fidlar shall provide telephone and email support to County on the use and operation of the Licensed Products and Services.

6.3.1 Telephone support shall be provided at 1-563-345-1283 from 7:00 A.M. to 5:00 P.M. (Central) exclusive of the holidays observed by Fidlar for Laredo.

6.3.2 Telephone support shall be unavailable on the following holidays for Laredo:

- New Year’s Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day,
- Day after Thanksgiving (emergency support is provided),
- Christmas Eve (emergency support is provided),
- Christmas Day; and,
- New Year’s Eve Day (emergency support is provided).

6.3.3 Fidlar shall provide email support to the County at the following email address: support@fidlar.com

6.3.4 Fidlar shall be responsible for all technical and end user support via the PFA hotline service (1-800-728-3858).

7. FEE AND PAYMENT INFORMATION:

7.1 Fees for Laredo: County shall pay to Fidlar the following Fees for use of the Laredo software as set forth in this SOW 2:

Fees for Laredo Software	
Laredo Software	\$310.00 per quarter per Billable User ID Subscriber¹

¹ Fees to be commensurate with the subscription plan of each subscriber as specified herein.

7.2 Laredo Pricing Schedule.

7.2.1 Fidlar shall charge the County \$310.00 per each Laredo User ID Subscriber on the record as the 1st of each month.

7.2.2 For an initial Laredo User ID Subscriber who signs up for the service after the 1st of each month, Fidlar shall prorate the charge of \$310.00 to the County from the date the Laredo Subscriber signs up for the service to the end of the month.

7.2.3 The billing periods correlate with the calendar months for the Laredo User ID is issued.

7.2.4 County retains the right to set the monthly fees to be paid by Laredo Subscribers.

7.3 Tapestry General Public Access Fees.

7.3.1 Fidlar shall be responsible for the billing and collection of all access fees from the end users of the Tapestry General Public Access service.

7.3.2 On or before the 1st of each calendar month, Fidlar shall provide to County a payment on the following terms:

7.3.2.1 Fidlar shall pay all credit card fees, collection and bad debt.

7.3.2.2 Fidlar shall pay \$2.75 to County for each Tapestry General Public Access search.

7.3.2.3 County shall receive \$.50 of per document image printed.

7.3.2.4 County shall receive \$4.98 per print result.

7.4 ORO Public Access Fees.

7.4.1 Fidlar shall be responsible for the billing and collection of all access fees from the end users of the ORO Public Access service.

7.4.2 On or before the 1st of each calendar month, Fidlar shall provide to County a payment on the following terms:

7.4.2.1 Fidlar shall pay all credit card fees, collection costs and absorb all bad debt.

7.4.2.2 County shall receive a fee of \$2.50 from Fidlar for each ORO Public Access search.

7.5 Fixed Fees. During the Term of the Agreement and SOW 2, Fidlar shall not raise the access fees paid by the end users of this Service without a sixty (60) day prior notice to the Register of Deed for the County.

7.6 Payment of Remote Access Fees.

7.6.1 All payments by Automatic Cash Handling (ACH), along with the supporting monthly accounting, shall be sent via email to:

Teresa Sarnowski
Coordinator Register of Deeds
Milwaukee County Register of Deeds
Teresa.sarnowski@milwaukeecountywi.gov

7.6.2 Fidlar shall be responsible for all credit card fees, collection costs and absorb any bad debt.

8. Fidlar Remote Access Fee Guarantee. Fidlar guarantees that the County shall realize a minimum of Six Hundred Fifty Thousand (\$650,000.00) Dollars, annually, as its shares from the revenues

generated from the following Fidlar Services: Laredo Subscriptions and print related fees, Tapestry and Monarch.

- 9. SOW 2 TERM AND RENEWAL:** The term of this SOW 2 shall commence on the SOW 2 Effective Date and continue in full force and effect for sixty (60) months until December 31, 2027 (“Initial Term”), unless terminated earlier in accordance with Paragraph 4 of the Agreement. County shall have the option to extend the term of this SOW 2 for four (4) one (1) one-year renewal term(s) (each a “Renewal Term”). Such option shall run consecutive to the Initial Term and the option to renew shall be exercised by the County by written notice to Fidlar at least fifteen (15) days prior to the then current Term expiration date.

