

Amendment No. 1

Tyler Technologies, Inc.

5519 - 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

AND

Gila County

1400 E Ash St
Globe, AZ 85501
Phone: (928) 402-8703
dsavage@co.gila.az.us

tyler



Eagle Quickdocs

Software, Services, Hardware & Support for Eagle Quickdocs	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Quickdocs Integrated Electronic Document Recording Capability	1	10,000	10,000	3,000
Quickdocs Services Installation and Implementation - Assumes Quickdocs Training and Implementation will occur via remote services. Fixed Services Fee. Should on-site services be required, additional expenses will apply.	1	4,200	4,200	
Quickdocs Server Assumes the use of the Eagle Recorder Server as the Quickdocs Server; unless County security requires a separate server for this purpose.	0	0	0	
Sub-Total Eagle Quickdocs:			\$14,200	
<i>Preferred Customer Discount on Software License Fees</i>			-\$2,000	
<i>Offer valid through April 30, 2011</i>				
Total for Eagle Quickdocs Module:			\$12,200	3,000

Gila County Board of Supervisors:

 Michael A. Pastor, Chairman
 Board of Supervisors

ATTEST

 Marian Sheppard, Chief Deputy
 Clerk of the Board

APPROVED AS TO FORM

 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney

 Date

Tyler Technologies:

S. Brett Cate

 Signature

S. Brett Cate

 Print Name

 President, Local Government Division

Title

4/7/11

 Date

SALES AGREEMENT

EXHIBIT D: SOFTWARE SUPPORT AGREEMENT

This Software Support and Maintenance Agreement (this "Support Agreement") is entered into by and between Tyler Technologies, Inc. - Eagle Division ("TYLER") and Gila County, a governmental entity in the State of Arizona ("CLIENT").

WHEREAS, CLIENT has acquired a license to use certain proprietary software of TYLER pursuant to that certain Sales Agreement between CLIENT and TYLER, subject to the restrictions set forth in the Sales Agreement;

WHEREAS, CLIENT desires to acquire certain software support and maintenance services with respect to such software, and TYLER desires to provide such services, all on the terms and conditions set forth in this Support Agreement;

WHEREAS, terms not otherwise defined in this Support Agreement shall have the meaning of the terms set forth in Exhibit D, Definitions, which is incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. **COST OF SUPPORT SERVICES:** The cost of these services for the first year of the Agreement is \$18,200 annually, which shall be paid as set forth in Paragraph 2 below and Paragraph A, General Terms & Conditions, of this Exhibit. Should TYLER be required to pay any additional fees and/or taxes associated with this contract, the appropriate amounts will be added to the invoices for the payments listed above.

2. **SUPPORTED APPLICATIONS:**

EagleRecorder
EagleWeb
EagleOCR

PAYMENT TERMS: The software support services provided under this Agreement shall be in effect for 12 months based on the following initial payment schedule:

Support Price	\$18,200
Of the total support price, payments will be made by the CLIENT to TYLER as follows:	
First year support for EagleRecorder, EagleWeb and EagleOCR/Redaction due and payable 15 months after verification of the these software applications.	\$18,200

3. **TERM OF AGREEMENT:** The software support services provided under this Support Agreement shall be in effect for 12 months beginning upon Verification or ninety (90) days following, as defined above in the Payment Terms. This Support Agreement shall automatically renew for additional twelve month periods unless either party provides the other party written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. CLIENT shall be notified of changes in terms,

SALES AGREEMENT

conditions and price of the renewal in writing at least 60 days prior to the expiration of the term hereof or of any renewal period. TYLER may, with notice to CLIENT as indicated above, increase the annual cost of software support services for a renewal term by an amount equal to the increase in the Consumer Price Index for All Urban Consumers U.S. City Average (CPI-U) for the last published annual period ending prior to such renewal. (In the absence of a recently published CPI-U, another published index that reasonably represents the average national inflationary increase may be substituted.) In the absence of any written notification, the renewal(s) shall be upon the same terms and conditions as set forth under Payment Terms, Invoicing below in Paragraph A.2.

4. **GENERAL TERMS AND CONDITIONS:** Set forth on Paragraph A is the General Terms and Conditions of this Support Agreement, which is incorporated by reference herein.

