

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this day ____ of _____, 20____ and between **SHEBOYGAN COUNTY**, a municipal corporation being a political subdivision of the State of Wisconsin, having its principal offices located at 508 New York Avenue, Sheboygan, WI 53081 (hereinafter **COUNTY**), and, _____(hereinafter **USER**).

WHEREAS, COUNTY maintains a Register of Deeds' Office as required by Wisconsin Statutes, and

WHEREAS, the Register of Deeds has authority to enter into this Agreement on behalf of **COUNTY** pursuant to Sheboygan County Board Resolution No. 42 (1997/98), adopted March 17, 1998, and

WHEREAS, USER desires to secure on-line access to certain documents pertaining to real property from the Register of Deeds, as permitted by Wisconsin Statutes, and

WHEREAS, USER desires to secure on-line access to said documents through the AVID (LAREDO) system which replaced the I-DOCUMENT system which has heretofore been used;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, **COUNTY** and **USER** agree as follows:

1. **COUNTY** will provide to **USER** a license for on-line access to certain digital records maintained by **COUNTY's** Register of Deeds. **USER** understands that only certain categories of such records will be available for on-line access. The categories of records available for on-line access as of the date of execution of this Agreement are: Grantor-grantee index starting February 8, 1971; Tract index starting July 19, 1996; ALL Certified Survey Maps; and ALL Plat Maps.
 2. The term of this agreement shall commence on _____, 20____, and shall continue until midnight on December 31, 20____. Either party may terminate at any time without cause upon thirty (30) days' written notice during the initial or any renewal term. **COUNTY** reserves the right to issue proposed modified license agreements at its sole discretion at any time. **USER** must sign a license agreement and deliver it to **COUNTY** before the first day of each year.
- USER** may elect to increase the selected service plan during a term by giving **COUNTY** notice at least twenty (20) days before the first day of the next month when the increase will commence. **USER** may not *decrease* the selected service plan except by giving **COUNTY** notice at least twenty (20) days before the first day of the next month of any term when the decrease will commence.
3. **COUNTY** will bill **USER** on or about the 15th of each month for usage. The invoice will identify the Plan selected by **USER**, the monthly fee for the Plan, the number of minutes subject to the overage charge, the amount attributable to the overage, the number of prints made by **USER**, and the charge for the prints. Payment is due by the 1st of the month following the receipt of invoice. Any payment not received by the due date shall bear interest

at fifteen percent (15%) per annum. **COUNTY**, in its sole discretion, may suspend the license provided pursuant to this Agreement if **USER** fails to make any required payment by the 15th day of the month in which it was due. The suspension of the license shall continue until all arrearage, including any interest, are paid in full. If any payment due remains outstanding for more than thirty (30) days, **COUNTY**, in its sole discretion, may terminate this Agreement without further notice.

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4. **USER** shall establish an escrow account with **COUNTY** with an initial deposit equaling one (1) month of the access fee rate for the Plan chosen by **USER**. The escrow account shall be available to **COUNTY** to draw payment if **USER** does not pay usage fees pursuant to Paragraphs 3 and 4, above. The use of this escrow account shall be at the sole discretion of **COUNTY** and is in addition to other remedies available to **COUNTY**. Upon request of **COUNTY**, **USER** shall replenish the escrow account to maintain a balance in an amount satisfactory to **COUNTY**. **COUNTY** shall make an accounting to user of all activities related to the escrow account within ten (10) days of such activities. At the termination of this Agreement, any remaining sums in **USER**'s escrow account shall be returned to **USER**.

USER shall be solely responsible for its own expenses incurred to implement and perform this Agreement, including, by way of illustration, computer hardware, software, peripherals, telephone lines, Internet service provider (ISP), and staff training.

5. **COUNTY** will use its best efforts to keep the on-line system available for access twenty-four (24) hours per day, seven (7) days per week, including holidays. **COUNTY** agrees to enter the records described herein into the system in a reasonably timely manner after documents are recorded in the Register of Deeds Office. **USER** understands that there may be reasonable delays in entering information into the system due to normal operating procedures. **USER** also understands that the system may be unavailable in the event of system malfunctions, maintenance, back-ups, and upgrades, and **USER** agrees that **COUNTY** will not be liable for any damages which **USER** may incur due to such events.

6. The obligation to provide on-line access as detailed herein is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties. **COUNTY**'s obligations and **USER**'s rights under this Agreement are secondary to the statutory duties of the Register of Deeds. Events beyond the control of **COUNTY**, including but not limited to weather emergencies and power or equipment failure, may prevent the Register of Deeds from meeting the timeliness and service standards provided herein. In such event, the service standards shall be suspended during the period of the emergency and for a reasonable time thereafter.

7. **USER** agrees to establish a unique password for access to **COUNTY**'s system, and to provide the password to **COUNTY**'s Register of Deeds for use in setting up the account. The password will be used only by current employees of **USER** who are adequately trained to access and use **COUNTY**'s system. **USER** agrees not to disclose the password to other persons except **COUNTY**'s Information Technology Director. **USER** is encouraged to change its password frequently to limit the risk of unauthorized access. **COUNTY** reserves the right to change **USER**'s password if in **COUNTY**'s sole discretion a password change is necessary

to maintain the integrity of the system. In the event **COUNTY** changes **USER**'s password, **COUNTY** will inform **USER** at the earliest practical time.

