

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION**

FIDLAR TECHNOLOGIES,)	
)	
Plaintiff,)	
)	Case No. 4:13-cv-4021
v.)	
)	Judge Sara Darrow
LPS REAL ESTATE DATA SOLUTIONS, INC.,)	Magistrate Judge John A.
)	Gorman
)	
Defendant.)	
<hr/>		EQUITABLE RELIEF
LPS REAL ESTATE DATA SOLUTIONS, INC.)	SOUGHT
)	
Counterplaintiff,)	
)	
)	
v.)	
)	
FIDLAR TECHNOLOGIES,)	
)	
Counterdefendant.)	

**LPS REAL ESTATE DATA SOLUTIONS, INC.’S
AMENDED COUNTERCLAIM FOR DECLARATORY,
INJUNCTIVE AND MONETARY RELIEF**

Counterplaintiff, LPS Real Estate Data Solutions, Inc. (“LPS”), for its Amended Counterclaim against Fidlar Technologies (“Fidlar”) for Declaratory, Injunctive and Monetary Relief, states as follows:

SUMMARY OF THE LAWSUIT

LPS is in the business of gathering, analyzing, and providing property data and information to the real estate and mortgage industries. LPS derives some but not all of this information from the public records of county recorders and clerks.

LPS contracts with counties nationwide for electronic access to the county's records where such access is available. In the Midwest, many counties engage Fidlar Technologies to make their recorder's office records available online over the internet. Fidlar provides this internet access in at least two ways: through its "Laredo" and "Tapestry" products. LPS has downloaded the Laredo software and had used it access county recorder records over the internet by agreeing with Fidlar's county "partners" to pay for "unlimited" access to their electronically maintained public records.

LPS brings this counterclaim to seek two separate forms of relief. First, it has suffered monetary damages as a result of Fidlar's tortious interference with LPS's contracts and business expectancy. Fidlar filed its Complaint in this case on March 11, 2013, alleging that LPS fraudulently accessed Fidlar's servers. Before Fidlar received any adjudication on the merits of its claims, Fidlar engaged in self-help by contacting the counties with whom LPS had contracts and advising those counties that LPS had engaged in "illegal" conduct, "unauthorized searching," "theft" and "breach of contract." As a result, approximately 44 counties terminated their agreements with LPS to provide unlimited internet access to their records.

LPS also seeks a declaratory judgment by this Court resolving the rights and legal relations between LPS and Fidlar. Specifically, LPS maintains that it is entitled to review, inspect and copy the records of Illinois County recorders that are available online at no charge. In addition, LPS maintains that it is entitled to search for records maintain online by Wisconsin recorders offices at no charge,

unless the actual cost to the county for LPS's search exceeds \$50.00. Fidlar's Laredo and Tapestry programs, however, expressly violate the statutes of Illinois and Wisconsin by assessing and collecting a print fee in the case of Laredo, and charging for every search in the case of Wisconsin. Accordingly, LPS seeks a declaration that the assessment of these fees violate the laws of Illinois and Wisconsin.

Parties, Jurisdiction, and Venue

1. LPS is a corporation incorporated under the laws of California with a principal place of business in California.
2. Fidlar is a corporation incorporated under the laws of Michigan with a principal place of business in Rock Island, Illinois.
3. Jurisdiction is proper in this court pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds \$75,000.
4. This court has personal jurisdiction over Fidlar because Fidlar is a citizen of Illinois.
5. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b)(1).

General Allegations

6. LPS is in the business of gathering, analyzing and providing property data nationwide to, among others, the real estate and mortgage industries. LPS's customers rely on this data to run models and perform critical analysis. Therefore,

having comprehensive and inclusive data is a key selling point to LPS's customers and is crucial to the success of LPS's business.

7. To maintain up-to-date and accurate data, LPS collects property data from counties nationwide on a daily or weekly basis. Where available, LPS collects this data electronically.

8. In the Midwest, some counties have engaged Fidlar Technologies to make the counties' public records available electronically over the internet through Fidlar's "Laredo" and "Tapestry" systems.

