

**LIMITED LICENSE ACCESS AGREEMENT
FOR USE OF COOK COUNTY RECORDER OF DEEDS
ENHANCED RECORDS DISTRIBUTION, RELATED SERVICES and SOFTWARE
LICENSE AGREEMENT**

This Agreement (herein "Agreement") is made as of _____, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport IA 52806 (herein "Fidlar"), and the County of Cook, a body corporate and politic, for and on behalf of the Office of the Cook County Recorder of Deeds, with its principal place of business at 118 N. Clark St, Chicago, IL 60602 (herein "County" or "CCRD") and shall be effective upon the date approved by the Cook County Board of Commissioners ("Effective Date").

In consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

- 1.0 **License.** Subject to the terms of this Agreement, CCRD hereby grants to Fidlar, and Fidlar hereby accepts, a personal, non-exclusive and nontransferable limited license to use the Data only for the purpose of performing the Services, as described herein, which includes making the Data available to third parties on the terms described herein, until this Limited License is Terminated pursuant to terms of this Agreement.
 - 1.1 **Grant of License:** Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement, and to use documentation therefor during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.
- 2.0 **Definitions.**
 - 2.1 **Acceptance:** The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 90 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.
 - 2.2 **Services:** An enhanced records distribution service (defined in greater detail in Section 3.0, that brings revenue to CCRD by Fidlar promoting and facilitating access to CCRD's Data by various subscribers in exchange for enhanced data access fees which are passed onto CCRD. Fidlar collects a licensing and support fee as a portion of those fees from County as a part of this service. In order to efficiently distribute CCRD information as securely as possible, and with minimal impact to County infrastructure, Services include the replication of CCRD Official Public Record information comprised of recorded document images and recorded document index information onto data storage facilities managed by Fidlar.
 - 2.3 **Maintenance and Support.** Any maintenance and support of the Services, including the release of Enhancements, may be provided in accordance with any provisions mandated by the CCRD.
 - 2.4 **Software:** The computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by

Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices. The term Software also includes, but is not limited to, the following Fidlar Software programs: Laredo, Monarch and Tapestry.

- 2.5 Terminate or Termination: Shall mean the ending of this Agreement with or without cause as the context allows.
- 2.6 Ownership, Reproduction, and Disclosure: The software is licensed, not sold, and remains the property of Fidlar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.
- 2.7 Sole Source / Non Exclusive: Fidlar acknowledges that this Agreement is non-exclusive and that County reserves the right to enter into similar licenses with other providers who provide substantially similar software and/or services. CCRD acknowledges that as to the use of Fidlar Software, that Fidlar is the sole source and the Fidlar Software is not transferable nor assignable by CCRD and may not be used by CCRD with other providers who provide substantially similar software and/or services. Fidlar shall make no representations that it is the exclusive provider for access to County Data and shall not in any way disparage anyone from entering into a similar agreement with County. Fidlar upon request of CCRD shall provide a written statement to CCRD that it may deliver to a third party acknowledging that Fidlar is not the exclusive provider for access to County Data.
- 2.8 Data: Certain data and images in the custody of CCRD.
- 2.9 Other Definitions: Other capitalized terms shall have the same meaning as set forth herein.

3.0 Agreement.

3.1 Terms.

- 3.1.1 Unique features, capabilities, and benefits of the Fidlar Technologies Monarch Enhanced Records Distribution Service. Our service includes the marketing efforts designed to increase the number of subscribers. We perform necessary documentation to sign up subscribers. Our Monarch service supports the necessary pricing mechanisms to comply with existing County remote access statutes. And has the flexibility to support most future changes in this area as well. We perform invoicing and collections of fees from subscribers. We cover bad debt from delinquent subscribers. If an open invoice is deemed uncollectable, County will still receive their revenue proceeds from that invoice. We cover all credit card processing fees should the subscriber pay with a credit card. We have existing relationships with nationwide potential subscribers to your information. We have extensive and long term relationships with many regional subscribers as well. We perform 100% of the support necessary to engage any subscriber and take all support calls on an on-going basis. Our Monarch enhanced distribution service supports subscribers that want information streamed to them on a go forward basis. A go forward subscriber wants information (images and/or index) for all documents recorded each day. Our Monarch enhanced distribution service supports subscribers that occasionally want a block of historic information. Our Monarch enhanced distribution service supports subscribers that only want enhanced access on demand for a particular document or specific search criteria. An on demand subscriber can search the index repository and/or can request a specific document image(s). To search the index they would access the Monarch services and supply criteria from an extensive list of options. We return to them the search results but limit them to 200 records. They can also use the service to request a document image for a specific document. Our Monarch enhanced service records and reports what information was provided to which subscriber. Our Monarch enhanced service will automatically send document updates to applicable subscribers if they have been sent the information in the past. Our Monarch enhanced service will allow for the distribution of document images