8. For any error or omission from an image provided pursuant to this Agreement, of which **USER** becomes aware, **USER** will promptly notify the Register of Deeds. The Register of Deeds will make a determination and promptly correct and re-scan the corrected document if, in fact, there is an error and the document is available to the Register of Deeds. The Register of Deeds will then notify **USER** of the correction. **COUNTY** makes no representations, warranties, or guarantees express or implied, including, without limitation, warranties of merchantability or fitness for particular purpose, other than the express representations, warranties, and guarantees contained in this Agreement.

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The parties agree that **COUNTY** will have no liability to **USER** or any other party for any loss, expense, or damages, including, without limitation, incidental or consequential damages resulting from omitted or inaccurate images, software or equipment malfunction, quality of the original document, delay in imaging documents for **COUNTY**'s role in software installation and maintenance, or for any other reason, except as provided herein. **USER** will indemnify, defend, and hold harmless **COUNTY**, its officers, officials, employees, boards, commissions, committees, and other agents against all liability for such loss, expense, or damage. Acceptance of any payment from **USER** will neither be construed as a waiver of **USER**'s default or breach of this Agreement, nor impair or prejudice **COUNTY**'s rights to recover damages and remedies as a result of such default or breach. The parties agree that this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of Wisconsin.

9. **USER** agrees to allow **COUNTY** the opportunity at reasonable times during regular business hours upon at least two (2) weeks' advance notice to inspect and review any and all equipment, including, by way of illustration, computer hardware, software, peripherals, Internet service provider (ISP), and telephone lines to ensure that no part of **USER**'s system will damage or adversely impact the records and data on **COUNTY**'s system and that **USER** is appropriately paying all fees required under this Agreement. **COUNTY** will allow **USER** the opportunity at reasonable times during regular business hours to inspect all data information upon which **COUNTY** has calculated the overage and print charges set forth in Paragraphs 3 and 4, above.

10. The document data base accessed through this system is not to be construed as true and complete; rather it is a working copy, subject to errors, omissions, and future modification.

11. **USER** shall not assign or transfer any of its interests or obligations in this Agreement without prior written consent of **COUNTY**. Records and data obtained pursuant to this Agreement are for **USER**'s internal use only. **USER** agrees they will not sell, loan, copy, market, distribute or otherwise provide public information obtained under this agreement without the express written consent of **COUNTY**, and **USER** shall not acquire any proprietary rights to computer program information. **USER** may, however, attach hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions, to its customers.

USER agrees that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by any sale or distribution of public information and therefore agrees to pay five thousand (\$5,000) dollars in liquidated damages for each breach. Each document sold or distributed constitutes a separate breach.

12. **USER** agrees they will not data scrape or data harvest, or engage in any like activity, in the Laredo program or any other system used, maintained or owned by **COUNTY**. A “data scrape or harvest” occurs when a computer program extracts data from a human-readable output from another program. A data scrape or data harvest may be viewed as theft under applicable Wisconsin Statutes and subject to criminal penalties. **USER** agrees that any data or information obtained from **COUNTY** under this agreement remains the sole property of **COUNTY**. **USER** agrees that it will not sell, distribute, reproduce, market or in any way re-use such data or information as independent “stand-alone” information without the express written consent of **COUNTY**.

USER agrees not to access, or attempt to access, any information on **COUNTY**'s system other than that provided pursuant to this Agreement. If **USER** or any of **USER**'s officers, employees, or agents access or attempt to access information on **COUNTY**'s system other than that explicitly permitted by this Agreement, **USER** shall immediately notify **COUNTY**'s Information Technology Director. **USER** shall not modify or use such information for any purpose. If **USER** violates the terms of this Paragraph or any other provisions of this Agreement, **USER** understands and agrees that it will be liable for all damages incurred as a result of such unauthorized access, including, without limitation, damages related to the destruction or manipulation of any data, equipment, or software, including any incidental or consequential damages. **COUNTY** reserves the right to terminate this Agreement immediately upon any violation of the terms of this Paragraph or any other provisions of this Agreement.

13. Notices, invoices, and other correspondence related to this Agreement shall be deemed delivered as of the date of postmark if sent by first class mail, postage prepaid. It shall be the duty of a party changing its address to notify the other party in writing.

14. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. It is also expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, venue of any legal action shall be a Wisconsin Circuit Court, other than Sheboygan County, that is not inconvenient for **COUNTY**.

15. The entire agreement between the parties is contained in this document. This Agreement supersedes all prior agreements between the parties on the same subject. No modification to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

16. **USER** represents that the person signing this Agreement has the authority to bind **USER** to the terms of this Agreement.

Signed at Sheboygan, Wisconsin, on the dates indicated after the signatures.

COUNTY

USER

Ellen R. Schleicher, Register of Deeds

Signature & Title

Dated: _____

Printed Name

Dated: _____