A: GENERAL TERMS AND CONDITIONS FOR SOFTWARE SUPPORT

1. **INITIATION OF SUPPORT:** Support for all software products shall begin on the date of Verification of each software application.

2. PAYMENT TERMS; INVOICING:

- a). Support fees shall be due and payable upon Verification and subsequent years' maintenance fees for all products shall be due and payable on the anniversary of the start of the first year's maintenance.
- b). TYLER shall invoice CLIENT upon Verification of the Supported Applications as defined above and each year thereafter on the anniversary of the Verification for the forthcoming year's standard charges and otherwise as set forth above. Payment for support services shall be due upon invoicing.
- c). TYLER shall also invoice CLIENT each month for any additional fees and charges accrued and all reimbursable expenses incurred during the previous month.
- d). If CLIENT fails to pay any charges when due and payable, CLIENT agrees that TYLER shall have the right to invoice and CLIENT shall pay all costs, including reasonable attorney fees, expended in collecting overdue charges plus a late payment charge of the lesser or 1.5% per month or the highest rate allowable by law, whichever is less, on the unpaid balance. Accrual of the late payment charge begins sixty (60) days after such payment is due.
- e). Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes TYLER may be required to collect or pay upon the sale or delivery of the Products and Services purchased or licensed hereunder. Should TYLER be required to pay any of these taxes as a result of this contract, the appropriate amounts will be added to invoices and paid by CLIENT.

3. **CONFIDENTIALITY:** TYLER acknowledges that during discussions with CLIENT leading up to this Agreement and during its performance, certain proprietary or confidential data of CLIENT may be

SALES AGREEMENT

disclosed to TYLER or to TYLER's employees or agents. TYLER agrees that all data not normally available through other sources may be proprietary, and will be safeguarded by TYLER with the same degree of care that it accords to TYLER's own proprietary data. In no event shall confidential information include information that (i) is publicly known or becomes publicly known through no fault of TYLER, (ii) is generally or readily obtainable by the public, or (iii) constitutes the general skills, knowledge and experience acquired by TYLER before entering into this Agreement and thereafter.

4. **RISK OF LOSS:** CLIENT shall be responsible for protecting its system from loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed shall be replaced by TYLER at the request and sole expense of CLIENT.

5. **LIMITATION OF LIABILITY.** TYLER's total liability to CLIENT for any loss, damage or claim shall not exceed the total amounts paid to TYLER under this Support Agreement. In no event shall TYLER be liable for (i) any special, indirect, incidental, or consequential damages, or (ii) any damage resulting from loss of use, data or profits. Notwithstanding anything in this Agreement to the contrary, CLIENT's remedies against TYLER shall be limited to either (i) replacement or repair of any defective products or services, or, (ii) a refund of all sums paid by CLIENT to TYLER for the defective products or services and for any other goods or services rendered substantially worthless because of the defective products or services, the selection of which shall be in TYLER's sole discretion.

6. **INDEMNITY FOR INJURY TO PERSONS OR PROPERTY:** TYLER shall release, indemnify, defend and hold harmless CLIENT from any and all liability, loss or damage, including reasonable costs of defense, that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of TYLER, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of CLIENT, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

To the extent permitted by the laws of the CLIENT's state of domicile, CLIENT shall release, indemnify, defend and hold harmless TYLER from any and all liability, loss or damage, including reasonable cost of defense, that TYLER may suffer as a result of claims, demands, actions, or damages to any and all persons or property to the extent that such results from the gross negligence or intentional acts of CLIENT, its officers, agents or employees. This indemnification shall not apply to the extent such claims, demands, actions, or damages result from the acts or omissions of TYLER, its officers, agents or employees. This indemnification shall survive the termination of this Support Agreement.

7. **TERMINATION:** Termination of this Agreement shall not affect either party's pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

8. **WORKING SPACE:** CLIENT shall provide TYLER with sufficient working space, time, and access to

SALES AGREEMENT

CLIENT's personnel and computer systems so that TYLER may support the system(s) specified herein.

9. **FORCE MAJEURE:** Either party shall be excused for reasonable delay or reasonable failure to perform its obligations hereunder for causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of public enemy, war, rebellion, riot, terrorism, sabotage, transportation delays, labor disputes, acts of God, acts of federal, state, or local governments or any agency thereof, judicial action or other causes beyond its control.