9.1 The Initial Term and any Renewal Term(s) of this SOW 2 referenced above are jointly referred to herein as the “Term” of this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 2.

FOR REGISTER OF DEEDS:

By: _____ Date: _____

Israel Ramon
Register of Deeds

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**STATEMENT OF WORK NO. 3
MONARCH DATA DISTRIBUTION AGREEMENT**

This Statement of Work 3 (“SOW 3”) is between Fidlar Technologies, (“Fidlar”) and Milwaukee County, a Wisconsin municipal body, by its Department of Administrative Service, Information Management Service Division and the Milwaukee County Register of Deeds, (“County”) (collectively, the “Parties,” or individually, a “Party”). This SOW 3 is subject to the Master Services Agreement between Fidlar and County dated the same date herewith (together with all subsequent amendments, exhibits or attachments, the “Agreement”). This SOW 3 is effective as of January 1, 2023 (“SOW 3 Effective Date”). The Parties agree as follows:

1. Monarch Data Distribution. Fidlar shall provide County with an Enterprise License for the Licensed Products and Services listed below.

Software and Service	Fee
Monarch Data Distribution Software (“Monarch”)	See: Section 3, Fee Schedule.
Training	Included
LifeCycle Support and Maintenance	Included
TOTAL:	TBD

2. Software and Services.

2.1 Description. Monarch streams County Document Data and/or Images (“County Data”) to a third- party subscribers. Monarch is configured per third-party subscriber and transfers the County Data to the third-party subscriber’s system.

2.2 Fidlar Responsibilities.

2.2.1 Monarch shall protect the County Data through the use of a Fidlar proprietary watermarking feature.

2.2.2 Fidlar will actively promote and locate viable third-party subscribers to use County Data.

2.2.2.1 Third-party subscribers may include “Bulk Users” which may include individuals, corporations, partnerships, limited liability companies, or an unincorporated association that receives Bulk Form (an aggregation of recorded documents) under the terms of a Bulk User Agreement, a copy of which is attached hereto and marked as Exhibit SOW 3.1 and who may receive bulk images, data or both.

2.2.3 Fidlar will prepare third-party subscriber user forms and County retains the right of final approval for all third-party subscriber(s).

2.2.4 Fidlar will enforce the security options and level of data access options for each third-party subscriber as set by the County.

- 2.2.5 Fidlar will provide to third-party subscribers all technical support and communication require by to allow for the successful use of Monarch at no additional cost to the County or third-party subscriber.
- 2.2.6 Fidlar will provide County with project management, installation configuration, support, ongoing configuration of new third-party subscribers as needed for the successful operation of the Monarch system.
- 2.2.7 Fidlar shall provide, at no additional cost to the County, updates, enhancements, new releases or any future software that Fidlar may develop to replace Monarch for the purpose of data distribution.

2.3 County Responsibilities.

- 2.3.1 County shall set the security options and level of data access options for each third-party subscriber.
- 2.3.2 County retains the right to direct Fidlar to terminate access of any third-party subscriber, change the terms of the access fees; or security options at any time.
- 2.3.3 County shall set the security options and level of data access options for each third-party subscriber.

3. Fee Schedule. The following Fees shall be provided by Fidlar to County:

Monarch Fee	Fee Schedule	
	Fidlar	County
Monarch Fee - \$0.13 ¹ to be charged per image accessed	\$0.03	\$0.10 per image
Monarch Fee for Bulk Users ² to be charged monthly	\$250.00	\$1,500.00

¹ COUNTY RETAINS RIGHT TO SET MONTHLY FEES FOR THIS SERVICE. FIDLAR TO BE PAID \$0.03 PER IMAGE ACCESS FOR THE FEES SET BY COUNTY.