9. In those counties with the Laredo system, a party wishing to access records over the internet must download Fidlar's "Laredo" software. The party then enters into a contract with the county under which the party pays a monthly fee for access to the online records. With the username and password it receives from the county, the party logs into the Laredo system to access the county's online records. When the party initially logs into the Laredo system for a given county, a Laredo End User Agreement pops up. The user must click the "agree" button to proceed. The End User Agreement primarily disclaims any warranties of accuracy or access, but it does not restrict or prohibit any of the actions Fidlar alleges LPS committed. A sample of the End User Agreement is attached hereto as **Exhibit A**.

10. Once logged into a public records database through the Laredo system, a party wishing to print copies of the public records stored and maintained on the Laredo system is charged an additional printing fee.

11. Fidlar’s Tapestry program also offers online access to the county recorder documents. Tapestry, however, does not require the user to download any software. Instead, a user may search the records of any county that has contracted with Fidlar to use Tapestry. The user must pay a fee for the search and another fee for printing any documents retrieved by the search. Fidlar and the counties split these fees. LPS has contracts with 81 counties to access their electronically-maintained records through the Laredo system.

12. Under its contracts, LPS pays each of these counties a monthly flat fee for “unlimited” access to the counties’ public records stored on the Laredo system.

13. The 81 counties with whom LPS has contracts for electronic access are listed below by state and county name.

State	County
AR	CROSS
AR	DESHA
AR	MILLER
AR	UNION
IL	ADAMS
IL	BUREAU
IL	CARROLL
IL	CHRISTIAN
IL	CLINTON
IL	FULTON
IL	JACKSON
IL	JO DAVIESS
IL	LA SALLE

State	County
IL	LEE
IL	MARION
IL	MONTGOMERY
IL	MOULTRIE
IL	PERRY
IL	RANDOLPH
IL	WARREN
IL	WAYNE
IL	WHITESIDE
IN	CRAWFORD
IN	DE KALB
IN	DELAWARE
IN	FULTON
IN	HARRISON
IN	HENDRICKS
IN	HOWARD
IN	JACKSON
IN	LaGRANGE
IN	MADISON
IN	MARSHALL
IN	MIAMI
IN	OWEN
IN	PERRY
IN	RIPLEY
IN	ST JOSEPH
IN	SPENCER
IN	VANDEBURGH

State	County
IN	WARRICK
IN	WASHINGTON
IN	WHITLEY
KS	ALLEN
KS	CRAWFORD
KS	JEFFERSON
KS	LYON
KS	MIAMI
MI	MASON
MI	MONROE
MN	BLUE EARTH
MN	CLAY
MN	FARIBAULT
MN	KANDIYOHI
MN	MARTIN
MN	MOWER
MN	ROCK
MN	STEELE
MO	AUDRAIN
MO	CAPE GIRARDEAU
MO	FRANKLIN
MO	MACON
MO	MARION
MO	MONROE
MO	PERRY
MO	WARREN
OH	MIAMI

State	County
WI	BARRON
WI	BAYFIELD
WI	CALUMET
WI	CHIPPEWA
WI	DUNN
WI	EAU CLAIRE
WI	LA CROSSE
WI	LAFAYETTE
WI	LINCOLN
WI	OZAUKEE
WI	PIERCE
WI	ROCK
WI	SAWYER
WI	WOOD

14. The vast majority of these counties presented their own contract documents to LPS and in these counties, LPS has no contractual relationship with Fidlar at all.

15. Fidlar's Laredo software appears to be designed with an individual human-user in mind. By navigating through graphic interfaces, a person can view public records and then print them individually for an additional fee. Nevertheless, once a valid username and password are supplied, nothing in the Laredo system prevents direct computer-to-computer interfacing that does not require the graphic, point-and-click interfaces.

