

**ELECTRONIC RECORDING TRUSTED SUBMITTER (Company)
AGREEMENT**

THIS ELECTRONIC RECORDING TRUSTED SUBMITTER AGREEMENT, (Agreement) dated October 16, 2013 (Effective Date), is between the Register of Deeds/Clerk/ County Recorder of Gila County, Arizona and Indecomm Holdings Inc., d/b/a Indecomm Global Services (“Company”) with offices at: 379 Thornall Street 2nd Floor, Edison, New Jersey 08837

IN CONSIDERATION of each party’s performance of their respective obligations under the terms and conditions of this agreement, the parties agree as follows:

- 1. BACKGROUND AND PURPOSE OF AGREEMENT** – Register of Deeds/Clerk /County Recorder desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.
- 2. TERMINOLOGY** – For purposes of this Agreement, “Electronic Recording” is defined to be the electronically based submission of documents from the Company to the Register of Deeds/Clerk/County Recorder and electronically based receipt of confirmation of recording from Register of Deeds/Clerk /County Recorder to Company based on level of automation and structure of the transaction and is characterized by three different levels of Electronic Recording further described in this Agreement. When used in this Agreement, the term Company or Company representative includes without limitation the Company itself as a legal entity and as well as a Company appointed or designated submission service provider, and all Company officers, agents, members, and employees of the Company, including those of its designated submission service provider. The term Register of Deeds/Clerk/County Recorder shall include the elected Register of Deeds/Clerk/County Recorder, and all deputies and employees of the elected Register of Deeds/Clerk/County Recorder.
- 3. PROGRAM ELIGIBILITY** – Attorneys, full service banks, mortgage bankers, title insurance companies and other trusted entities may submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the Register of Deeds/Clerk/County Recorder and the Company. All parties of the Electronic Recording transaction shall seek to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud, and forgery.

4. LEVELS OF RECORDING – Electronic Recording may be provided on the basis of three levels as mutually agreed upon by Register of Deeds/Clerk/County Recorder and Company as follows:

Level 1 – Company shall transmit scanned images of original ink signed documents to the Register of Deeds/Clerk/County Recorder. The Register of Deeds/Clerk/County Recorder completes the recording process in the same way as paper using the images copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 – Company shall transmit scanned images of original ink signed documents along with electronic indexing information to the Register of Deeds/Clerk/County Recorder. The Register of Deeds/Clerk/County Recorder performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the images copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3 – Company transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with local, state and federal legislation. The Register of Deeds/Clerk/County Recorder 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 the submitting organization.

5. REGISTER OF DEEDS/CLERK/COUNTY RECORDER RESPONSIBILITIES – Subject to limitations set forth below, Register of Deeds/Clerk/County Recorder shall endeavor to

- (i) protect the integrity of the Electronic Recording process through on going monitoring of documents received and recorded through Electronic Recording; and
- (ii) test and maintain electronic recording software and hardware required to operate the Electronic Recording capability; and
- (iii) work cooperatively with Company to enable the successful recording of documents electronically. The Recorder or Deputy Recorder will be available to answer questions and discuss issue regarding eRecording process; and
- (iv) communicate with Company regarding documents that must be rejected for recording because they do not meet statutory requirements, or that once recorded, the legal description is discovered to be deficient. Return rejected documents along with an explanation; and

- (v) Process submitted eRecordings between the hours of 8:30am -4pm Monday through Friday except on County observed holidays. If this policy is to be changed, the Recorder's office will notify all Trusted Submitters; and
- (vi) If the system allows, make the database of subdivision names in the county available to Company and keep it updated; and
- (vii) share information describing statutory requirements, office policy, and other information germane to electronic recording that is requested by Company; and
- (viii) refrain from charging extra fees for transmitting documents through the electronic recording process; statutory fees will apply.

6. COMPANY RESPONSIBILITY – Company acknowledges that Electronic Recording permits it to prepare, sign, and/or transmit in electronic format documents and business records and such documents or records shall be considered as the “original” record of the transaction in substitution for, and with the same intended effect as, paper documents, and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures. Company shall endeavor to

- (i) ensure that only original documents are used to create the electronic documents and shall ensure that it is compliant with all Federal, State, and Local legislation; and/
- (ii) be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the Register of Deeds/Clerk/County Recorders' ability to record the document and the public notice to be created thereby; and
- (iii) become informed as to the State of Arizona recording requirements and employ them in preparing documents for Electronic Recording; and
- (iv) make payment arrangements with the Register of Deeds/Clerk/County Recorders' for recording fees.