10. MISCELLANEOUS:

- a). **ASSIGNMENT:** This Support Agreement may not be assigned by CLIENT. TYLER may not assign this Support Agreement without the prior written consent of CLIENT, which consent shall not be unreasonably withheld.
- b). **NOTICE:** All notices which CLIENT or TYLER may have cause to give to the other shall be delivered in writing to the address set forth on the signature page hereto (or other address as notified in writing by the parties) via overnight delivery, hand delivery, or facsimile followed with an original via certified mail, effective upon receipt or three days after sending, whichever is earlier.
- c). **APPLICABLE LAW:** This Support Agreement shall be governed by and construed in accordance with the laws of CLIENT's state of domicile.
- d). **DISPUTE RESOLUTION:** In the event of a dispute between the parties under this Support Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.
- e). **SEVERABILITY:** If any provision of this Support Agreement is held to be void or unenforceable by the courts in connection with litigation over this Support Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.
- f). **LEGAL EXPENSES:** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Support Agreement or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

SALES AGREEMENT

- g). **AMENDMENT:** This Support Agreement may be amended only by a written document executed by all parties hereto.
- h). **GOVERNMENTAL PURPOSE:** CLIENT acknowledges that it is entering into this Support Agreement for a governmental purpose, and that this is not a consumer transaction.
- i). **NO JOINT VENTURE:** Nothing contained in this Support Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.
- j). **DOCUMENTS CONSTRUED TOGETHER:** The documents constituting this Support Agreement are intended to be complementary so that what is required of one of them shall be binding as if called for by all of them.

B: SUPPORT TERMS

During the term of this Support Agreement, TYLER shall provide the following services in support of the Software, during the hours described in the CLIENT's project documentation.

1. GENERAL:

- a). TYLER shall maintain a trained staff capable of rendering the services set forth herein.
- b). TYLER shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to TYLER in accordance with TYLER's standard reporting procedures. TYLER shall initiate work in a diligent manner toward development of an Error Correction using the procedures outlined in Paragraph B.5, Problem Correction Procedures, below. Following completion of the Error Correction, TYLER shall provide the Error Correction through a "fix" consisting of sufficient programming and operating instructions to implement the Error Correction as soon as practicable.
- c). Support includes toll-free telephone software support; remote Internet access software support and all Software enhancements and bug fixes. Should an on-site visit be required to resolve a software problem, CLIENT will be charged only for travel and associated expenses per the then current TYLER's Preferred Rate Schedule. All time spent in resolving the software problem is covered by this Agreement.
- d). In the event that the CLIENT modifies the operating environment from the one installed, configured and recommended by TYLER and the system becomes unsupported, the CLIENT is responsible for all labor, travel and associated expenses at TYLER's then current Preferred Rate Schedule in order to return the operating environment to a stable and supportable condition.

SALES AGREEMENT

2. SUPPORT ACCESS:

- a). TYLER: TYLER shall maintain a telephone and Internet support center that allows CLIENT to report system problems and seek assistance in use of the supported Software.
- b). CLIENT: CLIENT shall make available to TYLER access via a high-speed Internet connection, 512 Kb/S or faster, for System support. CLIENT shall install or allow TYLER to install communication software designated or approved by TYLER and allow TYLER remote access via a high-speed Internet connection for purposes of analyzing and updating the System and correcting problems. CLIENT shall provide TYLER with access to all TCP/IP ports on any systems that host the TYLER application infrastructure. Failure by CLIENT to provide or maintain adequate Internet access, including provision for high-speed information transfer, may result in additional support fees or, in circumstances where low-speed connections are deemed to be obstructing TYLER in its efforts to carry out support functions, in termination of this Support Agreement, at TYLER's discretion.

3. REPORTING PROCEDURES: CLIENT must use all reasonable efforts to report problems covered by the Support Agreement to TYLER in accordance with the following standard reporting procedures:

- a). All problems with supported software should be reported to TYLER support personnel as soon as practicable after the problem is discovered. Notification of such problems may be directed to:
 - (i) TYLER's on-line support reporting system, which is the preferred notification method;
 - (ii) designated toll-free telephone support numbers during Normal Business Hours; or
 - (iii) by e-mail to designated e-mail support addresses.
- b). If possible, CLIENT shall ensure that the reporting of the problem to TYLER will be undertaken by (or at least involve) the user who actually experienced the problem.
- c). If possible, CLIENT shall ensure that the problem will be reported while it is still on the user's workstation.

