

License Agreement

This **LICENSE AGREEMENT** is made between:

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| COUNTY Kewaunee County 810 Lincoln Street Kewaunee, WI 54216; and | USER _____ _____ _____ |
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WHEREAS, County maintains a Register of Deeds Office as required by the Wisconsin Statutes; and

WHEREAS, User desires to secure online access to certain documents pertaining to real property from the Register of Deeds as permitted by the Wisconsin Statutes.

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual promises set forth herein, the parties agree as follows:

1. County will provide User a license for online 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 online access.
2. This Agreement is effective on _____ and ends on the 31st day of December the following year. This Agreement shall automatically renew on identical terms for successive one (1) year terms, unless otherwise agreed by the Parties. Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice. County reserves the right to make annual rate adjustments of not more than five percent (5%), which shall not constitute termination by County.
3. User shall pay County a deposit of one hundred dollars (\$100.00). Access to document details will incur a charge of fifty cents (50¢) per document. To view or view and print documents, the statutory fee of two dollars (\$2.00) for the first page and one dollar (\$1.00) for each additional page will be credited against your account. Viewing document details and/or documents multiple times during the same login session will not be assessed multiple fees. Should User's balance fall below an amount equal to the cost to view details or a document, access to document details and/or documents will be denied by the online system. County will provide User with a report of system usage upon request.
4. County will use its best efforts to keep the online system available twenty-four (24) hours per day, seven (7) days per week, including holidays. County will use its best efforts to enter data and records 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 because of system malfunctions, system maintenance, staff and technical support availability and other reasonable causes. User agrees County is not liable for any damages User may occur because the system is unavailable at any given time.
5. The obligation to provide online access as detailed in this Agreement is secondary to the Register of Deeds Office fulfilling its duties prescribed by law. Events beyond the control of County, including but not limited to weather emergencies, power failures, or equipment failures, 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.
6. County will provide User a unique username and password for access to County's system. Only current employees of User who are adequately trained to access and use County's system are permitted to use the username and password. User agrees not to disclose the username and password to other persons or entities. 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 County's system. County will notify User of any change of the username and password at County's earliest convenience.

7. The data and documents provided pursuant to the terms of this Agreement is not to be considered true and complete; rather it is a working copy, subject to errors, omissions and future modification. User will promptly notify County of any error or omission from County's data or documents provided pursuant to this Agreement. The Register of Deeds will promptly correct any errors or omissions as appropriate. COUNTY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE EXPRESS REPRESENTATIONS, WARRANTIES AND GUARANTEES CONTAINED IN THIS AGREEMENT. The Parties agree County has no liability to User or any other party for any loss, expense, or damage, including without limitation, incidental or consequential damages resulting from omitted or inaccurate documents, software or equipment malfunction, quality of the original document, delay in imaging documents, or for any other reason.
8. User will 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 not 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 and venue for any dispute will be the Circuit Court of Kewaunee County, Wisconsin.
9. User may not sublease or assign this Agreement in whole or in part without the prior written authorization of County. Any assignment or sublease made without the prior approval of County is void.
10. Documents 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. User will pay liquidated damages to County equal to three times the price the third party would have paid County for such data or documents for each violation of this Paragraph.
11. User agrees not to access, or attempt to access, any information on County's system other than as authorized pursuant to this Agreement. User shall immediately notify County if User is aware of any person, including User, accessing or attempting to access data or documents on County's system in a manner not authorized pursuant to this Agreement. User understands and agrees that User is liable for all damages incurred as a result of any unauthorized use or access of County's system caused by User including, but not limited to, the destruction or manipulation of data, documents, equipment or software including any incidental or consequential damages incurred by County.
12. County reserves the right to terminate this Agreement immediately upon any violation of the terms of this Agreement.
13. Nothing in this Agreement will constitute, or be considered, a limitation upon or a waiver of the privileges, immunities, and/or limitations on damages afforded County by State law including Wis. Stat. §893.80.
14. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes or modifications of this agreement shall be effective only when made in writing and executed by the parties.
15. User represents the person signing this Agreement has authority to bind User to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR KEWAUNEE COUNTY

FOR USER

Sign

Date

Sign

Date