

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.9)

This Agreement ("Agreement" of "Contract") is made this 28th day of September, 2021, by and between FIDLAR TECHNOLOGIES, INC. ("FIDLAR") and Panola County ("Client"), a duly organized and operating county of the State of Texas, said entities collectively referred to as the parties to this Agreement.

THIS AGREEMENT IS MADE AND EXECUTED BY THE PARTIES PURSUANT TO THEIR PARTICIPATION IN THE FOLLOWING COOPERATIVE PURCHASING PROGRAM AUTHORIZED BY CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE ("CHAPTER 271") AND OTHER AUTHORITY: FIDLAR'S TIPS NUMBER OF 210602, THE CONTRACT IDENTIFICATION NUMBER SUPPLIED BY FOR THIS AGREEMENT BY THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), A LOCAL COOPERATIVE PURCHASING ORGANIZATION AUTHORIZED BY CHAPTER 271 AND LOCATED AT 4845 HIGHWAY 271 NORTH, PITTSBURG, TEXAS 75686. PURSUANT TO CHAPTER 271, THE PARTIES ACKNOWLEDGE THAT THE CLIENT'S PURCHASES OF GOODS AND SERVICES BY THIS AGREEMENT, THROUGH THE AUTHORIZED TIPS COOPERATIVE PURCHASING PROGRAM, SATISFIES ANY TEXAS LAW REQUIRING THE CLIENT TO SEEK COMPETITIVE BIDS FOR THE PURCHASE OF GOODS AND SERVICES. This number will be listed again within the Schedule A section.

Fidlar complies with Texas Government Code. Sec. 2271.002 Provision Required in Contract Texas Government Code. Sec. 2271.002 Provision Required in Contract:

1. Fidlar does not boycott Israel; and
2. Fidlar will not boycott Israel during the term of the contract.

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

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

ARTICLE I - GENERAL TERMS

- 1.1 COMPUTER SYSTEM: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.

1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to Panola County, TX. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.

1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENTS facility located at:

Bobbie Davis, County Clerk
Panola County, TX
Panola County Courthouse
110 S. Sycamore, Rm. 201
Carthage, TX 75633

1.4 **INTERPRETATION:** Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. The preamble, preliminary recitals, and all documents attached to this Agreement are incorporated by reference for all purposes.

1.5 **denial of client data access prohibited:**

(A) Pursuant to section 205.009 of the Texas Local Government Code and other authority, the parties agree that FIDLAR shall not under any circumstances refuse to provide the Client's local government record data to the Client in a timely manner in a format accessible and useable by the Client.

(B) Should the Agreement be terminated for any reason, the Client shall be entitled to the return of its local government record data, with said data to be delivered to the Client by FIDLAR in a timely manner: (1) on or before 90-days from the receipt by FIDLAR of the Client's request for the data return; and (2) in a data and image conversion format designated by the Client.

ARTICLE II - SOFTWARE LICENSE

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
- B. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
- C. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to 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 Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.
- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:**
- A. FIDLAR warrants that the software described in this Agreement is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.

- B. FIDLAR warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- C. FIDLAR warrants that the software described in this agreement is fit for all purposes intended.

2.6 SOFTWARE MAINTENANCE: The description of FIDLAR'S LifeCycle software maintenance service and support is attached as SCHEDULE A. LifeCycle software maintenance service is included at no additional cost as part of the LifeCycle payment. FIDLAR warrants that any maintenance or services performed by FIDLAR or by a permitted subcontractor or agent of FIDLAR pursuant to this Agreement shall be performed on a professional basis, consistent with the best practices in the industry, in compliance with all applicable federal, state and local laws, rules and regulations, and in a diligent, workmanlike, and expeditious manner. FIDLAR acknowledges that time is of the essence for all services provided hereunder. FIDLAR warrants that all Company employees, personnel, agents or contractors performing maintenance or services shall be trained, experienced, professional, and where applicable, licensed, certified and bonded, to perform the maintenance or services and shall comply with all applicable federal and state laws in the performance of services.

2.7 TERM OF AGREEMENT, DEFAULT, AND REMEDIES:

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- (A) The term of this Agreement will be five years. Five years will be measured from the date where AVID and Apex are live in Panola County to five years beyond that, subtracting one day. The ANNUAL price of \$43,813 will not change for the duration of the five-year Agreement.
- (B) This Agreement may be terminated: (1) by a non-defaulting party for cause due to the conduct, act, or omission committed by a defaulting party which violates this Agreement and is not cured by the defaulting party on or before 90 days from receipt of a written notice of default delivered by the non-defaulting party to the defaulting party; (2) pursuant to a written termination agreement signed by the parties; (3) unilaterally by a party without cause provided that a written notice of intent to terminate is delivered to the other party on or before 180-days from the declared date of termination; and (4) as a result of circumstances occurring as described in subparagraph F below regarding the commitment of current revenues only by the Client for this contract.
- (C) Should an uncured violation of this Agreement be committed by a defaulting party, the non-defaulting party may pursue and recover all claims, causes of action, and remedies authorized by law or equity, including Agreement termination, litigation, and the recovery in litigation by the prevailing litigant of damages, costs, attorney's fees, interest or other litigation remedies allowed by law - unless specifically prohibited