4. BACKUPS: CLIENT is responsible for maintaining current backups of all data and images according to the backup procedure recommended by TYLER during implementation. This procedure includes a backup schedule, tape rotation requirements, Verification of successful backups and off-site storage provisions.

5. PROBLEM CORRECTION PROCEDURE: Because software/application based errors are not all alike in severity and impact on operations, TYLER utilizes the prioritization plan outlined below for organizing and queuing software support calls.

- a). Priority 1 - Urgent: CLIENT'S software application is inoperative or a mission-critical portion of the software is inoperative. The inability to use the application has a critical impact on CLIENT's operations. Problems assigned a Severity 1 are understood to be those problems that block the CLIENT's ability to perform one or more critical business functions. Response Goal: within 30 minutes.

SALES AGREEMENT

- b). Priority 2 – Important: The software application is partially inoperative and the inoperative portion has a less critical impact on CLIENT's operations than Severity 1 errors. This category includes general questions concerning software operation. Response Goal: Within 2 hours
- c). Priority 3 – Normal: The software is usable with limited functions. The error condition is not critical to the continuing operation of CLIENT's system and does not interfere with critical business functions. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: within 1 business day
- d). Priority 4 – Not Time Critical. This category includes long-range requests, comments and "wish list" suggestions. Response Goal: one week.

6. **ESCALATION**: If CLIENT is not satisfied with the resolution to any problem provided by TYLER software support, whether with the quality of the solution provided or its promptness, CLIENT may contact the Support Manager assigned to the CLIENT's account and this support manager will take action as quickly as possible to provide a solution. If the resolution provided by this manager is still deemed unsatisfactory, CLIENT may seek assistance as necessary from TYLER's upper management. The following is the escalation order for TYLER support:

1. Application Specialist is the first line of support
2. Product Support Manager
3. Product Manager
4. Division President

Your Application Specialist can give you the names, phone numbers and e-mail addresses for the escalation contacts.

7. **CLIENT REQUESTED MODIFICATIONS**: In the event that TYLER is requested by the CLIENT to provide modifications to existing Software during the term specified herein, unless otherwise specified herein, and TYLER agrees to provide the modifications requested by CLIENT, CLIENT will be charged for programming per the then current TYLER Preferred Rate Schedule. TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current TYLER Preferred Rate Schedule.

8. **MINOR ENHANCEMENTS**: Alterations and improvements deemed by TYLER to be minor enhancements, including additional functionality, bug fixes and user interface improvements, will be provided free of charge under this Support Agreement at the sole discretion of TYLER.

9. **MAJOR ENHANCEMENTS**: TYLER may, from time to time, offer major Enhancements to its customers generally for an additional charge. TYLER may allow CLIENT to purchase or license each

SALES AGREEMENT

major Enhancement at a discount based on the time that the CLIENT has used the existing application. TYLER shall not require CLIENT to purchase such Enhancements to continue to receive support or correct errors covered by this Support Agreement. However, TYLER may, at its sole discretion, choose to discontinue support of some obsolete products or obsolete versions of products. If this is the case, the CLIENT will be given at least a twelve (12) months notice of such discontinuance of support.

TYLER will update, at no cost under this Agreement, only the System Software that is required to be updated in order to operate the latest release of TYLER APPLICATION Software installed on the CLIENT's system. TYLER will not update system or third party software at no cost simply because a new release of this software is available.

TYLER shall consider and evaluate the development of Enhancements for the specific use of CLIENT and shall respond to CLIENT's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the then current Preferred Rate Schedule.

NOTE: TYLER WILL DETERMINE IF ANY GIVEN ENHANCEMENT IS TO BE CONSIDERED A MINOR ENHANCEMENT, AND THUS PROVIDED FREE, OR A MAJOR ENHANCEMENT, AND THUS AVAILABLE FOR AN ADDITIONAL CHARGE.