7. LIMITATIONS OF LIABILITY – Except as expressly set forth herein, neither the Company nor the Register of Deeds/Clerk/County Recorder shall be liable to the other for any special incidental, exemplary or consequential damages arising from or as the result of any delay, omission, or error in the Electronic Recording transmission or receipt of documents

8. INDEMNIFICATION – Each party shall indemnify, defend and hold harmless the other party against any and all claims, demands, judgments, losses, damages, expenses, including attorney's fees and court costs related to this Agreement and arising directly or indirectly from any acts of willful misconduct and gross negligence of the indemnifying party.

- 9. TERMINATION** – Any party may terminate this Agreement for any reason by providing thirty (30) days written notice of termination.
- 10. ARBITRATION** – The parties shall attempt in good faith to resolve the dispute within ten (10) business days from the date of receipt of notice from a party of the need to resolve any dispute pursuant to this Section 10. This procedure shall be a required prerequisite before either party seeks to enforce its rights and remedies under law.
- 11. TERM** – The term of this Agreement shall be for one (1) years (“Initial Term”). After the Initial Term, Register of Deeds/Clerk/County Recorder and Company agree to automatically renew with the same terms and conditions for successive one (1) year terms.
- 12. BILLING & PAYMENTS** – The Company will submit a daily billing report for all electronically recorded documents at the Register of Deeds/Clerk/County Recorder office for that business day. Billings report will include documents recorded and the fees due. Company will push funds via Automated Clearing House (ACH) transaction approximately 8pm Central Time the same day to the Register of Deeds/Clerk/County Recorder account. Daily billing reports will be sent via e-mail to Register of Deeds/Clerk/County Recorder approximately 6am Central Time the following day. Register of Deeds/Clerk/County Recorder will submit to the Company the necessary account information to facilitate ACH Push process.
- 13. ATTACHMENTS** – Where applicable the following Exhibits will be attached to this Agreement:
- Attachment A: Technical and Indexing Specifications
- Attachment B: Document Acceptance Specifications
- Attachment C: County Signature Requirements
- Attachment D: Gila County Contractor Standard Terms and Conditions
- 14. MISCELLANEOUS** – The headings and captions of the Sections of this Agreement are for convenience only and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof. This agreement shall be construed and enforced in accordance with the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties and any prior written or oral agreements between the parties are without affect. This agreement expressly replaces and entirely supersedes any previous agreements between the parties, oral or written. Any addenda or amendments to this agreement must be in writing and executed by the parties. In the event any portion of this agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect between the parties.

IN WITNESS WHEREOF the parties or their duly authorized representatives have executed this agreement to be effective on the date first above written or the last date listed below, whichever occurs later, but in the event dates below are blank or incomplete, then the date first above written shall be the effective date. Attachment "D", by mention made a binding part of this agreement as set forth herein.

Agreed and Accepted

Contact Info

Indecomm Global Services


_____ (signed)

By: Latha Parmeswaran (Printed)

Title: Vice President

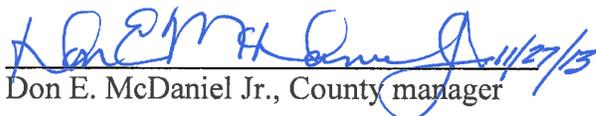
Date: October 16, 2013

Phone: 651-765-6400

Email: latha@indecomm.net

Randall Haupert
Indecomm Global Services
2925 Country Drive
Little Canada, MN 55117
651-766-2350
eRecordMgmt@indecomm.net

GILA COUNTY


Don E. McDaniel Jr., County manager

Approved as to form:


Bryan B. Chambers, Deputy Attorney Principal
For Bradley D. Beauchamp, County Attorney

Please return this agreement in either electronic form or hard copy to Indecomm Global Services:

Attn: Randy Haupert
Indecomm Global Services
2925 Country Drive
Little Canada, MN 55117
Phone: 651-765-6437
Email: Randall.haupert@indecomm.net

ATTACHMENT "D"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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 Contractor.

**Indecomm Holdings Inc.,
dba, Indecomm Global Services:**



Contractor

10-16-2013
Date