² FIDLAR WILL REQUIRE ALL BULK USERS TO EXECUTE A BULK USER AGREEMENT FOR MONARCH DATA DISTRIBUTION SERVICES. A COPY OF WHICH HAS BEEN ATTACHED HERETO AND MARKED AS EXHIBIT SOW 3.1.

- 3.1 Fidlar agrees to invoice each third-party subscriber on a monthly basis and provide a monthly accounting to the County of the billing for each month.
 - 3.1.1 Fidlar shall charge each third-party subscriber of Monarch on the record as the 1st of each month. Fidlar will charge \$.03 plus the amount the County wishes to charge the end user as specified in Section 3.1.3 herein.
 - 3.1.2 Fidlar shall charge each third-party Bulk User subscriber of Monarch on the record as the 1st of each month. Fidlar will charge to total fee of \$1,750.00 to the Bulk User subscriber. The fee shall be allotted between Fidlar and the County as set forth in Section 3. Fee Schedule herein.
 - 3.1.3 The billing periods correlate with the calendar months for Monarch.
 - 3.1.4 County retains the right to set the monthly fees to be paid by third-party subscriber(s) to Monarch.
- 3.2 Fidlar shall pay to County the fees for the monthly third-party subscriber usage within fifteen (15) days of the end of the prior month.

3.3 All payments by Automatic Cash Handling (ACH), along with the supporting monthly accounting, shall be sent via email to:

Teresa Sarnowski
Coordinator Register of Deeds
Milwaukee County Register of Deeds
Teresa.sarnowski@milwaukeecountywi.gov

3.4 Fidlar shall be responsible for all credit card fees, costs of collection and absorb any bad debt.

4. **SOW 3 TERM AND RENEWAL:** The term of this SOW 3 shall commence on the SOW 3 Effective Date and continue in full force and effect until December 31, 2027 (“Initial Term”), unless terminated earlier in accordance with Paragraph 4 of the Agreement. County shall have the option to extend the term of this SOW 3 for four (4) one (1) one-year renewal term (each a “Renewal Term”). Such option shall run consecutive to the Initial Term and the option to renew shall be exercised by the County by written notice to Fidlar at least fifteen (15) days prior to the then current Term expiration date.

4.1 The Initial Term and any Renewal Terms of this SOW 3 referenced above are jointly referred to herein as the “Term” of this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 3.

FOR REGISTER OF DEEDS:

By: _____ Date: _____

Israel Ramon
Register of Deeds

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BULK USER AGREEMENT FOR MONARCH DATA DISTRIBUTION SERVICES

This **BULK USER AGREEMENT** (“Bulk User Agreement”) is between Fidlar Technologies (“Fidlar”) and _____, (the “Company”), (individually, a “Party” or collectively, the “Parties”). The Bulk User Agreement is subject to the Master Services Agreement between Fidlar and County and Statement of Work No. 3, Monarch Data Distribution Agreement entered on January 1, 2023 (collectively, the “County Agreement”). The Bulk User Agreement is effective as of _____ (“Bulk User Effective Date”).

RECITALS

WHEREAS, Fidlar and Milwaukee County, by the Milwaukee County Register of Deeds, (“County”) entered into the County Agreement on January 1, 2023, in which Fidlar provides to the County the Monarch Data Distribution Software and Services (“Monarch”) which streams County Document Data and/or Images (“County Data”) to third-party subscribers.

WHEREAS, under the terms of the County Agreement, Fidlar is responsible for actively promoting and locating viable third-party subscribers to use County Data. Fidlar is responsible for the preparation of third-party subscriber user forms to which the County retains the right of final approval. All third-party subscribers must enter a written agreement with Fidlar to receive the County Data using the Monarch services.

WHEREAS, Fidlar has third-party subscribers that desire to obtain County Data in Bulk Form using Monarch services; and, therefore, Company agrees to sign the Bulk User Agreement and comply with all terms and conditions of the County Agreement, which are incorporated by reference herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1: Definitions. As used in this Bulk User Agreement, the following terms shall have the following definitions:

1.1 “Bulk Form” means an aggregation of (i) copies of all recorded documents received by the County for recording in a calendar day, week, month or year; (ii) the Indices for finding, retrieving, and viewing all recorded documents received by the County for recording in calendar day, week, month, or year; or (iii) both subdivisions (i) and (ii). The term includes Recorded Documents that have been appropriately watermarked by the County and/or Fidlar on behalf of the County.