C: PREFERRED RATE SCHEDULE

This fee schedule applies to services provided by TYLER to CLIENT that are not contemplated under the terms of the Support Agreement, or which are being delivered as custom services or enhancements apart from the standard support services. These services shall be provided at the following rates, which TYLER may change on thirty days written notice to CLIENT:

Professional Services (remote or on-site):	\$140 / hour
Per Diem and/or Travel Expenses:	\$355 per diem (rental car, hotel, meals and incidentals, e.g. telephone charges) plus travel time of \$75/hour and travel expenses (airfare or mileage). Travel arrangements shall always be made in the best interests of CLIENT.

D: DEFINITIONS

Enhancement refers to any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

Error is any failure of the Software to conform in all material respects to the functional specifications and/or user documentation of the Software. However, any non-conformity resulting from CLIENT's misuse or improper use of the Software or combining or merging the Software with any hardware or software not supplied by TYLER, or not authorized to be so combined or merged by TYLER, shall not be considered an Error.

Error Correction is either a software modification or addition that, when made or added to the

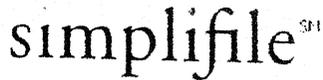
SALES AGREEMENT

Software, establishes material conformity of the Software to the functional specifications and/or user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on CLIENT of such nonconformity.

Normal Business Hours are the hours defined in the CLIENT's project documentation.

Software refers to each of the computer software products described herein. Each software module consists of both computer software and software documentation (e.g., user manuals, technical manuals, system manuals, keyboard function strips, and like items). Additions, corrections and enhancements of Software also fall within the definition of Software. "Software" refers both to the intangible information comprising the products and, as the context requires, every copy of the information.

Tyler acknowledges that Client is an Arizona County, a governmental entity which is a subdivision of the State of Arizona. Tyler certifies that it is in compliance with all Arizona statutes relevant to this Sales Agreement. The parties agree that this Sales Agreement is governed by Arizona law and that all contractual provisions required by Arizona law for this kind of Sales Agreement with a subdivision of the state are incorporated into this Agreement by this reference.



**ELECTRONIC RECORDING
APPROVED PROCEDURES**

THIS ELECTRONIC RECORDING APPROVED PROCEDURES AGREEMENT (this "Agreement") is made effective 2011 between SIMPLIFILE LC, a Utah limited liability company located at 4844 North 300 West, Suite 202, Provo, Utah, 84604 ("Simplifile"), and Gila County, Arizona, Recorder, a governmental entity located 1400 East Ashe Street, Globe, AZ 85501. ("Receiver").

RECITALS:

- A. Receiver is legally authorized to receive qualifying documents for filing/recording in Receiver's official records.
- B. Simplifile facilitates (through its proprietary technology or otherwise) the electronic filing/recording by its customers of documents with governmental entities that, like Receiver, are legally authorized to receive qualifying documents for filing/recording in official records.
- C. This Agreement outlines the requirements of electronically recording documents to assure that recording transactions submitted to Receiver by or through Simplifile are legally valid and enforceable.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Electronic Recording.** In this Agreement, "*electronic recording*" means the electronically-based submittal of documents by or through Simplifile to Receiver and electronically-based receipt of confirmation of recording from Receiver to Simplifile or its customer. Such transactions are categorized by four different levels of automation, described as follows:

(a) Level 1. The submitting organization ("*Submitter*") transmits scanned image copies of ink-signed documents to Receiver. Receiver completes the recording process in the same manner as paper submittals, using the imaged copy as the source document. An electronic recording endorsement is returned to Submitter in the form of a label or printing process in order for Submitter to append that information to the original paper document.

(b) Level 2. Submitter transmits scanned images of ink-signed documents along with electronic indexing information to Receiver. Receiver performs an electronic examination of the imaged documents and indexing data, and then completes the recording process. The electronic version of the recorded document is returned electronically to Submitter along with the electronic recording data. The electronic version of the recorded document may also be returned electronically to the grantor or grantee as requested by Submitter.

(c) Level 3. Submitter transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA, URPERA and E-Sign specifications. Receiver performs an electronic

examination of the electronic documents and indexing information, then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to Submitter.

