

AGREEMENT

ACCESS TO CASS COUNTY, INDIANA

RECORDERS REAL ESTATE RECORDS

The undersigned customer, _____, wishes to contract for the provision of services from the Recorder's Office of Cass County, Indiana, hereinafter referred to as "Recorder" for on-line access to a real estate database called "LAREDO" provided Recorder through an agreement with Fidlar Software. Customer wishes to use the internet gateway made available by the Recorder of Cass County, Indiana, as a service of that office.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which the Recorder will provide services to Customer.
2. Recorder reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion or interruption of any such service.
3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications oral or written. This agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Recorder shall be entitled to announce online or in writing, changes to the network, to the services provided, to the prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer disagrees with such changes or such pricing, Customer upon written notice, shall have the right upon receipt of such notice, to terminate its participation in this agreement.
4. Conditions of Use.
 - a. Hours of Service: Service will be provided to Customer, on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Recorder at its sole discretion.
 - b. Recorder will establish a customer account and number, and will issue a password to Customer in order to access the database requested and available. Customer is responsible for preserving the secrecy of its password and for insuring that access to the service and use of its password are controlled by it and that in those instances where Customer feels that the password is compromised, that notification to Recorder and a request of change of password shall immediately be given.

- c. Customer warrants and agrees that customer shall not data scrape/web scrape/data harvest/ web harvest or data mine or anything similar to any system used, maintained or owned by the Recorder. A "data scrape/web scrape/data harvest/web harvest or data mining" occurs when a computer program has extracted data from a human-readable out-put coming from another program. A breach of this paragraph shall result in a revocation of this Agreement. Furthermore, Customer agrees that it will not be issued access to the Recorder's information for a minimum of one (1) year if this provision is violated. Customer agrees that any data scrape/web scrape/data harvest/ web harvest or data mining may be viewed as theft and may be punishable under the laws of the State of Indiana or any other applicable law, federal or otherwise.
 - d. Both Recorder and Customer agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by a material breach of this Agreement. Therefore, the Recorder and Customer agree that, in the event the Customer has breached this Agreement, Customer shall pay to the Recorder the amount of \$10,000.00 in liquidated damages for each breach. For the purposes of this Agreement, a breach shall be defined as the sale, distribution, reproduction, marketing or reuse or unauthorized access of any single document or of the information obtained herein. Each document sold, distributed, reproduced, reused or acquired without proper authorization constitutes a separate breach. The Recorder and Customer further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Recorder due to any such breach. The Customer also agrees that nothing in this section is intended to limit the Recorder's right to obtain injunctive or other relief as may be appropriate.
5. Limitations of Liability
- a. The databases are not to be relied on to be a true and complete record, but rather a working copy of work in progress subject to error, omission and further modifications.
 - b. The remedies set forth in this agreement are exclusive and in no event shall the Recorder of Cass County, its Commissioners, agents or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of revenue, whether such damages arises out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by customer for the services in connection with which a claim of liability is asserted or imposed.

Customer specifically understands and recognizes that the system by which these services are offered is experimental and may experience problems of various kinds resulting in an inability to provide such services.

- c. Customer agrees that Recorder, Cass County, Commissioners, or officers, agents or employees, will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold Recorder, Cass County, Commissioners and its officers and agents harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.
- d. Recorder shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database providers or by other providers.
- e. No action or suit, regardless of form other than an action for payments due Recorder, arising out of the transactions pursuant to this agreement may be brought by either party more than one year after the cause of the action accrues.

6. Warranty

- a. Recorder makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Recorder and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this agreement, no warrant or representation is made or implied as to such.
- b. Customer warrants that it is aware and will comply with all applicable federal, state or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Recorder.
- c. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon.

