

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this day of \_\_\_\_\_, \_\_\_\_\_, by and between KEWAUNEE COUNTY, a municipal corporation being a political subdivision of the State of Wisconsin, having its principal offices located at 810 Lincoln Street, Kewaunee WI 54216, (hereinafter COUNTY), and \_\_\_\_\_, whose address is \_\_\_\_\_ (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, 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;

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

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.

This Agreement shall begin on \_\_\_\_\_, and the initial term shall run through December 31 of the following year. This Agreement shall then automatically renew on identical terms for successive one- (1) year periods, unless otherwise agreed by the parties. 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 make annual rate adjustments of five percent (5%) or less, which adjustments shall not constitute termination by COUNTY.

USER shall pay COUNTY a deposit of One Hundred Dollars (\$100.00). Access to document details will incur a charge of 50¢ per document. To view or view and print images, the statutory fee of \$2 for the first page and \$1 for each additional page will be credited against your account. Viewing document details and/or images multiple times during the same login session will not be assessed multiple fees. Should the balance fall below an amount equal to the cost to view details or an image, access to document details and/or image will be denied by the system. Upon request, COUNTY will provide USER with a report of system usage.

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.

The Register of Deeds will use best efforts to achieve prompt entry of data.

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.

COUNTY will provide to each USER a unique username and password for access to the COUNTY's system. Only current employees of USER who are adequately trained to access and use COUNTY's system will use the user name and password. USER agrees not to disclose the username and password to other persons. COUNTY reserves the right to change USER's username and password if in COUNTY's sole discretion a username and password change is necessary to maintain the integrity of the system. In the event COUNTY changes USER's username and password, COUNTY will inform USER at the earliest practical time.

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 rescan 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 other users of such error. 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. 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.

USER agrees to allow COUNTY the opportunity at reasonable time 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.

The document database 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.

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 and are not to be resold, loaned, copied, or otherwise provided to or for any third party. USER may, however, attach hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions, to its customers. For each violation of this Paragraph, USER will pay liquidated damages to COUNTY equal to three times the price the third party would have paid to COUNTY for such service or documents.

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 Systems' 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.

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.

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.

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

For KEWAUNEE COUNTY  
Dated:

For  
Dated:

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