16. This distinction appears to be one source of the controversy between LPS and Fidlar. LPS has no interest in printing paper-based copies of the public records. Rather, it seeks only to review the records and collect specific pieces of information and data from each. Printing the records, however, is a source of revenue for the Counties, and Laredo was marketed to the counties on this basis. . Accordingly, the Laredo software disables some standard functions on the user's computers, such as the "print screen" button. Laredo also blocks the "copy and paste," functions, and inhibits third party software that can save screen shots. Most recently, Fidlar pushed out an update that encrypts the county records, thus effectively forcing any user who wishes to save an image of a public record to incur the "print" fee assessed by Fidlar on the Counties' behalf.

17. Prior to Fidlar's modification of the Laredo software, LPS used a computer program (the "LPS access program") to log on to the Laredo databases for each county at issue and view the county's electronic property records uploaded since the previous time that LPS logged on and viewed the records.

18. Every time LPS searched the public records of a specific county, an LPS employee manually initiated the LPS access program for that specific county. The LPS access program then supplied the unique username and password for that county and logs on to the Laredo system.

19. The LPS access program did not interface with the counties online records through the graphic display an individual would see on his or her computer. Rather, the LPS access program directly queried the Laredo public records database

and the Laredo public records database called up the images of the public records that meet LPS's search parameters (typically a date range or document number range that asks for documents added since the last search) and delivered the data necessary to create the images to LPS's computer servers.

20. The LPS access program did not print any documents from the Laredo database. Rather, it saved the data comprising the image that Laredo had deposited on LPS's computer.

21. Third-party vendors of LPS then manually reviewed the saved images and recorded the data and information LPS desired to use in the real property information products and services it provides to its customers. These real property information products and services incorporate the public records data with information LPS had obtained from other sources.

22. Beginning in approximately February 2013 and continuing with increasing frequency to date, LPS began to receive notices from county clerks and recorders, which employ Fidlar, terminating LPS's access to the county's electronic public records. LPS's username and password for these counties' Laredo system records were disabled.

23. As of the date of this counterclaim, approximately 44 counties have terminated LPS's electronic access to the county public records.

24. In some instances, LPS's login and password simply stopped allowing access to the electronic public records without any notice or explanation. In other

instances, LPS received correspondence from the county either terminating access immediately or at a date certain within the coming months.

25. Upon inquiry to these counties, LPS was told that its electronic access to the public records was being terminated due to breach of contract, discrepancies in its usage of Laredo, questionable conduct, or lack of activity on LPS's account. In addition, in some cases, LPS received an invoice from the county for printing fees relating to images LPS may have accessed, even though LPS did not print any documents from the Laredo system.

26. Some of the counties that terminated LPS's access specifically stated that LPS's access was being terminated as a result of correspondence from Fidler.

27. In other counties, the reasons for terminating LPS's access are similar, if not identical, to the allegations in Fidler's complaint in this action accusing LPS of misconduct. For example, Fidler alleges in its complaint that the Laredo system has not recorded a login for LPS in the counties where LPS pays monthly usage fees. Likewise, in some counties, the reason LPS was given for termination of LPS's access was that no activity had been logged on LPS's account. Nothing in the county contracts or the Laredo user agreement requires that LPS log a certain amount of activity on the Laredo system.

28. Additionally, Fidler alleges that LPS has improperly avoided paying printing fees for the documents LPS accesses. Coincidentally, some counties have recently sent large invoices to LPS for printing fees, even though LPS printed no documents from the Laredo system. Nothing in the county contracts or the Laredo

user agreement requires that LPS print documents from the Laredo database. An individual, for example, can view a public record on the Laredo database for as long as she chooses, and copy down any information or data she pleases, without incurring printing costs.

29. As a result of LPS's correspondence with the counties where LPS's electronic access has been terminated, LPS suspects that Fidlar has sent or will send correspondence to every county that LPS has a contract with asking them to terminate LPS's electronic access due to some alleged misconduct by LPS.

30. LPS's mode of accessing the counties' records through the Laredo access system does not violate any of LPS's agreements with the counties and is not otherwise improper.