Section 2. **Program Requirements.** Receiver's electronic recording program (the "Program") is defined by the following requirements:

- (a) Levels 1, 2 and 3 electronic recording are supported.
- (b) PRIA file format standard will be used. Images will be in single-page Group IV TIFF format.
- (c) Communications protocol will be TCP/IP, HTTP and HTTPS.
- (d) Encryption will be 128-bit file and image encryption. SSL and XML's are enveloped with a Digital Certificate to validate the submitter.
- (e) Electronic signatures and digital certificates will be used for Level 3 recording.
- (f) Submitter shall confirm that notary signatures and seals are present on all documents requiring notarization.
- (g) Documents will be scanned to conform to Receiver's requirements.
- (h) Document images will be captured as single-page Group IV TIFF images.
- (i) Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
- (j) Submitter shall be responsible for the clarity and brightness of the image.
- (k) Document font size must meet minimum PRIA standards.
- (l) Margins shall conform to Receiver's requirements for top, side and bottom margins.
- (m) Deeds must include grantee's mailing addresses.
- (n) All documents must be in English.
- (o) Document types that may be accepted electronically are based on the County's preferred list of document types. This list may change at the County's request.
- (p) All documents submitted will conform to Receiver's requirements for indexing data. Such requirements may include the following index fields:
 - (i) Document type

- (ii) Document date
- (iii) One grantor OR grantee
- (iv) Submitter information – Business name

(s) Submitted documents electronically recorded will be returned to Submitter (and the grantor or grantee if so directed) in electronic format after acceptance. Confirmation of recordation will include the document image and Receiver's indexing data. Receiver reserves the right to make changes to the index at a later date.

(t) Rejected documents will be returned to Submitter in electronic format with the reason(s) for rejection.

Section 3. **Receiver's Duties.**

(a) **Availability.** Receiver shall process electronically submitted documents during normal business hours on normal business days. The term "normal business days" shall not include weekends, holidays or any other day that Receiver is closed for public business.

(b) **Recording Priority.** Receiver shall record documents in the order they are received, either physically or electronically, in Receiver's office designated above. Documents received on any business day after 4:00 p.m. will be processed on the next business day in the order they were received.

(c) **Disruptions.** Receiver will attempt to notify Simplifile and other Submitters of any disruption in service.

(d) **Monitoring.** Receiver shall attempt to protect the integrity of the recordation process through ongoing monitoring of documents received and recorded.

(e) **System Testing.** Receiver shall test and maintain its software and hardware required to operate Receiver's electronic recording capability; provided, however, that Receiver shall not be liable for any damages resulting from failure of such software or hardware.

(f) **Equivalency.** Receiver shall apply the same level of diligence in handling documents submitted electronically as it applies to documents submitted through the manual recording process.

(g) **Fees.** There will be no added fees or costs of any kind charged by Receiver for electronic recording by or through Simplifile.

(h) **No Infringement.** Receiver and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Simplifile or used in the electronic recording process.

Section 4. **Simplifile's Duties.** Electronic recordings by or through Simplifile shall conform to the requirements of Receiver's Program. Further,

(a) **Verification.** Simplifile diligently shall ensure that documents submitted to Receiver for electronic recording by or through Simplifile have been checked before submission, for errors, omissions, scanning defects, illegible areas and other irregularities that would impact the validity of the document.

(b) No Infringement. Simplifile shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Receiver or used in the electronic recording process.

(c) Original Documents. Simplifile acknowledges that (i) electronic recording permits documents and records to be prepared, signed and transmitted in electronic format, and (ii) electronically recorded documents and records shall be considered the "original" record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be the considered the same as paper documents bearing handwritten signatures.

(d) Responsibility for Conformity. Simplifile shall be deemed to have attested to the completeness and conformity to the paper originals of the electronic records submitted by or through it to Receiver. Receiver shall be held harmless and not liable for any damages in any dispute concerning the completeness and conformity to the paper originals of any documents or records that are electronically recorded with Receiver by or through Simplifile.

(e) Technical Coordination. Simplifile shall be responsible for coordinating all technical problems and issues between Receiver and Simplifile and/or its customer.

(f) Interface. Simplifile shall be responsible for designing, implementing, maintaining and upgrading its electronic recording interfaces and for assuring that such interface speaks directly to all applicable back end recording system. Alternatively, Simplifile shall contract with a Receiver-approved software provider to provide such interface.

(g) Customer Compliance. Simplifile shall ensure that its customers which effect electronic recordings through Simplifile fully comply with the terms and provisions of this Agreement.

Section 5. **Liability Disclaimers/Waivers.**

(a) By Receiver. Receiver disclaims any liability for (i) the information electronically transmitted to Receiver by or through Simplifile; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with Receiver by or through Simplifile.

