

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.9)

This Agreement is made this _____ day of _____, 2024, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and LIVINGSTON COUNTY, MI (the "CLIENT").

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

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

ARTICLE I - GENERAL TERMS

- 1.1 Term: The term of this agreement shall commence on January 1, 2025 and shall continue to December 31, 2027, unless terminated earlier in accordance with Section 2.7 of this agreement.
- 1.2 COMPUTER SYSTEM: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.3 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to LIVINGSTON COUNTY, MI. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.

- 1.4 DELIVERY: FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Livingston County
Register of Deeds Office
200 E Grand River Ave
Howell, MI 48843

ARTICLE II - SOFTWARE LICENSE

- 2.1 PROPERTY RIGHTS: CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 LICENSE: FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
 - B. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
 - C. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 PROTECTION OF LICENSE: FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.

- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.
- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:** The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.
- A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.
- B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- 2.6 **SOFTWARE MAINTENANCE:** FIDLAR'S CountyCare© software maintenance service and support is included without any additional cost (See Schedule A). CountyCare© software maintenance service is mandatory.
- 2.7 **TERM AND TERMINATION:** The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only.

In the event any of the software provided by Fidlar under this agreement fails at any time during the term of this agreement to operate, and such failure is due to a defect in such software and FIDLAR has not corrected such defect(s) within ten (10) business days of receipt of notice thereof from the CLIENT or within such longer period of time as mutually agreed to by FIDLAR'S and the CLIENT'S authorized representatives the CLIENT may terminate this agreement on five (5) business days prior written notice to FIDLAR. Upon such termination CLIENT shall have no further liability for future payments due after such termination, but such termination shall not relieve the CLIENT of its obligations to make payments to FIDLAR of all sums due and owing up to the effective date of termination. IN the event the CLIENT terminates this agreement as authorized herein the CLIENT will, after ten (10) days after the effective date of termination, certify in writing to FIDLAR that through its best efforts and to the best of its knowledge the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only

ARTICLE III

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
- A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
 - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
 - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
 - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
 - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.
 - F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
 - G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
 - H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
 - I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
 - J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.
- 3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches

b. Notice to CLIENT:

Livingston County
Register of Deeds Office
200 E Grand River Dr
Howell, MI 48843-2267

- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of the State of Michigan.
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.11 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.
- 3.12 **NONDISCRIMINATION:** FIDLAR and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this Section 3.12 shall be regarded as a material breach of this agreement.
- 3.13 **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed that FIDLAR is an independent contractor. The employees, servants, agents and assigns of FIDLAR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the CLIENT and shall not be entitled to any fringe benefits of the CLIENT, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. FIDLR shall be responsible for paying all salaries, wages and other compensation which may

be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxed, to the proper Federal, State and local governments.

- 3.14 The following schedules are incorporated by reference herein.
 - a. Schedule A - Land Records System LifeCycle Program
 - b. Schedule B - Left Intentionally Blank
 - c. Schedule C - Declined > Hardware Maintenance Services Provided by Fidlar Technologies
 - d. Schedule D - Remote Access / Community Outreach
 - e. Schedule E - Hardware, Software & Services
 - f. Schedule F - Left Intentionally Blank

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTED:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

Land Records System LifeCycle Program

Payment Amount and Schedule

Fidlar Technologies Product\Service Description	Cost
AVID	<i>Year 1 - \$89,108.00 Year 2 - \$89,108.00 Year 3 - \$89,108.00</i>
AVID Software	Included
eRecording	Included
Redaction	Included
OCR via iNspect	Included
Search for Public Workstations	Included
Any Future Land Recording Software System	Included
Iris	Included
Anchor	Included
Swift	Included
Future Software Modules defined by Fidlar as LifeCycle	Included
<i>CountyCare Support Unlimited Support Calls</i>	Included
<i>Laredo & Tapestry (See Schedule D for remote access)</i>	<i>No Change to Current Plan</i>
Implementation Services	<i>Included</i>
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data and Image Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
<i>Community Outreach Products</i>	<i>Included</i>
Property Fraud Alert	Included
Monarch	Purchased
Honor Rewards	Included

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE AND MAINTENANCE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID for the purpose of recording land records documents
- ◆ The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- ◆ CountyCare© Software Maintenance

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidlar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidlar developed remote access products except as outlined in Schedule D of this contract

TAXES:

It is expressly understood and agreed that the CLIENT is a municipal corporation and political subdivision of the State of Michigan and as such has tax exempt status and shall not pay any taxes from which it is exempt

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE B

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE C

Hardware and Maintenance Services Provided by Fidlar Technologies

(List of equipment being purchased here):

NEW AGREEMENT *: First-year hardware service cost: \$

PRE-EXISTING AGREEMENT *: Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.