1.2 “Bulk User” means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form pursuant to a contract with the County Recorder.

1.3 “County Data” means data and information which will always be owned by County and (a) to which Fidlar and/or a third-party subscriber has access in connection with the provision of Monarch Services, (b) processed, prepared, stored, transmitted or generated by or on behalf of County, (c) text, pictures, sound, graphics, video and other data provided by or on behalf of the County to the third-party subscribers, and (d) about or relating to third-party subscribers.

1.4 “Copy” means a reproduction, including an image of a Recorded Document or Indices created by: (i) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (ii) reproducing on microfilm

1.5 “Indices” means all of the indexing information used by the County for finding, retrieving, and viewing a Recorded Document.

1.6 “Permitted Use” means the utilization or access to County Data contained in Bulk Form copies by Fidlar, or a customer of Fidlar, for purposes collateral or incidental to the ordinary course of business of the Company.

1.7 “Prohibited Use” means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.

1.8 “Recorded Document” means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the County or the Register of Deeds’ designee.

1.9 “Terminable offense” means: (i) engaging in a Prohibited Use; (ii) engaging in the unauthorized access to County Data; (iii) engaging in the unauthorized alteration of County Data; (iv) non-compliance with any of the provisions of this Bulk User Agreement; (v) Fidlar’s failure to disclose, or entering into an agreement with a third-party subscriber whose access to County Data was previously terminated by the Register of Deeds for Milwaukee County or any other county recorder in the United States, because the third-party subscriber failed to comply with the terms of a contract; or, (vi) Fidlar’s failure to disclose, or entering into an agreement with a third-party subscriber, when a person who has a majority or controlling interest in the third-party subscriber’s company, engaged in conduct resulting in the termination of a contract with another county recorder because the party failed to comply with the contract.

Section 2: Term and Termination.

2.1 The term of the Bulk User Agreement (“Term”) commences upon the date fully executed by the Parties (“Effective Date”) and continues for a period of one (1) year unless and until terminated as provided under the Bulk User Agreement. Thereafter, the Bulk User Agreement may be extended the term of the Bulk User Agreement for up to four (4) one (1) one-year renewal term(s) (“Bulk User Agreement Renewal Term”), unless either Party notifies the other Party in writing of its intent not to renew the Bulk User Agreement not less than thirty (30) days prior to the expiration of the current term.

2.2 Either Party may terminate the Bulk User Agreement prior to the expiration date as follows:

2.2.1 **Breach.** Upon a Party’s knowledge of a material breach by the other Party, such Party shall provide notice to the breaching Party and an opportunity to cure the breach or end the violation within ten (10) days of the date of the written notice. The non-breaching Party may terminate the Bulk User Agreement if the breaching Party fails to cure the breach within the ten (10) day period; provided, however, that in no case shall a party be given more than two (2) cure periods during the term of the Bulk User Agreement or any renewal term. If a Party determines that the other Party has committed a material breach and a cure is not possible, the non-breaching Party may immediately terminate the Bulk User Agreement upon written notice to the breaching Party.

Company's commission of a Terminable Offense during the term of the Bulk User Agreement is a material breach purposes of this section 2.2.2.

2.2.2 **Without cause.** Either Party may terminate the Bulk User Agreement without any reason upon giving the other Party at least thirty (30) days' written notice.

2.2.3 **Effect of Termination.** Fidlar shall immediately cease providing Bulk Form copies requested by the Company once all the termination procedures have been met.

Section 3: Payment. In exchange for Bulk Form copies requested by the Company and provided by Fidlar under its Bulk User Agreement with the County, Company agrees to pay for Bulk Form copies subject to the following:

3.1 **Rates.** Fidlar shall charge a Fee for the Monarch Services in the amount of \$0.13 per image accessed. Fidlar shall charge a monthly fee of \$1,750 for indexed data.