and/or document index information. Our Monarch enhanced service requires the subscriber who is requesting the enhanced access to information (does not apply to on demand access) to receive the information by first installing a free Fidlar created and supported software product at their location to 'catch' the information as it is sent. This model negates the need for the County to maintain a FTP site, negates the need for any type of access granted to the repository site, and adds a level of assurance that ONLY the intended recipient is receiving the information. Our Monarch enhanced service requires an on demand subscriber to include a valid and unique user ID and password with each request helping to stop fraudulent access using a wide variety of hacking technologies. Our Monarch enhanced service allows for the automatic charging to subscribers with different prices based on type of subscriber, who the subscriber is, etc if required. Our Monarch enhanced service includes the ability to distribute document images with a secure Watermark (language to be defined by CCRD) and the watermark language can be different for each Monarch subscriber. Our Monarch enhanced service includes access to our unique app (to be released in 2014) that will allow you to monitor basic access trends and will be expanded to include many additional capabilities. Our remote access enhanced service includes the availability to the general public of our end-user remote access tool Laredo. Laredo is designed for 'power users' of CCRD information. Our Laredo enhanced remote access service includes a powerful search tool and the ability to view and print images. The search tool includes the ability for the user to configure format options for the search results etc. Our Laredo enhanced remote access service includes the ability to watermark images with a standard watermark if that is desired. Our Laredo enhanced remote access service is a MS Windows application that easily downloads from our web site and automatically installed updates when available. Access requires an issued user ID and password available from our team here at Fidlar. Our Laredo enhanced remote access service supports a wide variety of pricing options and CCRD can modify pricing preferences on an as needed basis. Our remote access enhanced service includes the availability to the general public of our end-user remote access tool Tapestry. Tapestry is a centralized web site where ~200 counties participate and is visited by local occasional users and by nationwide search firms that prefer access to a number of counties at one location. Our Tapestry enhanced remote access service allows an occasional visitor to search, view, and/or print by using a valid credit card. Our Tapestry enhanced remote access service allows a frequent visitor to initialize an account with Fidlar and receive a single monthly invoice for all Tapestry activity. Our Tapestry enhanced remote access service allows for a pricing mechanism based on performing a search and/or for printing a document page(s). CCRD can make changes to those charging mechanisms as needed. Other than end-user subscribers utilizing Laredo or Tapestry, CCRD will be asked to authorize each Monarch subscriber BEFORE we provide them with access to CCRD information and CCRD can rescind that authorization for that subscriber when it desires. This Agreement allows CCRD to OPTIONALLY use the enhanced Monarch service at no additional cost for the two existing FTP clients; PropertyInfo & PropertyInsight. Using Monarch for these clients at no additional cost is predicated on CCRD doing the invoicing and collections AND CCRD must watermark the images being distributed to these subscribers through Monarch.

- 3.1.2 Unique features, capabilities, and benefits of the Fidlar Technologies Related Services – Information Replication of Official Public Record information. CCRD must continue to provide Fidlar the information (document images and document index information), on a daily basis as it has been. Only the information that is sent to Fidlar will be replicated. Document images are stored in an industry standard format (TIFF Group IV) Document images are stored in a multipage TIF format on portable storage devices that can be dispatched to CCRD for reloading in the event of a disaster recovery situation. County MUST provide Fidlar with a list of names of people that can request this information be delivered. Fidlar will personally deliver these devices to CCRD as soon as travel permits. Document index information is stored in an

industry standard format (MS SQL 2008). Fidlar would provide access to CCRD and needed vendors if there was a desire to redirect the current www.ccrd.info web site to our repository within 48 hours after the request is made. Information is stored on state of the art servers in a secure environment (both physical security and technological security). Up to 15TB of space will be provided to store CCRD information. Current repositories total ~12TB. Remote storage site can only be administered by Fidlar Employees with administration rights. Data repositories (both image libraries and index databases) are connected directly to the Internet backbone with up to 100GB internet performance capacity. Repositories can and will be used for enhanced remote access for a variety of users including Fidlars engaged as a part of this agreement

3.2 Pricing and Payment Milestones

- 3.2.1 Services provided pursuant to Agreement between subscribers and County will be collected by Fidlar. Fidlar shall remit eighty (80%) percent of fees billed above and beyond the information replication fee (outlined below) for such Services to County on the fifteenth (15th) day of each quarter of each year (January 15, April 15, July 15, October 15).

