


ADAIR COUNTY COMMISSION MINUTES

WEDNESDAY, DECEMBER 21, 2016

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IN REF. ORDER NO 27 Fully Executed Contract with Fidlar Technologies for the Recorder's Office

RECEIVED
DEC 21 2016
16-3556
ADAIR COUNTY CLERK



SCHEDULE G

Monarch Product DESCRIPTION and Distribution:

THIS SCHEDULE IS AN EXTENSION OF THE CONTRACT SIGNED BY ADAIR COUNTY ON THE 30TH DAY OF JUNE, 2008. ALL TERMS AND CONDITIONS FROM THAT AGREEMENT AND THE SCHEDULES INCLUDED WITHIN IT (SCHEDULES 9 THRU 15) APPLY TO THIS ADDITIONAL SCHEDULE.

Payment Terms:
Monarch Installation Price - \$2,000.00
\$600/year maintenance, until signed subscribers


Billing Milestones:

- Upon installation of Monarch, County will be invoiced for above referenced Monarch Installation Price.

FIDLAR TECHNOLOGIES MONARCH SERVICE INCLUDES:

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

ADAIR COUNTY, MO Recorder



FIDLAR TECHNOLOGIES MONARCH SERVICE DOES NOT INCLUDE:

- Any form of ownership of Fidlar developed software products.

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

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

PRICING:
Day Forward Images - \$.53/first page and \$.53 each additional page
Historic Bulk Images - \$.53/first page and \$.53 each additional page

The Client understands that it is empowered to charge fees to end users pursuant to Missouri Code section 99.310 and other applicable law and hereby assigns to Fidlar the above portions of end user fees as an actual cost to the Client during the term of this Agreement. The Client has determined that the fees charged to end users are reasonable.

SECURITY OPTIONS:

- Information will be delayed 5 days
- Images will be watermarked with text "Licensed to "Company Name" and not for sublicense, relicense, or any other transfer"

BUYER REPRESENTS THAT THIS SCHEDULE G HAS BEEN READ:

<p>ADAIR, MO COUNTY RECORDER</p> <p>Dated: <u>12-12-2016</u></p> <p>Name: <u>Pat Shewak</u></p> <p>Title: <u>Adair Co Recorder</u></p>	<p>FIDLAR TECHNOLOGIES</p> <p>Dated: <u>12-20-16</u></p> <p>Name: <u>Alan D</u></p> <p>Title: <u>Director</u></p>
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ADAIR, MO COUNTY COMMISSIONER

Dated: 12-12-2016

Name: Mark Thompson

Title: Presiding Com

ADAIR COUNTY, MO Recorder

ATTEST: Sandra Collop
County Clerk

Mark Thompson
Presiding Commissioner