3.2 **Payment.** Company shall pay the monthly Fees to Fidlar.

Section 4: Representations, Warranties, and Covenants. The Company hereby represents, warrants, and covenants as follows:

4.1 The Company is a "Bulk User."

4.2 The Bulk Form copies are being purchased solely for the use and benefit of the Company in its ordinary course of business;

4.3 The Bulk Form copies are not being purchased for, on behalf of, in conjunction with, or in cooperation with any officials, employees, affiliates, subsidiaries, divisions, joint ventures or business alliances of the Company;

4.4 The Company will not engage in any Prohibited Use of the Bulk Form copies.

4.5 Neither Fidlar nor the County has ever terminated a bulk user agreement between the Company, or an individual with a majority or controlling interest in the Company, as a result of Company's or such individual's material breach of such agreement. Company agrees to immediately report the termination of any bulk user agreement between Company and Fidlar that occurs after the Effective date in writing to the County, including the reasons for such termination(s). For purposes of this subsection (e), the term Company includes the Company's agents, affiliates, or subsidiaries, as currently named or under any previous legal name.

Section 5: Prohibited Acts. Notwithstanding anything to the contrary in this Bulk User Agreement, the Company, its agents, affiliates, employees, representatives, and associates shall not engage in any Prohibited Use of Bulk Form copies or Recorded Documents obtained from Bulk Form copies.

Section 6: Survival. The provisions of Sections 4 and 5, as well as any other provision that must survive in order to give proper effect to its intent, shall survive the expiration or earlier

termination of this Bulk User Agreement for the period specified in the applicable provision or, if no period is specified, for a period of twelve (12) months after such expiration or termination.

Section 7: No Successors and Assigns. Neither Party may assign or transfer any of its right under the Bulk User Agreement. Any attempt to assign or transfer the Bulk User Agreement in contravention of this Section is void and such action shall constitute a breach of this Bulk User Agreement.

Section 8: Governing Law and Jurisdiction. This Bulk User Agreement is governed by the laws of the State of Wisconsin. The Parties agree that any lawsuit, action or proceeding arising out of or relating to this Bulk User Agreement shall be instituted in the courts of the State of Wisconsin in each case located in the County of Milwaukee only, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 9: Severability. If any term or provision of this Bulk User Agreement is held or deemed to be invalid, illegal or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, the invalidity, illegality or unenforceability does not affect any other term or provision of this Bulk User Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Bulk User Agreement shall supersede such obligation and control.

Section 10: Entire Agreement. The Bulk User Agreement, including and together with all related attachments and exhibits, constitutes the Parties' sole and entire agreement regarding the subject matter of this Bulk User Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the subject matter.

Section 11: Indemnification. Company agrees to indemnify, and hold harmless the County, its agents, officials, and employees from all third party claims and suits relating to Recorded Documents, including court costs, attorney's fees, and other expenses caused by any act or omission of the Company, its agents, officials, and employees in the performance of the Bulk User Agreement, use of the County Data or as a result of any breach thereof.

Section 12. Notice to Parties. Any notices required or permitted to be given under the Bulk User Agreement shall be in writing and shall be personally delivered or sent by facsimile or by certified or registered overnight mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

If to Fidler	If to Bulk User
Name: _____	Name: _____
Address: _____	Address: _____
City, ST Zip: _____	City, ST Zip: _____

Such notice shall be deemed to be given on the date it is hand delivered, faxed or deposited in the overnight mail, as stated above. A notice shall be deemed to have been given personally to a

party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

Section 13. **No Waiver.** No waiver of one or more of the provisions of the Bulk User Agreement or the failure to enforce any provision of the Bulk User Agreement by either party shall be construed as a waiver of any subsequent breach of the Bulk User Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

Section 14. **Modification.** No modifications, amendments, or supplements to the Bulk User Agreement shall be effective for any purpose unless duly recorded in writing and signed by authorized representatives of all parties to the Bulk User Agreement or their successors or assigns.

SIGNATURE PAGE FOLLOWS