The information replication fee shall be as follows and is based on the number of Monarch enhanced service go forward subscribers billed by Fidlar:

1 - \$11,000/month

2 - \$8,000/month

3 - \$5,000/month

4 - \$2,000/month

5+ - \$0/month

- 3.2.2 Fidlar shall collect all fees for accessing County data, documents, images or other information pursuant to this Agreement and remit to County its portion of such fees. Fidlar will pay for the reasonable travel expenses of any Fidlar personnel required to travel to County's facilities to perform maintenance or support services.
- 3.2.3 County shall monitor all revenue earned on a monthly and/or quarterly basis. The monitoring process will include, but not limited to accessing the transaction system reviewing transactions, performing periodic verifications of the subscribers with the respective invoices billed; reconciling the amount received to the invoices billed; and documenting the review processes performed. Any discrepancies will be discussed with Fidlar for resolution.

4.0 Confidentiality:

- 4.1 Confidential Information shall include the Software and any other information which is designated by label or written notice. Confidential Information for purposes of this Agreement shall not include any information: i) which was known to the recipient or its employees prior to disclosure; ii) which comes into possession of recipient without breach of this Agreement from a third party who is under no obligation to disclose or to maintain the confidentiality of the information; iii) which becomes generally known and available to the public other than through the fault of recipient, its agents or employees; or iv) disclosed by discloser to a third party without restriction on disclosure.
- 4.2 County shall not use nor publish nor disclose to any third party the Software or any proprietary or Confidential Information received from Fidlar. Disclosure of Confidential Information is permitted on a need-to-know basis to employees or independent contractors retained to perform specific computer services that are subject to a written non-disclosure agreement. County agrees to use the same reasonable precautions to prevent the unauthorized use or disclosure of confidential

information of the other party's information that it would use to protect its own similar information. The parties agree that any violation of Section 4 shall constitute a breach of this License. The obligation of confidentiality shall survive the termination of this Agreement.

- 4.3 County agrees not to encumber, assign, sublicense, or otherwise transfer the Software, by operation of law or otherwise, in whole or in part, directly or indirectly, and not to exhibit, donate, barter, loan, or otherwise communicate the Software, to any other firm or person without the express written consent of Fidlar. County shall take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Software.

5.0 Indemnity.

- 5.1 Fidlar shall indemnify CCRD and hold it harmless against any and all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, as well as liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, penalties, reasonable attorneys' fees and costs of suit (collectively referred to as "Losses") that may arise solely from Fidlar's provision of the Services, but excluding any Losses based on actions or inactions of CCRD, or any of its employees, agents, vendors or contractors, or any breach by CCRD of this Agreement.
- 5.2 In the event either party is deemed liable for Losses arising out of or related to this Agreement, in no circumstance shall a party be liable to the other party for any incidental, special or consequential Losses, including, but not limited to, lost profits or employee lost time.

6.0 Termination Of License:

- 6.1 The term of this license shall continue for 12 months from the Effective Date as first above-stated and may be renewed, at the sole discretion of County, for one additional year.
- 6.2 Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidlar's written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed as applicable.
- 6.3 Upon termination of the license and direction from County, Fidlar will remove and delete any and all data (both document images and document indices) from its server environment within 30 days on request and provide County with a notice of completion.