31. Fidlar's actions in contacting the counties at issue and causing them to terminate LPS's electronic access to the counties' public records has caused significant harm to the accuracy and completeness of LPS's property data and if not remedied, will continue to impede LPS's business. If LPS is denied its right to review these public records over the internet and must instead manually review the public records in person at the county offices it will incur thousands of dollars of additional expenses each month and its data will become out of date.

32. LPS is entitled to a preliminary and permanent injunction prohibiting Fidlar from contacting the counties at issue and telling them that LPS's mode of access to the Laredo databases is fraudulent or illegal.

33. LPS is also entitled to a preliminary and permanent injunction requiring Fidlar to contact all counties that Fidlar has already contacted regarding LPS's mode of access to the electronic documents and informing them that LPS's conduct is not fraudulent or illegal.

34. LPS will suffer irreparable harm for which LPS has no adequate remedy at law if Fidlar is (a) allowed to continue contacting the counties and improperly telling them that LPS's conduct is fraudulent or illegal and (b) not required to contact the counties to recant Fidlar's claims that LPS's conduct is fraudulent or illegal because the wrongful termination of LPS's electronic access to the counties' records affects the quality and accuracy of LPS's data on which its entire business relies and has harmed and will continue to harm LPS's business reputation.

35. Issuing injunctive relief is in the public's interest because Fidlar's conduct has inhibited access to public information to which LPS has a right under the applicable states' public records laws.

COUNT I
Declaratory Judgment and Request for Injunctive Relief

36. LPS incorporates paragraphs 1 through 35 as if fully stated herein.

37. LPS requests a declaratory judgment that it has not breached any of its contracts with the counties or the Laredo user agreement and that it may continue to access the counties' public records on the Laredo databases using the LPS access system as long as it pays the corresponding access fee.

38. A real and actual controversy exists between LPS and Fidlar regarding LPS's use of its access system to view the public records on the Laredo database.

WHEREFORE, LPS Real Estate Data Solutions, Inc. respectfully requests that this court:

(a) issue an order declaring that LPS has not breached any of its contracts with the counties or the Laredo user agreement and that it may access the counties' public records on the Laredo databases using the LPS access system, as long as it pays the corresponding access fee;

(b) enter a preliminary and permanent injunction against Fidlar Technologies that (i) prohibits Fidlar from contacting the counties at issue and telling them that LPS's mode of access to the counties' electronic records is fraudulent or otherwise illegal and (ii) requires Fidlar to contact the counties it has already contacted regarding LPS's mode of access to the counties' electronic records and inform the counties that LPS's mode of access is not fraudulent or otherwise illegal, and

(c) grant such other relief as the court deems just and proper.

COUNT II
Tortious Interference with Contract

39. LPS incorporates paragraphs 1 through 38 as if fully stated herein.

40. LPS has valid and enforceable contracts with the 81 counties listed in paragraph 13.

41. Fidlar was aware of LPS's contracts with these counties.

42. Fidlar intentionally and without justification induced these counties to breach their contracts with LPS.

43. As of the date of this counterclaim, Fidlar's wrongful conduct caused approximately 44 counties to breach their contracts with LPS.

44. Fidlar's actions have damaged LPS in an amount in excess of \$75,000 by affecting the quality and completeness of LPS's data on which LPS's entire business relies, causing LPS to expend funds to supplement its data manually and lose profits on its data business, and harming LPS's business reputation.

WHEREFORE, LPS Real Estate Data Solutions, Inc. respectfully requests that the court enter judgment in its favor and against Fidlar Technologies and

(a) enter a preliminary and permanent injunction against Fidlar that (i) prohibits Fidlar from contacting the counties at issue and telling them that LPS's mode of access to the counties' electronic records is fraudulent or otherwise illegal and (ii) requires Fidlar to contact the counties it has already contacted regarding LPS's mode of access to the counties' electronic records and inform the counties that LPS's mode of access is not fraudulent or otherwise illegal;

(b) award LPS damages in an amount in excess of \$75,000 for the harm that Fidlar has caused and will cause LPS through the date of the requested injunction in paragraph (a);

(c) award punitive damages, attorneys' fees and costs, and

(d) grant such other relief as the court deems just and proper.