by this subparagraph (C). NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS SUBPARAGRAPH (C), any damage recovery by a prevailing litigant shall be limited to only the direct damages (as defined and allowed by law) that said litigant actually incurs in reasonable reliance upon the contract performance of the other party, with incidental, other consequential, or other damages being specifically prohibited from recovery (including but not limited to damages for lost profits, or loss of confidential or other information, or business interruption) -- and further, should the prevailing litigant be the Client, then the maximum amount allowed in litigation for a direct damage recovery under this Agreement will not exceed the total of any amounts paid "TO-DATE" to FIDLAR, with "TO-DATE" being defined as the period of time from inception of the original Agreement to the date of the litigation award.

- (D) No waiver of a Default occurs if the non-defaulting party fails to immediately declare a default or delays in taking action for a default committed by the defaulting party.
- (E) A default of this Agreement shall survive Agreement termination, and the default may be alleged and pursued by the non-defaulting party against the defaulting party in post-termination litigation.
- (F) Pursuant to section 271.903 of the Texas Local Government Code, the parties acknowledge and agree that this is a contract for the Client's acquisition from FIDLAR of specified goods and services. The Client retains the continuing right to terminate this contract at the expiration of each budget period of the Client during the term of the contract. Furthermore, this contract is conditioned on a best-efforts attempt by the Client's governing body (the Panola County Commissioners Court) to obtain and appropriate funds for payment of the contract. Therefore, this contract is a commitment of the Client's current revenues only.
- (G) This Agreement may be amended or revised only by the written consent of the parties in a subsequent agreement signed by the parties.
- (H) This Agreement may not be assigned by a party without the express written consent of the other party.

ARTICLE III

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
 - A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
 - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.

- C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
 - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
 - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.
 - F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
 - G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
 - H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
 - I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
 - J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.
- 3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.
- 3.3 **EXCLUSIVE REMEDIES:** The parties' remedies are described in paragraph 2.7, the contents of which are incorporated by reference.

- 3.4 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.5 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. **Notice to FIDLAR:** Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rikken, President
- b. **Notice to CLIENT:** Bobbie Davis, County Clerk
Panola County, TX
Panola County Courthouse
110 S. Sycamore, Rm. 201
Carthage, TX 75633
- With a copy to:
County Judge
Panola County, Texas
Panola County Courthouse
110 S. Sycamore, Rm. 216-A
Carthage, TX 75633
- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW AND VENUE:** The parties agree that this Agreement shall be governed by the laws of the State of Texas. **MANDATORY VENUE FOR ANY SUIT REGARDING THIS AGREEMENT SHALL BE IN PANOLA COUNTY, TEXAS OR THE APPROPRIATE FEDERAL COURT DESIGNATED FOR SAID COUNTY. THIS AGREEMENT IS EXPRESSLY PERFORMABLE IN PANOLA COUNTY, TEXAS.**
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

3.11 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.

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

ACCEPTED:

PANOLA COUNTY, TX

FIDLAR TECHNOLOGIES, INC.

Dated: 9-28-21

Dated: 10/5/2021

By: Lee Ann Jones

By: DocuSigned by
Adam Watkins
5722C5041327419

Name: Lee Ann Jones

Name: Adam Watkins

Title: County Judge

Title: Vice President

SCHEDULE A

All pricing is in accordance with Fidlar's TIPS number, which is 210602. Pricing also conforms to Fidlar's TIPS population-based pricing. In 2019, Panola County, TX had 23,771 inhabitants (according to Google.)

The term of this agreement will be five years. Five years will be measured from the date where AVID and Apex are live in Panola County to five years beyond that, subtracting one day. The ANNUAL price of \$43,813 will not change for the duration of the five-year agreement.