7.0 **NO WARRANTIES. CCRD is providing access to the Data to Fidlar strictly on an "AS IS" basis AND CCRD MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE ACCURACY OF ANY LAW OR REGULATION CONTAINED WITHIN THE DATA, OR ANY WARRANTY AGAINST INFRINGEMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7.1 WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

- 7.1.1 Warranty. The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidlar. There are no warranties that extend beyond the description on the face hereof.
- 7.1.2 Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.
- 7.1.3 No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF FIDLAR WITH RESPECT TO THE SOFTWARE

- 7.1.4 **Infringement.** Should the Software become, or in Fidler’s opinion be likely to become, the subject of a claim of infringement of a copyright, patent or similar proprietary right, Fidler may at its option: (i) procure for County the right to continue using the Software, (ii) replace or modify the Software to make it non-infringing, or (iii) terminate this License and refund to County all license fees paid and pay to County all monies earned by County hereunder.
- 7.2 No Warranty/Guarantee Regarding Data or Images Accessed by Subscribers or Other Users via Software.
- 7.2.1 **COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE DATA, RECORDS, DOCUMENTS OR OTHER INFORMATION ACCESSED BY OR OTHERWISE PROVIDED TO SUBSCRIBERS OR OTHER USERS OF FIDLAR’S SOFTWARE.**
- 7.2.2 **ALL DATA, RECORDS, DOCUMENTS OR OTHER INFORMATION ACCESSED BY OR OTHERWISE PROVIDED TO SUBSCRIBERS BY FIDLAR VIA THE SOFTWARE ARE PROVIDED HEREUNDER “AS IS” WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE ACCURACY OF THE DATA OR ANY INFORMATION CONTAINED THEREIN, THE ACCURACY OF ANY SCANNING PROCESS USED BY COUNTY, THE ACCURACY OF DATA ENTERED BY ANY COUNTY EMPLOYEE, THE TECHNICAL PERFORMANCE OF ANY SERVICES PROVIDED BY COUNTY OR THE INFRINGEMENT OF ANY RIGHTS OF PRIVACY, TRADEMARK RIGHTS OR DISCLOSURE OF CONFIDENTIAL INFORMATION RELATED TO THE DATA. THE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) RELATED TO ANY DATA OR OTHER DOCUMENTS ACQUIRED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**
- 7.2.3 **DOCUMENTS PROVIDED THROUGH THE USE OF THE SOFTWARE ARE NON-CERTIFIED COPIES AND MAY OR MAY NOT BE TRUE AND CORRECT COPIES OF THE RECORDS OF THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.**
- 7.2.4 Fidler acknowledges that County, its respective employees, agents, vendors or contractors (“Indemnified Parties”) shall not be liable to Fidler, its subscribers or any other users of Software licensed hereunder for, any Claims related in any way to County data, documents, images or other information accessed, purchased or otherwise provided pursuant to this Agreement or the use or misuse of same and regardless of whether such Claims are due or related, in whole or in part, to: (1) the negligent acts or omissions or strict liability of the Indemnified Parties, (2) inaccuracies in the data, documents, images or other information; or (3) delayed provision of same. In the event any Indemnified Party is deemed by a court of competent jurisdiction to be liable in any manner for Claims arising out of or related to this Agreement, or Fidler’s or a subscriber’s use of the data, documents, images or other information procured hereunder, in no circumstance shall County be liable for any incidental, exemplary, special or consequential Claims, including, but not limited to, lost profits, lost savings, loss of good will, lost wages or late, delayed, failed or faulty title searches or real estate closings. Fidler shall assure that its subscribers are aware of the terms of this Section and agree to abide by such terms as a condition of accessing such County data, documents, images or other information.
- 8.0 **No Assignment of Agreement or License.** This Agreement and any rights or licenses granted to Fidler hereunder may not be assigned or transferred by Fidler without CCRD’s prior written consent and any attempt to the contrary is void, except for the provision of the Services which contemplate making the Data available to third-party subscribers.

9.0 Limitation on Liability. CCRD ASSUMES NO LIABILITY TO FIDLAR FOR THE DATA. HOWEVER, SHOULD LIABILITY FOR THE DATA SOMEHOW ARISE AND REGARDLESS OF THE FORM OF ACTION, CCRDs' TOTAL LIABILITY FOR DIRECT OR INDIRECT DAMAGES CONCERNING THE DATA SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL CCRD BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT RESULT AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Nothing in this paragraph shall excuse CCRD from its liability to Fidlar under Section 3.2.1. Fidlar shall have no liability for any claim of copyright, patent or similar proprietary right infringement based on:

- 9.1 Use of other than the latest unmodified release of the Software from Fidlar if such infringement could have been avoided by the use of the latest release of the Software, provided that County is notified by Fidlar that the earlier release of the Software is infringing, County is provided with a later release of non-infringing, compatible Software, and County elects to continue using such earlier release of the Software. Provided Fidlar uses its best efforts to install said software if requested by CCRD; or
- 9.2 Use or combination of the Software with any non-Fidlar programs or data provided that the Software is non-infringing when used without such non-Fidlar program.
- 9.3 Fidlar shall not be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss by County whatsoever, even in the event of the fault of Fidlar, of tort (including negligence), strict or product liability, breach of contract or breach of warranty.
- 9.4 Costs. If suit is brought or an attorney retained by either party to enforce the terms hereof, collect any monies due under, or collect damages for breach of, this Agreement, neither party shall be liable to the other for reimbursement for reasonable attorney fees, court costs or other related expenses incurred in connection therewith.

10.0 Dispute Resolution, Governing Law and Jurisdiction.

- 10.1 This Agreement, all transactions executed hereunder and the legal relations between the parties shall be governed and construed solely in accordance with the laws of the State of Illinois, without reference to its conflict of laws rules.
- 10.2 Both parties, to the fullest extent allowed by law, hereby consent to the non-exclusive in personam jurisdiction of the state and federal courts situated in Chicago, Illinois in the event it is necessary to enforce an arbitral award, or litigate a claim.

11.0 Miscellaneous Provisions.

- 11.1 Notices. All notices and demands required or permitted under this Agreement shall be in writing and may be delivered by registered or certified mail, postage prepaid, by facsimile, or by an overnight express service (e.g. Federal Express, Airborne Express, etc.), to one of the persons and addresses or facsimile numbers set forth below. Any notice or demand mailed or faxed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt or the facsimile machine print out. Said notices shall be faxed or addressed as follows:

Notice to Fidlar:	Fidlar Technologies 350 Research Parkway
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Davenport IA 52806
Attn: Ernest Riggen, President
Facsimile #:

Notice to COUNTY: Cedric Giles – Chief Deputy Recorder
Cook County Recorder
118 N. Clark Street, Suite 230
Chicago, IL 60602
Facsimile #:

- 12.2 No Waiver: Failure by either party to enforce any provisions of this Agreement will not be deemed a waiver of future enforcement of that or any other provision of this Agreement.
- 12.3 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances, other than those as to which it is held invalid, shall not be affected unless such invalidity would materially alter the party's ability to perform or the intended essential purpose of this Agreement. "Person" shall mean any natural person or corporation, partnership, trust, association, governmental unit or any other type of entity.
- 12.4 Compliance With Laws: Fidlar, its agents and employees shall comply with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the regulations of the U.S. government relating to the export of commodities and technical data, insofar as they relate to this Agreement and the activities to be performed pursuant to this Agreement. Fidlar agrees it is responsible for obtaining required U.S. government documents and approvals prior to export of any technical data provided by CCRD to Fidlar under this Agreement.
- 12.5 Final Agreement. This Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement shall only be amended by a written document executed by both parties.
- 12.6 Headings, Gender. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a section number ending in a zero, e.g., 10.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 10.0 is a reference to Sections 10.1 and 10.2 as well.
- 12.7 Employee Liability. The terms and conditions of this Agreement apply solely to the CCRD and the Fidlar. No employee of either party, nor elected official from the CCRD are personally or individually liable for the terms and conditions of this Agreement.
- 12.8 Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
- 12.9 Authorization. Parties have caused this Agreement to be executed by their duly authorized respective representatives as of the date first above written and agree to be bound by the provisions contained herein. Each of the undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective corporation or business to enter into and execute this Agreement on its behalf.
- 12.10 Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument.
- 12.11 Independent Parties. The parties are independent parties and no partnership, joint-venture, employment or agency relationship is created.
- 12.12 Records and Audit. Fidlar shall keep and maintain adequate and accurate records to document all fees due and collected for Services and shall make such record available to the County for auditing at

reasonable times upon reasonable notice. Such records shall be maintained for three (3) years following the termination of this Agreement or any extension hereof.

[Signatures on following page.]


This Software License Agreement was executed to be effective as of the Effective Date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

In witness whereof, the parties hereto have signed this Agreement on the date set forth below.

COOK COUNTY RECORDER OF DEEDS

FIDLAR TECHNOLOGIES

By: _____

By:  _____

Its: _____

Its: President  _____

Date: _____

Date: 6/2/14 _____