COUNT III
Tortious Interference with Business Expectancy

45. LPS incorporates paragraphs 1 through 44 as if fully stated herein.

46. LPS had a reasonable expectation of entering into and continuing a valid business relationship with the counties listed in paragraph 13 as evidenced by the parties' contracts.

47. Fidlar knew of LPS's business expectancy with these counties.

48. Fidlar purposefully interfered with LPS's business expectancy with these counties by causing the counties whose contracts were "at will" to terminate their contracts with LPS that they would not have otherwise terminated.

49. Fidlar's actions have damaged LPS in an amount in excess of \$75,000 by affecting the quality and completeness of LPS's data on which LPS's entire business relies, causing LPS to expend funds to supplement its data manually and lose profits on its data business, and harming LPS's business reputation.

WHEREFORE, LPS Real Estate Data Solutions, Inc. respectfully requests that the court enter judgment in its favor and against Fidlar Technologies and

(a) enter a preliminary and permanent injunction against Fidlar that (i) prohibits Fidlar from contacting the counties at issue and telling them that LPS's mode of access to the counties' electronic records is fraudulent or otherwise illegal and (ii) requires Fidlar to contact the counties it has already contacted regarding LPS's mode of access to the counties' electronic records and inform the counties that LPS's mode of access is not fraudulent or otherwise illegal;

(b) award LPS damages in an amount in excess of \$75,000 for the harm that Fidlar has caused and will cause LPS through the date of the requested injunction in paragraph (a);

(c) award punitive damages, attorneys' fees and costs, and

(d) grant such other relief as the court deems just and proper.

COUNT IV
Declaratory Judgment That Tapestry and Laredo Fail
To Comply With Illinois Statutes

50. LPS incorporates paragraphs 1 through 49 as if fully stated herein.

51. As designed, marketed, maintained and operated by Fidlar, the Laredo and Tapestry programs require members of the public to pay for access to the public records that county recorders make available on line through those Fidlar programs.

52. The access fees assessed in connection with use of the Laredo program are shared between Fidlar and the counties using Laredo. The "print" fees incurred by a user of Laredo are assessed and collected by Fidlar but turned over to the counties.

53. The Tapestry program requires a user to incur a "search" fee in order to view any public record maintained by the counties on line. In addition, a Tapestry user is also charged a "print" fee for any images he wishes to print on his own computer. These fees are assessed and collected by Fidlar and shared with the county.

54. In Illinois, statutory fees charged for paper copies of public records may not be charged for copies of public records maintained in an electronic format.

Specifically:

When a person requests a copy of a record maintained in an electronic format, the public body shall furnish it in the electronic format specified by the requester, if feasible. If it is not feasible to furnish the public records in the specified electronic format, then the public body shall furnish it in the format in which it is maintained by the public body, or in paper format at the option of the requester. A public body may charge the requester for the actual cost of purchasing the recording medium, whether disc, diskette, tape, or other medium. A public body may not charge the requester for the costs of any search for and review of the records or other personnel costs associated with reproducing the records, except for commercial requests as provided in subsection (f) of this Section. *Except to the extent that the General Assembly expressly provides, statutory fees applicable to copies of public records when furnished in a paper format shall not be applicable to those records when furnished in an electronic format.*

5 ILCS/6(a)(emphasis added).

55. Illinois county recorders' authority to assess and charge fees are created and limited by state statute. The statute that grants them the authority to charge fees for copies of public records is 55 ILCS 5/3-5018. However, this statute specifically exempts, and therefore does not grant any authority to charge fees for copies of records made available by the counties over the internet. "The provisions of this paragraph shall not be applicable to any person or entity who obtains non-certified copies of records...(iii) by means of Internet access pursuant to Section 5-1106.1."

56. Section 5-1106.1, "Public Records; Internet Access," provides:

Any county may provide Internet access to public records maintained in electronic form. **This access shall be**

provided at no charge to the public. Any county that provides public Internet access to records maintained in electronic form may also enter into a contractual arrangement for the dissemination of the same electronic data in bulk or compiled form.