(b) By Both Parties. Neither Receiver nor Simplifile shall be liable to the other for any special, incidental, exemplary or consequential damages arising or resulting from any delay, omission or error in any electronic recording with Receiver by or through Simplifile.

(c) No Waiver of Governmental Immunity. Nothing contained herein waives or is intended to waive any protections that may be applicable to Receiver or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability Receiver or such related parties that are provided by law.

Section 6. **Further Actions.** The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve. Consequently, during the term of this Agreement the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Agreement. Receiver reserves the unfettered right to amend the provisions of this Agreement

without prior notice or Simplifile's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that Receiver shall use its good-faith efforts to provide notice of such change, or proposed change, to Simplifile at the earliest time reasonably possible under the then circumstances.

Section 7. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing 30 days' prior written notice of termination to the other party. Upon such termination, the parties shall be responsible for compliance with this Agreement only to the extent of the electronic recording services provided prior to the effective date of termination. If mailed, such notice shall be deemed received when deposited in the United States mail, first class postage prepaid. If transmitted by teletype, electronic message, facsimile or other wire or wireless communication, such notice shall be deemed received when the transmission is completed.

Section 8. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties of this Agreement. There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

Section 9. **Disputes.** The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to electronic recording with Receiver through negotiation, followed by non-binding mediation, before resorting to litigation. Jurisdiction and venue for any civil action commenced by either party with respect to this Agreement shall be proper in the court of general jurisdiction of the county where Receiver's principal office is located. Simplifile expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal. This agreement shall be governed by the laws of the state where Receiver's principal office is located.

Section 10. **General Provisions.** The following provisions also are integral to this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Notice. Except as otherwise specified herein, all notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses shown above or at such other address(es) as may be designated by a party from time to time in writing.

(i) Time of Essence. Time is the essence of this Agreement.

(j) Electronic Execution and Delivery. Any party may execute and deliver this Agreement through electronic means such as facsimile or e-mail transmission, with the same legal effect as manual execution and physical delivery of this Agreement.

(k) Relationship. This Agreement shall not be deemed to create a partnership between Simplifile and Receiver in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

(l) Force Majeure. Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

(m) Exhibits. The terms and provisions of any attached exhibits are hereby incorporated in this Agreement by reference.

(n) Interpretation. This Agreement contains the parties' entire agreement concerning the approved procedures for electronic recording with Receiver by or through Simplifile; provided, however, that if Receiver and Simplifile also have entered into a "Receiver License Agreement" or other written agreement (a "License Agreement") signed by both Receiver and Simplifile whereby Simplifile has granted Receiver a license to use Simplifile's electronic recording software system or related proprietary technology of Simplifile, then this Agreement shall be deemed to supplement, but not control, such License Agreement. In the event of any conflict or inconsistency between this Agreement and any such License Agreement, the terms and provisions of the License Agreement shall control.

(o) Cost to the Receiver. There is no cost to the Receiver for this service as Simplifile is paid by the submitters. In the event this policy changes the Receiver may exercise the Termination Clause as outlined in Section 7.

(p) Payment of Recording Fees. Recording fees are determined by the County and shall be paid electronically via ACH on a daily basis. Recording fees will be deposited into the County's account after normal business hours on the day of the recording and will be reflected on the next banking day.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the vendor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Works Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

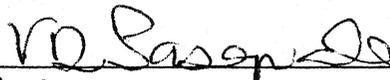
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

DATED effective the date first written above.

GILA COUNTY BOARD OF SUPERVISORS

SIMPLIFILE LC,

Michael A. Pastor, Chairman, Board of Supervisors



Signature

Victoria L. DiPasquale

ATTEST:

Print Name Vico Presidente

Marian Sheppard, Chief Deputy Clerk of the Board

4-8-11

Title

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Implementation Packet
E-RECORDING THROUGH SIMPLIFILE

The logo for Simplifile, featuring the word "simplifile" in a serif font. Above the letters "i", "m", "p", and "l" is a semi-circular arc composed of small dots.

simplifile

Implementation Packet Overview

Dear Valued Customer,

We hope that you find the information in this packet useful. It has been prepared specifically to make your county implementation to eRecording as simple as possible.