DECLINE SCHEDULE C:

*** This amount will be billed upon completion of installation.**

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidlar Technologies will cover all repairs and/or replacement of this hardware. Fidlar will also re-install, at no cost to the customer, all Fidlar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidlar software applications is billable if Schedule C is declined.)

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule D

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Per-Minute Plans	Fidlar License Fee to County per UserID Subscription
0-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.0825 per minute overage
501-1000 minutes	\$93/mo and 0.066 per minute overage
1001-2000 minutes	\$113/mo and 0.055 per minute overage
2001 and up	\$126/mo

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

The Client understands that it is empowered to charge fees to end users pursuant to Michigan Compiled Laws section 15.443 and other applicable law and hereby assigns to Fidlar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

The Client understands that end-user access fees for Laredo are set by the county.

TAPESTRY

The Client has the option to participate in Fidlar's Tapestry General Public Access System by permitting their information to be made available through the Fidlar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidlar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidlar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidlar agrees to pay Client:

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry are set by Fidlar. Fidlar will notify Client at least 30 days in advance before such fees are changed.

OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses and/or certified land records documents (at Client's discretion), accept payment and validate requestor identify.

ORO PRICING

Client determines base pricing for each document type made available via ORO.

Fidlar will charge the ORO website visitor a convenience fee of \$10.00/certificate order (includes copies)

Fidlar will credit Client's account \$2.50/per convenience fee charged.

Client agrees to put a link to www.officialrecordsonline.com from their website for the online ordering of these document types.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com. Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidar-managed web site and service. Fidar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidar’s Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidar’s Honor Rewards program includes:

- Creation and maintenance of your county’s page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is Client’s responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

BUYER REPRESENTS THAT THIS SCHEDULE ‘D’ HAS BEEN READ AND IS ACCEPTED:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE E

Agreement as to Hardware, Software, and Services

The following is a complete listing of all 3rd party hardware and software, and all other software and services associated with this agreement:

It is the Client's responsibility to interpret 3rd party software licensing requirements and to purchase the necessary legal copies of 3rd party software. It is also the Client's responsibility to purchase additional software licenses if required due to changes in the number of users or other factors.

NOTE: Fidlar Technologies has provided recommendations and/or is providing pricing below for 3rd party software based on input from the Client.

3RD PARTY SOFTWARE:

LeadTools OCR Software (1 licenses required)	\$NA
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The above costs are included in Schedule A.

DATA CONVERSION:

Cost for data conversion does not include any additional fees your current vendor may charge.

Please note: Fidlar requests data to be supplied to us in flat ASCII format. If data is not supplied in this requested format, additional charges may apply.

IMAGE CONVERSION:

Cost for the image conversion does not include any additional fees your current vendor may charge.

Please Note: Conversion costs assume images have been supplied to Fidlar conversion personnel as individual Group IV TIFF images. Included with the images must be an index complete with document numbers and page numbers. If images and data are not supplied in this requested format, additional charges may apply.

BACKUPS OF DATA AND IMAGES:

As part of the training process, someone on your staff (or IT staff) will be trained in the process of managing, and verifying, the backups of your data and images utilizing the backup software you purchase (see below for recommended software). It is the Client's responsibility to regularly verify the success of the backups - Fidlar Technologies strongly recommends you verify the backups at least weekly.

ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- ◆ Anti-Virus protection: Symantec Norton Antivirus and McAfee Antivirus are both utilized throughout the industry and are recognized by Fidlar Technologies as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- ◆ Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- ◆ It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.

HARDWARE RECOMMENDATIONS:

NOTE: This information is for reference purposes only - These items are not included in this contract.

(Included in separate attachment)

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE F

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