55 ILCS 5/5-1106.1 (emphasis added).

57. County recorders in Illinois contract with Fidlar to provide internet access to public records maintained in electronic form.

58. Fidlar offers its Laredo and Tapestry programs for use by the county recorders to provide internet access to public records maintained in electronic form.

59. Fidlar's Laredo and Tapestry programs fail to comply with Illinois law because they assess and collect fees from the public for Internet access to and copies of county public records. LPS contends and maintains that Illinois law does not authorize the assessment of any fees for the inspection or printing of any Illinois county recorder documents made available on line. LPS further maintains that all members of the public have the right under controlling Illinois law to inspect and review these documents "at no charge."

60. The Laredo and Tapestry programs, as designed, marketed, operated and maintained by Fidlar, and as used by Illinois counties, fail to comply with Illinois law because the programs do not provide Internet access to public records maintained in electronic form at no charge to the public.

WHEREFORE, LPS respectfully requests that this Court declare that the use and operation of Laredo and Tapestry by Fidlar, and any Illinois county recorder office in conjunction with Fidlar, fails to comply with Illinois statutory law, or grant any other further relief this Court deems just and proper.

COUNT V
Declaratory Judgment That Tapestry Fails
To Comply With Wisconsin Law

61. LPS incorporates paragraphs 1 through 60 as if fully stated herein.

62. The Wisconsin Public Records statute prohibits public agencies, including County Recorders, from charging for a public records search unless the actual direct cost of that search exceeds fifty dollars. (\$50.00).

63. The Wisconsin Public Records statute does not authorize county recorders or those in privity with them to charge a fee to inspect the county recorder's records.

64. The documents, images and data made available through Fidlar's Tapestry website program are public records under Wisconsin's Public Records statute.

65. Fidlar's Tapestry program violates Wisconsin statutes by assessing, collecting, and sharing with its county "partners" a fee for searching the county recorders' records.

66. Fidlar's Tapestry program violates Wisconsin statutes by assessing, collecting and sharing with its county "partners" a fee for inspecting public records because a Tapestry user cannot inspect any of the public records, records which are maintained by the counties and Fidlar on the Tapestry website program, without first incurring a search or membership fee.

WHEREFORE, LPS seeks a declaratory judgment that the use, maintenance and operation of the Tapestry website program by Fidlar, and any Wisconsin county

recorders' office working in conjunction with Fidlar, fails to comply with Wisconsin statutory law or grant any other further relief this Court deems just and proper.

Respectfully submitted,

LPS Real Estate Data Solutions, Inc.

By: s/ Christopher J. Murdoch
One of its attorneys

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that **LPS Real Estate Data Solutions, Inc.'s Amended Counterclaim for Declaratory, Injunctive and Monetary Relief** was served on May 1, 2013, via the CM/ECF electronic filing system on the following counsel of record:

Jason R. Williams
Sawyer & Williams
205 N. Michigan Ave., Ste. 2600
Chicago, IL 60601
jwilliams@olsonwilliamslaw.com

s/ Christopher J. Murdoch

EXHIBIT A

FIDLAR TECHNOLOGIES LAREDO END USER AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and _____, (the "CLIENT") using Laredo userid(s) _____ in the County of _____.

TERMS OF AGREEMENT

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

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.

CLIENT agrees that this license does not provide for, nor guarantee, access to any county's information. Access must be granted to the CLIENT by the desired county authority.

FIDLAR hereby grants CLIENT the rights to a nonexclusive, perpetual, and nontransferable license for the possession and use of FIDLAR's Laredo Software. 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. 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.

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.

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 which extend beyond the description on the face hereof.

The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement.

CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is termination of this agreement. CLIENT will not be entitled to any direct, incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

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.

LAREDO END USER

Return signed license to:

Date: _____
By: _____
Name: _____
Title: _____
Address: _____

FIDLAR TECHNOLOGIES
LAREDO LICENSE
4450 48th Ave. Ct.
Rock Island, IL 61201