MENOMINEE COUNTY REGISTER OF DEEDS
AGREEMENT FOR INTERNET ACCESS TO REAL ESTATE RECORDS

User agrees to all the provisions set forth in this contract with Menominee County and the Menominee County Register of Deeds. User agrees to pay the appropriate fee for the level of access desired (see application). This amount shall be billed monthly by the Menominee County Register of Deeds, and is due and ***payable prior to the first day of the month that the service was requested.*** Prepayment of twelve (12) months access will also be accepted. Use of the system by the participating agent or agencies shall not be a determining factor in apportioning costs. Menominee County reserves the right to amend the fee schedule. A $50 charge will be imposed for re-connection.

User must establish an account by filling out the enclosed application and submitting it to the Menominee County Register of Deeds along with the appropriate payment for the access level desired. User will be issued a user-name and confidential password, which will be used for access. User is not to share this password and user-name with any other individual or organization. The result of giving this password and user-name to unauthorized individuals or organizations could result in denied access and cancellation of the contract. Any violation in accessing a database for which a user name and password was not authorized shall be a breach of confidentiality and privacy subject to damages, costs, and attorney fees as determined by a court of competent jurisdiction.

Revocable at its will, the County licenses the Recipient to utilize the Digitized Data for their projects. The Recipient agrees to keep the Digitized Data confidential. The Recipient recognizes that there is no warranty that this information is accurate and agrees to use it at exclusive risk. Also, the Recipient agrees that if the Digitized Data is published, it will include the following disclaimer:

> *"The data utilized herein was provided by Menominee County, Michigan pursuant to License, is copyright protected and may not be utilized or reproduced without written consent of Menominee County, Michigan. No warranty is offered as to the accuracy of this data. All rights are reserved."*

The Digitized Data remains the property of Menominee County, and any Freedom of Information Act request for this data will be referred to Menominee County for response. The Recipient agrees as follows:

1. When accessing the content via the Search System, you may print a copy (hereinafter "printout") of any accessed information, provided that the use of this printout is restricted to your internal business purposes and is not copied or distributed to third parties. If a printout is made, the County and applicable third parties shall retain all rights in this material and such a printout shall retain any copyright or other notices contained in that content. You understand and agree that the pricing of the information and services provided by the County is based upon the granting of a limited license to use this data, and you further agree that you will not produce a product with the content that in any manner conflicts or competes with the County's use of this data.

2. You will not attempt to bypass the Search System to access or download data files or other content.

3. You will not share, make available or otherwise allow other users to make use of your User ID and Password, without the knowledge and written consent of the County.

4. You will abide by restrictions set forth on this site with respect to the content.

5. You will not in any way violate the intellectual property laws protecting the content, including (but not limited to) by copying (except as expressly set forth herein), modifying, publishing, transmitting, creating derivative works from, transferring, or selling the content. You may not distribute the content or any portion thereof, whether over the Internet or otherwise, and whether or not for payment.

6. You will not reuse, republish or otherwise distribute the content or any modified or altered versions whether over the Internet or otherwise, and whether or not for payment, without the express written permission of the County or copyright holder.

7. You will cooperate promptly and completely with any reasonable request by the County related to an investigation of infringement of copyright or other proprietary right.

8. You agree that the material you are accessing constitutes the trade secrets and intellectual property of the County and DEKETO and you will cause irreparable harm to the County and DEKETO if this material is used in violation of this agreement.

The County will make all reasonable attempts to provide and maintain a functioning method of accessing the real estate records in the office of the Register of Deeds via internet connection. There will, however, be periods of time during which the computer system will be inoperable (down) due to routine system maintenance, electrical supply interruptions, software debugging, system upgrading and other unforeseen interruptions in the system operation. The County does not represent its ability to provide access at all times and under all conditions. The County will provide reasonable notice of planned maintenance to the system, but beyond that, no assurance is given to the timely availability of the system.

To the fullest extent permitted by law, any company, organization or individual claiming through it by way of subrogation or otherwise, agrees to defend, pay on behalf or, indemnify and hold harmless the County of Menominee, its elected or appointed officials, employees, volunteers and others working on behalf of the County against any and all claims, demands, suits or losses, arising out of any breach by you of this agreement, including all costs and attorney fees connected therewith, and for any damages which may be asserted.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

The County uses reasonable efforts to provide accurate and up to date information.

You agree that use of these services is at your own risk, and that neither the County nor DEKETO will be held liable for any errors or omissions contained in the content of its services.

The services are provided "as is" and the County and DEKETO expressly disclaim any and all warranties, express or implied, including but not limited to any warranties of accuracy, reliability, title merchantability, non infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the services. The County and DEKETO do not represent or warrant that access to the services will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information.

In no event shall the County or DEKETO be liable for any special indirect or consequential damages or any damages whatsoever resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the use or performance of information available from the County services.

The information, documents and related graphics published on this server could include technical inaccuracies or typographical errors; changes are periodically made to the information herein. The County may make improvements and/or changes in the services and/or content(s) described herein at any time.

This contract will be effective from October 1, _____ through September 30, _____ and will be billed on a monthly basis. Payment is due on the ***FIRST*** of each month.

Date: _____ _____

Signature and Title of contracting party

Date: _____ _____

Menominee County Register of Deeds