

COUNTY RECORDING, LLC
Electronic Recording and
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, COUNTY RECORDING, LLC (“CR”) has developed software that enables the recording of documents with a County Recorder electronically, and County desires to license and utilize said software; and

WHEREAS, the County will allow CR to access and integrate with any County in house Land Records Management System (“LRMS”), and will exclusively utilize CR software and electronic recording system/portal to process all electronic recording of real property and other records for County; and

WHEREAS, County desires that CR provide such other and further services as are deemed reasonable and necessary by CR in the performance of this agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. DEFINITIONS:

1. **COUNTY RECORDING (CR)** – County Recording, LLC, P.O. Box 12686, Jackson, Mississippi, 39236; telephone (888) 633-4748.
2. **COUNTY or CUSTOMER – Madison County Chancery Clerk,** Attn: Mr. Ronnie Lott, P.O. Box 404, Canton, MS 39046.
3. **E-RECORDING SOFTWARE** - includes hardware, system and application software and documentation. The term eRecording Software and system are synonymous.
4. **SUBMITTER** – All parties utilizing CR’s systems and/or software to record public records with County.
5. **DATA** – Any and all information in any form furnished to CR by County or Submitter for the purpose recording endorsing or returning recorded documents to submitter.

II. DUTIES OF COUNTY: The duties of County under this Agreement include, but are not limited to, the following:

1. County will except all electronic recordings exclusively from CR and enter into the public record with equal priority, force and effect (and or in conjunction with the County’s published recording preferences noted in the County’s official Trusted Submitter Agreement) as though they had been presented for recording as paper documents ;
2. Providing data to CR in a format acceptable to CR;

3. Allowing CR the unrestricted right to utilize County's identity in advertising its services;
4. Cooperation with CR in marketing of service availability;
5. Mailing out notifications and providing marketing information "over the county" to submitters and recorders of the availability of electronic recording with the County through CR.

III. DUTIES OF CR: The duties of CR under this Agreement can include, but are not limited to, the following:

1. Providing software or system through grant of license for use by County as deemed reasonable and necessary by CR, in its sole judgment;
2. At the time a document is presented to the County Recorder electronically, CR will display for the County Recorder's review explicit certification to the effect that:
 - a) The document being presented is an original document,
 - b) The submitter presenting the document has been identified by CR as one who is authorized to use the CR electronic recording system pursuant to CR logon procedures as defined by County in the Account Management Utility, and
 - c) The submitter has entered into a Trusted Submitter Agreement with the County
 - d) The content of the document has not been altered since the time it was submitted by the submitter as the recording party.
3. CR will support the County in its use of the Software for as long as this Agreement is in place and County utilizes CR's software;
4. Training of County's personnel as deemed reasonable and necessary by CR.

IV. TERM: The term of this agreement shall commence on the date of signing and continue for sixty months, after which it will be automatically renewed. CR will be County's exclusive provider, facilitator or electronic recording portal for County during the term of the agreement. Following the primary term, the Agreement can be terminated by either party upon 60 days prior written notice. CR may change terms, and conditions on 60 days written notice to the County.

V. OWNERSHIP: CR owns and will continue to own all worldwide rights, title, and interest in and to the System and all worldwide patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, and any other intellectual property rights ("Intellectual Property Rights") therein.

VI. ELECTRONIC PAYMENT: CR will be responsible for the payment of all recording fees associated with the recording of those documents submitted using the Software.

- a) The payment of all such fees will be made to the account designated in County's online Account Management Utility using the Automated Clearing House (ACH) system with no charge to County.
- b) CR guarantees that all ACH payments will be collected funds in County's designated account within two business days of the date of the recording.

VII. MISCELLANEOUS TERMS:

1. It is understood and agreed that CR retains exclusive rights to the presentation and accessibility of the data, and shall have complete discretion over the manner and methods used in storing and presenting the data.
2. Any software or other intellectual properties provided to County under this Agreement will remain the property of CR. CR's program products may not be sold, leased, transferred, assigned, made available to, disclosed or licensed to a third party without prior written permission of CR.
3. It is agreed and understood between the parties that the products and services obtained from CR through this Agreement ("Proprietary Information") are highly confidential and specialized in nature, are the exclusive property of CR, and unauthorized disclosure of any part of the Proprietary Information would result in immediate, irreparable harm to CR. Therefore, County does hereby agree as follows:
 - a) Notwithstanding any other contract, agreement or separate provision thereof, County agrees that the confidentiality portions of this Agreement shall survive the termination or lapse of this Agreement;
 - b) CR may enforce this Confidentiality Agreement through the use of injunctive relief; and
 - c) County will not disclose any part of the Proprietary Information without the express written consent of CR, which consent will not be unreasonably withheld.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns. In the event of the sale of CR in whole or in part, the Agreement is assignable to CR's successors in interest.
5. The following constitute(s) an event of default by the Customer:
 - a) The failure of County to timely perform any one or more of its obligations or duties under any of its contracts or agreements with CR;
 - b) The disclosure of Proprietary Information by County, its agents, servants or employees, without the express written consent of CR;
 - c) Unauthorized modification, copying, or utilization of CR's products and/or services.

In the event of default, CR may, at its sole option, declare all of County's contracts and agreements with CR to be in default, and may further declare all sums to be paid under said contracts and agreements (through the next renewal or end date thereof) immediately due and payable, in full, at the offices of CR. Said payment shall be made within 30 days of the date CR declares County to be in default. In the event of

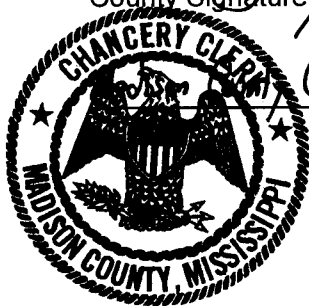
County's default, or in the event CR incurs expenses in the enforcement of any of the terms and conditions contained in this agreement, County agrees to pay all incidental and consequential damages incurred by CR together with all costs and expenses and CR's reasonable attorney's fees. This remedy is in addition to and cumulative of any and all other remedies provided in this or any other agreement or contract between the parties. The failure of CR to invoke and/or timely utilize any of its remedies provided in this or any other agreement or contract between the parties shall not be construed as a waiver thereof.

6. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. The parties consent to the exclusive jurisdiction and venue of the federal courts sitting in the State of Mississippi for all claims or actions arising under or relating in any way to this Agreement or the relationship between the parties, whether sounding in contract, tort, common law, or otherwise, and regardless of whether persons or entities who are not party to this Agreement are parties to such action; provided, however, that, for any claims or actions for which the federal courts sitting in the State of Mississippi would not have subject matter jurisdiction, the parties shall bring such claims or actions in the state courts of the State of Mississippi, and consent to the exclusive jurisdiction and venue of the state courts of the State of Mississippi for all such claims or actions. CR AND COUNTY EACH UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND/OR THE RELATIONSHIP BETWEEN THE PARTIES, WHICH WAIVER IS INTENDED TO INCLUDE, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS
7. This Agreement constitutes the entire agreement for electronic recording between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Agreed this the 1st day of April, 2015.

Bonny Goff
County Signature

HA [Signature]
CR



Chancery Clerk

President
Title