



## SCHEDULE G - Amendment

### Monarch Product DESCRIPTION and Distribution:

THIS SCHEDULE IS AN EXTENSION OF THE CONTRACT SIGNED BY WINNEBAGO COUNTY ON THE 10TH DAY OF OCTOBER, 2002. ALL TERMS AND CONDITIONS FROM THAT AGREEMENT AND THE SCHEDULES INCLUDED WITHIN IT (SCHEDULES B THRU E) APPLY TO THIS ADDITIONAL SCHEDULE.

#### **Payment Terms:**

Monarch Installation Price - N/A

#### **Billing Milestones:**

- ◆ None

#### **FIDLAR TECHNOLOGIES MONARCH SERVICE INCLUDES:**

- ◆ The use of Fidlar's Monarch Data Distribution software product during the life of this contract.
- ◆ Fidlar will require your consent for each new subscriber by asking you to authorize an addendum to this agreement that outlines who the subscriber is, and if different from this Schedule G, what fee you would like to receive from the transaction, and what security options and data access options you grant that particular subscriber.
- ◆ Fidlar agrees to issue a credit to the County, net of the Monarch licensing fees and services provided, on a monthly basis.
- ◆ County can request Fidlar to terminate access to any subscriber at any time or change the terms of the access fees or security options at any time.
- ◆ Fidlar will install Fidlar's Monarch data distribution system [at your location in order to access information from your Fidlar production system or at our location in order to access information from your replicated system] and this system will be used to provide access to your information by subscribers during the life of this agreement.
- ◆ Fidlar will provide to the subscribers all necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.
- ◆ Fidlar will provide the County with project management, installation, configuration, support, and ongoing configuration of new subscribers as required for the successful operation of the Monarch system.
- ◆ County agrees to the terms of the grandfathered subscribers as outlined below.
- ◆ The use of any future software product Fidlar may develop to replace Monarch for the purpose of data distribution.



**FIDLAR TECHNOLOGIES MONARCH SERVICE DOES NOT INCLUDE:**

- ◆ Any form of ownership of Fidlar developed software products.

**DIRECT MARKETING:** Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with specific permission from County.

**TERMINATION:** Either Party can terminate this agreement, without cause, by providing 30 day written notice.

**PRICING:**

- Day Forward Images: \$.18/image

The Client understands that it is empowered to charge reasonable fees to end users pursuant to Wisconsin Statute section 59.43 and other applicable laws and provisions and hereby assigns to Fidlar the amount of \$0.03 per document image of end user fees as an actual cost to the Client during the term of this Agreement. The Client has determined that the fees charged to end users are reasonable.

**SECURITY OPTIONS available:**

- Images available 7 days after Recording
- Day forward images
- All document types excluding restricted document types unless specified

**Watermark diagonally on images:**

“Licensed to “COMPANY NAME” and not for sublicense, relicense, sale, resale or any other transfer”

**GRANDFATHERED AGREEMENT:** Companies that will be installed after Grandfathered period expires in 2020. County will contact Fidlar at the time Grandfathered Companies will be moved to Monarch.

Company Name	Image and Financial Terms	Grandfathered term *
Assurance Title Service Inc.	County to supply images and invoice	9/1/2020
First American Title - Evans Title Division	County to supply images and invoice	9/1/2020
Black Knight Financial Services	County to supply images and invoice	9/1/2020

\*Grandfathered term being equal to 18 months after per-image fees are approved by Winnebago County Board.



BUYER REPRESENTS THAT THIS SCHEDULE G AMENDMENT HAS BEEN READ:

WINNEBAGO, WI COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Monarch Data Distribution and Services Agreement - Private Sector

This Exhibit is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between FIDLAR TECHNOLOGIES (FIDLAR), and DATA ABSTRACT SOLUTIONS, INC. (the "CLIENT"). This exhibit is intended by the Parties to be part of the Monarch Service Agreement between CLIENT and FIDLAR dated the 21<sup>ST</sup> day of November, 2012 (the "MSA DATE") as if part of the same document.