Fidlar Technologies Product/Service Description	Cost
AVID Software/Apex Software/Installation Services/Bastion Hosting Service, combined pricing	\$43,813 / Annually
AVID Land Records Software	Included
APEX Integrated Marriage License Software	Included
eRecording	Included
SSN Redaction	Included
Assisted Indexing (iNSPECT)	Included
Scheduled Reporting	Included
Public Workstation Searching	Included
Iris	Included
Anchor	Included
Swift	Included
PINtegrity	Included
Future LifeCycle Software Modules	Included
Software Maintenance & Support	Included
Unlimited Support / Annual Maintenance	Included
System Upgrades / Regulatory Updates	Included
Bastion Cloud Hosting	
Set up and annual storage	Included
Film Storage	
16mm film storage, per roll, per year	\$2.00 per roll, per year
Remote Access Software	
Laredo	Included
Tapestry	Included
AVA Public Search website	Included
Monarch	Included
Community Outreach Products	Included
Property Fraud Alert	Included
Implementation	Included
Land Record (OPR) Installation Services (AVID)	Included
Vital Records Installation Services (Apex)	Included
Development of Up to 5 Custom Reports	Included

5 reports are combined for AVID and Apex	Included
Server & Workstation Hardware	Not Included
Installation of AVID/Apex onto hardware	Included
TOTALS	\$43,813 / Annual LifeCycle

PAYMENT MILESTONES AND DATES:

- 100% of first year LifeCycle fees invoiced upon live-date or January, 2022 whichever date is the latter of the two.
- Annual LifeCycle fees billed upon contract anniversary date.

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE AND MAINTENANCE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar 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
- ◆ Software Maintenance to the currently licensed Fidar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ 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 product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Support to new or existing Fidar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation
- ◆ Database Management System versions or their support or installation
- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- ◆ Conversion costs for changes to database structure, if needed

EFFECTIVE DATE:

LifeCycle maintenance coverage is effective from go-live through the term of the contract.

BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidar. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

TAXES:

Charges made to the consumer (i.e., not Client) are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale, or delivery of the product purchased.

Note: Prices quoted herein are guaranteed for one-hundred twenty (120) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

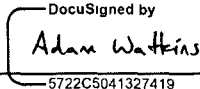
PANOLA COUNTY, TX

FIDLAR TECHNOLOGIES, INC.

Dated: 9-28-21

Dated: 10/5/2021

By: LeeAnn Jones

By:  5722C5041327419

Name: LeeAnn Jones

Name: Adam Watkins

Title: County Judge

Title: Vice President

SCHEDULE B

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE C

Hardware Maintenance Services Provided by Fidlar Technologies

NEW AGREEMENT *: First-year hardware service cost: \$

PRE-EXISTING AGREEMENT *: Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.

DECLINE SCHEDULE C:

* This amount will be billed upon completion of installation.

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidlar Technologies will cover all repairs and/or replacement of this hardware. Fidlar will also re-install, at no cost to the customer, all Fidlar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidlar software applications is billable if Schedule C is declined.)

(List covered equipment here):

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

PANOLA COUNTY, TX

FIDLAR TECHNOLOGIES

Dated: 9-28-21

Dated: 10/5/2021

By: Lee Ann Jones

By: Adam Watkins

Name: Lee Ann Jones

Name: Adam Watkins

Title: County Judge

Title: Vice President

SCHEDULE D

Remote Access Products Community Service Products

REMOTE ACCESS

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis, which will be added to the consumer's user charges. The licensing fee will be 20% of the subscription plan pricing set by Panola County. 100% of any print revenue will be retained by Panola County.

LAREDO PRICING:

Will be determined by Panola County

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

END USER FEES

The Client understands that end-user access fees for Laredo are set by the county.

TAPESTRY

The Client has the option to participate in Fidar’s Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidar agrees to pay Client:

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that consumer access fees for Tapestry are set by Fidar. Fidar will notify Client at least 30 days in advance before such fees are changed.

MONARCH

Fidar Technologies’ Monarch software is designed to allow land record’s data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidar Technologies will only market access to County data and images with the specific permission of the county.

Fidar License Fee to Consumer per User Subscription	Cost
Present Day Images	\$15.00 per week
Present Day Images and Data	\$15.00 per week
Present Day Data	\$15.00 per week
Historic Images	Will be determined per instance using TX AG’s calculator
Historic Data	Will be determined per instance using TX AG’s calculator
Historic Images and Data	Will be determined per instance using TX AG’s calculator

Security Options	
How many days will the information be delayed	5 days
Images will be watermarked w/ text (if Y see *below)	N

OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

ORO PRICING:

Client determines base pricing for each document type made available via ORO.

Fidlar will charge a convenience fee of \$7.50/transaction (includes copies). This fee will be deducted from the ORO service fee if over \$7.50. If the service fee offered is less than \$7.50, Fidlar will instead bill the county each month.

Fidlar Convenience and Maintenance Fee to Consumer	Cost
Per Order	\$7.50

Client agrees to put a link to www.officialrecordsonline.com from their web site for the online ordering of these document types.

