



Winnebago County, WI Register of Deeds

3-Year Land Records Life Cycle Extension

This Extension is made this ____ day of _____, 2020 between Winnebago County, WI and Fidlar Technologies (“Fidlar” and “Provider”). Winnebago County, WI and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated October 11, 2017 between Winnebago County, WI and Fidlar (the “Agreement”) is hereby extended for a 3-year period commencing on 12/1/2020 and terminating on 11/30/2023. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3-year term of this Extension.

Term and Termination carried over from prior agreement: This agreement may be terminated upon sixty (60) days written notice by CLIENT in the event a material defect occurs in the software which substantially interferes with the intended uses of the Winnebago County Register of Deeds, provided that FIDLAR shall have the opportunity to cure the defect within the sixty (60) day notice period.

1. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
2. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
3. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the



proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.

3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.

4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.

5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.

6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.

7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

4. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
5. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.



SOFTWARE SERVICES SUMMARY

Fidlar Technologies Product\Service Description	Cost
AVID	<i>Year 1 - \$70,753.00 Year 2 - \$70,753.00 Year 3 - \$70,753.00</i>
Receipting (cashiering)	Included
Indexing	Included
<i>eIndexing Functionality (OCR)</i>	Included
SSN Redaction Batch Processing	Included
Manual Interface	Included
Automated Verification Functionality	Included
<i>iScan - Scanning Module</i>	Included
Magnetic Image Management	Included
<i>eRecording Catcher</i>	Included
<i>FC Customs - Import\Export Data</i>	Included
<i>Property Fraud Alert Service</i>	Included
<i>Laredo & Tapestry</i>	<i>See Schedule D</i>
Implementation Services	<i>Included</i>
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
<i>Recommended Hardware Specifications</i>	Not Included
<i>LifeCycle Annual Maintenance</i>	<i>Included</i>
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

3 YEAR PAYMENT MILESTONES AND DATES:

LifeCycle Payments would continue to be invoiced on same schedule for the next 3 years:

2020-2021 - \$70,753.00

2021-2022 - \$70,753.00

2022-2023 - \$70,753.00

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE 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 Fidar Technologies product developed to replace AVID for the purpose of recording land records documents

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

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware to operate AVID.
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidar 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 Fidar developed software products
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Explicit omission of any add-on modules not included in this contract.

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:

WINNEBAGO COUNTY, WI

FIDLAR TECHNOLOGIES

Dated:_____

Dated:_____

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Dated:_____

By:_____

Resident Agent:_____

Name:_____

Address:_____

Title:_____

City/Zip Code:_____