This Exhibit pertains to Monarch service for WINNEBAGO COUNTY, WI (the "COUNTY").

In case of a conflict between the terms of this Exhibit and the Monarch Service Agreement dated MSA DATE, to the extent that said conflict relates solely to COUNTY, the terms of this exhibit shall control. This exhibit is intended to relate only to Monarch service in COUNTY, and in no way is intended to alter the Monarch Service Agreement dated MSA DATE between the Parties or for any other County.

## RECITALS

- A. CLIENT desires to license from COUNTY its data and has retained FIDLAR to provide a service for the purpose of access to Register of Deeds' Information as outlined below.

## TERMS OF AGREEMENT

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

This Monarch exhibit includes the following services:

-COUNTY day-forward document images made available to CLIENT on a daily basis

The document images will be accessed by CLIENT with the following security features:

- Information will be made available 7 days after recording
- Restricted document types including but not limited to vitals records etc. will not be included
- Images will be watermarked diagonally with text

**"Licensed to "DATA ABSTRACT SOLUTIONS, INC" and not for sublicense, relicense, sale, resale or any other transfer"**

Pricing for the data and the distribution services is as follows:

-Day-Forward document images streamed to CLIENT; \$.18 per image

Pricing for access to the information outlined above is determined by the COUNTY as is any requested security options such as watermarks, watermark language, and watermark location.

The CLIENT understands that the COUNTY is empowered to charge reasonable fees to end users pursuant to Wisconsin Statute section 59.43 and other applicable laws and provisions. The COUNTY has determined that the fees set forth above are reasonable.

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

**ACCEPTED:**

DATA ABSTRACT SOLUTIONS, INC.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

## EXHIBIT A

### Monarch Data Distribution and Services Agreement - County

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between FIDLAR TECHNOLOGIES (FIDLAR), and WINNEBAGO COUNTY, WI (the "CLIENT").

## RECITALS

- A. FIDLAR designs, develops, and licenses a data distribution software program and service called Monarch and FIDLAR has entered into an agreement dated Date of Exhibit A to PS Agreement with DATA ABSTRACT SOLUTIONS, INC. to provide data distribution services on behalf CLIENT.
- B. CLIENT desires to license to DATA ABSTRACT SOLUTIONS, INC. its document images and / or index data and has retained FIDLAR to provide the Monarch data distribution software and service to DATA ABSTRACT SOLUTIONS, INC. on behalf of CLIENT.

## TERMS OF AGREEMENT

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

This Monarch agreement includes the following services:

-CLIENT document images streamed to DATA ABSTRACT SOLUTIONS, INC. on a daily basis

The document images will be streamed to DATA ABSTRACT SOLUTIONS, INC. with the following features:

- Information will be made available 7 days after recording
- Restricted document types and vital records will not be included
- Images will be watermarked with text

**"Licensed to "DATA ABSTRACT SOLUTIONS, INC" and not for sublicense, relicense, sale, resale or any other transfer"**

Pricing agreed upon with DATA ABSTRACT SOLUTIONS, INC. for the image distribution service is as follows:

- Day-Forward document images streamed to DATA ABSTRACT SOLUTIONS, INC.; \$.18 per image

**Billing and Payment to County:**

-FIDLAR will bill DATA ABSTRACT SOLUTIONS, INC. on a monthly basis for the previous month's activity; invoices will be due 30 days net on CLIENT's behalf.

-FIDLAR will hold on account for the county in the amount of

\$ .15 per DOCUMENT IMAGE

The CLIENT understands that it is empowered to charge reasonable fees to end users pursuant to Wisconsin Statute section 59.43 and other applicable laws and provisions and hereby assigns to FIDLAR the amount of \$0.03 per document image of end user fees as an actual cost to the CLIENT during the term of this Agreement. The CLIENT has determined that the fees charged to end users are reasonable.

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

**ACCEPTED:**

WINNEBAGO COUNTY, WI

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_