The packet includes:

- A Checklist of the requirements Simplifile will need to complete the process
- The General Information Section provides more details on terms in the checklist
- A Bank Form outlines the information needed to set up the County payment profile
- Contact Information Form outlines the contact information needed
- A standard Electronic Recording Approved Procedures agreement

We are excited to have the opportunity to help you move towards eRecording. Our singular focus is providing easy-to-use technology, superior services, and the best customer care in the industry. Feedback is always welcome. Feel free to contact your Simplifile Sales Representative with any questions you may have.

Sincerely,

Your Simplifile Team

Tyler Eagle Implementation

PREPARATION CHECKLIST

Thank you for your interest in integrating the Simplifile e-recording service with your Tyler Eagle system. Prior to the implementation, the items on this checklist are needed before Simplifile can begin the county implementation. Please work with your Simplifile sales representative to define these items and how they apply to your county.

COMPLETED BY THE COUNTY

- MOU/Agreement
- Contact Information
- Workflow Requirements
- Helper Doc Requirements
- Fee Schedules
- Completed Bank Form
- County Notification to Vendor

COMPLETED BY TYLER EAGLE

- Doc Types are Pulled from Web Service
- Test URL/User Name & Password
- Production URL/User Name & Password

County Implementation

GENERAL INFORMATION

WORKFLOW REQUIREMENTS

How does your county record in the paper world? Will the document need to be reviewed by the auditor, treasurer, etc or can it go straight to the county?

FEE SCHEDULES, DOCUMENTS TYPES & INDEXING REQUIREMENTS

How much are fees per instrument type and number of pages? Simplifile likes to get the fee information directly from the county rather than pulling it off the website to verify the most current version is used.

Document types list includes any instruments the county has given permission to eRecord along with any corresponding external codes in the vendor's system. Procedures regarding adding a new doc type vary per vendor integration as some vendors must map the instrument in their system before Simplifile can add it to the submitter side.

Simplifile's standard indexing includes grantor, grantee, and consideration. The county can choose on each e-recorded document type whether the indexing is null, optional or required, please include this information on the document type list.

HELPER DOC REQUIREMENTS

What documents need to be included with an instrument that may or may not be recorded? Examples of helper documents include the Transfer Declaration in Colorado, the Declaration of Value in Nevada and the RTT in Pennsylvania.

Simplifile Bank Form

Authorization Agreement for Direct Payments (ACH Debits)

I, _____, as an authorized signatory for _____
_____ (COMPANY), by my signature below, authorize the
Simplifile, LC (VENDOR) to initiate debit entries and credit entries to my (our)

<input type="checkbox"/> Checking Account	<input type="checkbox"/> Savings Account
---	--

at the account and financial institution named below, for payments and/or refunds due to or from Vendor for electronic document recording as described in the user agreement between Company and Vendor as those payments become due. VENDOR will identify transactions with the Simplifile ID number 1010658627. I acknowledge that the electronic fund transfer transactions to the account must comply with the provisions of U.S. law.

DEPOSITORY

NAME _____ BRANCH _____

ADDRESS _____

CITY, STATE & ZIP CODE _____

ROUTING NO _____ ACCOUNT NO _____

This authorization is to remain in full force and effect until either party provides written notification to the other of its termination in such time and manner as to afford both parties and the Depository a reasonable opportunity to act on it.

BY _____

Signature

NAME _____ TITLE _____

ID OR TAX ID NUMBER _____ DATE SIGNED _____

Contact Information:

Name _____ Telephone (____) _____

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION

County Implementation

CONTACT INFORMATION

RECORDER CONTACT NAME AND INFORMATION

The recorder contact information will be entered on the Simplifile site.

Name _____
Official Title _____
Email Address _____
Phone Number _____

COUNTY CONTACT NAME AND INFORMATION

The county contact will be a point of reference for submission questions and will be receiving and reviewing test documents.

Name _____
Official Title _____
Email Address _____
Phone Number _____

TECHNICAL CONTACT NAME AND INFORMATION

The technical contact is who Simplifile developers will be working with on the IT side.

Name _____
Official Title _____
Email Address _____
Phone Number _____

GENERAL COUNTY INFORMATION

County information will be posted on the Simplifile site for submitters.

Website _____
Recording Hours _____
Mailing Address _____
Phone Number _____
Fax Number _____