7. Rates Charged

- a. Customer upon request for services will pay to the Recorder as set forth in the rate schedule for access for one terminal for the plan selected:

	PLAN MINUTES	MONTHLY CHARGE	OVERAGE
I	0-250	\$50.00 per month	.20 per minute
II	251-1000	\$100.00 per month	.15 per minute
III	1001-3000	\$200.00 per month	.12 per minute
IV	Unlimited	\$250.00 per month	

Each time a Customer selects "print" in Laredo, the Customer shall be charged a fee of \$1.00. The parties agree that the \$1.00 charge is a reasonable fee based on the capital investment and necessary maintenance required to make Laredo accessible to its users. The \$1.00 charge shall apply regardless of whether the Customer prints a hard copy or saves the record to an electronic file.

- b. The Customer will receive a billing statement at the beginning of each month and said payment for services is due by the 25th of each month of receiving the statement, for services to be received for the next month plus any charges for overage minutes incurred. Customer shall make all checks payable to the Cass County Recorder and mail to Cass County Recorder's Office, 200 Court Park, Rm 102, Logansport, IN 46947 or by credit card either within the office or over the phone. If the payment has not been received by the Recorder before the start of the usage month, service will be terminated to Customer.
8. General Conditions
- a. Waiver. The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Recorder shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Recorder's right to performance of any such term or terms in the future.
 - b. Amendment. This agreement, and any exhibits attached hereto, may be amended only by the mutual written consent and execution of the parties.
 - c. No other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
 - d. Severability. If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
 - e. Governing Laws. This agreement shall be governed by and construed according to the laws of the State of Indiana as such laws are applied to contracts made and to be performed entirely in Indiana, and all action hereunder shall be brought in the Cass County Circuit Court in Logansport, Cass County Indiana and in no other jurisdiction.
 - f. Assignment. Customer shall not subcontract any computer data access rights of the Customer made available under this Agreement. This agreement is not assignable

or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. Recorder may assign this Agreement and/or the payments due to Recorder without notice or requirement for Customer's permission or approval.

- g. Recorder and Customer, respectively, bind themselves, their partners, successors, assignees, and legal representatives of the other party to the Agreement and to the partners, successors, assignees, and legal representatives or such other party with respect to all covenants of this Agreement.
9. Pursuant to Indiana Code 22-9-1-10, neither the COUNTY or the CUSTOMER nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
10. A. Termination With Cause. This Agreement may be terminated by the Recorder, with cause, without prior written notice, upon its reasonable belief that cause exists. "Cause" as used in this section includes any violation of law relating to use of the data and information provided through this Agreement or violation of any terms of this Agreement, including, but not limited to data scrape/web scrape/data harvest/web harvest or data mine. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination. The Recorder reserves the right to prohibit Subscriber from entering into another agreement for a minimum of one (1) year when Subscriber's prior agreement is terminated with cause.
- B. Termination Without Cause. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice, starting on the first (1st day of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

Date: _____

Customer Signature

Printed Name

On behalf of _____

(if applicable)

Billing Address

Physical Street Address

City / State / Zip Code

City / State / Zip Code

Billing e-mail address:

Billing telephone number(s): _____

Please state your reasons needed for this service:

Date:

Beth Liming, Cass County Recorder

Cass County, IN Laredo Subscriber Information

Name of User _____

Title _____

Name of Company _____

Street Address _____

City, State, Zip Code _____

Phone Number of User _____

User Email Address _____

Date _____

Signature _____

Cass County Laredo Pricing: (select one plan)

- | | | | |
|--------------------------|--------------------------|----------------|----------------------|
| <input type="checkbox"/> | I 0 - 250 Minutes: | \$50.00/Month | (\$0.20/Min Overage) |
| <input type="checkbox"/> | II 250 – 1000 Minutes: | \$100.00/Month | (\$0.15/Min Overage) |
| <input type="checkbox"/> | III 1001 – 3000 Minutes: | \$200.00/Month | (\$0.12/Min Overage) |
| <input type="checkbox"/> | IV Unlimited: | \$250.00/Month | |

- Print Fees are \$1.00/Page

(Please enter Username and Password of your choice below. There are no length or character requirements for these values)

Username _____

Password _____