AVA

AVA is a web-based search product designed to be used by those representing the general public. There is no additional charge for AVA. AVA provides for free searching and viewing of document index information. AVA can also charge for printing of document images, if desired by Panola County. The charge for prints will be determined by Panola County. All AVA transactions are via credit card and are handled by Fidlar and our merchant bank partner. Fidlar will assess a credit card fee of 5% to each transaction. All other AVA revenue will be remitted to Panola County.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website,

www.propertyfraudalert.com . Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

PANOLA COUNTY, TX

FIDLAR TECHNOLOGIES, INC.

Dated: 9-28-21

Dated: 10/5/2021

By: LeeAnn Jones

By: DocuSigned by
Adam Watkins
5722C5041327419

Name: LeeAnn Jones

Name: Adam watkins

Title: County Judge

Title: Vice President

SCHEDULE E**Agreement as to Hardware, Software, and Services**

The following is a complete listing of all 3rd party hardware and software, and all other software and services associated with this agreement:

The below costs are not included in Schedule A.

Qty	Description	Price
6	Digital Persona U.are.U 4500 Fingerprint Reader 88003-001	\$720.00
4	Epson Omnilink TM-H6000V C31CG62032	\$3,640.00
4	Epson USB A>B Cable 28102	\$14.00
4	Honeywell Hyperion 1300G Barcode Scanner w/Stand 1300G-2USB HFSTAND7E	\$724.00
7	Planar Helium 27" LED Touchscreen Monitor w/webcam 997-6848-00	\$4,200.00
7	Display Port Cable 6ft 17029951	\$105.00
4	Fujitsu FI-7160 Color Duplex Sheetfed Scanner PA03670-B055	\$4,280.00
1	HP EliteDesk 800 G5 SFF Core i5-9500 / 8GB / 256GB 7LL84UT#ABA	\$1,200.00
4	DYMO LabelWriter 450 1752264	\$440.00
2	ELO Touch Solutions 12" Monitor -	\$1,320.00
Total:		\$16,643.00

DATA CONVERSION:

Cost for data conversion does not include any additional fees your current vendor may charge.

Please note: Fidlar requests data to be supplied to us in flat ASCII format. If data is not supplied in this requested format, additional charges may apply.

IMAGE CONVERSION:

Cost for the image conversion does not include any additional fees your current vendor may charge.

Please Note: Conversion costs assume images have been supplied to Fidlar conversion personnel as individual Group IV TIFF images. Included with the images must be an index complete with

document numbers and page numbers. If images and data are not supplied in this requested format, additional charges may apply.

BACKUPS OF DATA AND IMAGES:

As part of the training process, someone on your staff (or IT staff) will be trained in the process of managing, and verifying, the backups of your data and images utilizing the backup software you purchase (see below for recommended software). It is the Client's responsibility to regularly verify the success of the backups - Fidlar Technologies strongly recommends you verify the backups at least weekly.

ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- ◆ Anti-Virus protection: Symantec Norton Antivirus and McAfee Antivirus are both utilized throughout the industry and are recognized by Fidlar Technologies as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- ◆ Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- ◆ It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.

HARDWARE RECOMMENDATIONS:

NOTE: This information is for reference purposes only - These items are not included in this contract.

(Included in separate attachment)

Note: Prices quoted herein are guaranteed for one-hundred twenty (120) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

PANOLA COUNTY, TX

FIDLAR TECHNOLOGIES, INC.

Dated: 9-28-21

Dated: 10/5/2021

By: Lee Ann Jones

By: DocuSigned by
Adam Watkins
5722C5041327419

Name: LeeAnn Jones
Title: County Jones Judge

Name: Adam Watkins
Title: Vice President

SCHEDULE F

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE G

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1: By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset Fidlar invoices and you authorize Fidlar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Laredo, Tapestry, Monarch, Official Records Online

Please select the types of Fidlar invoices you would like to use your remote access revenue on:

LIFECYCLE BASTION/INFO REP HANDS FREE MICROFILM
 LAREDO BILLING CONTRACT SERVICES MEDIA CONVERSION PROJECTS
 OTHER - PLEASE LIST: _____

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

OPTION 2: By checking here and signing below, you acknowledge that Fidlar will refund all remote access credit earned via ACH or Check.

I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

PANOLA COUNTY, TX Dated: <u>9-28-21</u> By: <u>LeeAnn Jones</u> Name: <u>LeeAnn Jones</u> Title: <u>County Judge</u>	<p style="text-align: center;"><u>2ND SIGNATURE ONLY REQUIRED FOR OPTION 1</u></p> PANOLA COUNTY, TX Dated: <u>10/5/2021</u> By: <u>Adam Watkins</u> <small>DocuSigned by: 5722C5041327419 Adam Watkins</small> Name: <u>Adam Watkins</u> Title: <u>Vice President</u>
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If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

For Internal Use Only.

