

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

**THIS ELECTRONIC RECORDING TRUSTED SUBMITTER AGREEMENT**, (Agreement) dated \_\_\_\_\_ (Effective Date), is between the Register of Deeds/Clerk/ County Recorder of Collin County, TX and Indecomm Holdings Inc., d/b/a Indecomm Global Services ("Company") with offices at: 379 Thornall Street 2<sup>nd</sup> 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 endeavour 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 issues 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

- 8:00am - 3:30pm
- (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 Texas 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** – To the fullest extent allowed by law, 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.

*LC* Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

*LC* ~~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) year ("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** – If available, the following Exhibits will be attached to this Agreement by the Register of Deeds/Clerk/County Recorder:

Exhibit A: Technical Specifications

Exhibit B: Document Acceptance and Indexing Specifications.

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 Texas. 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.

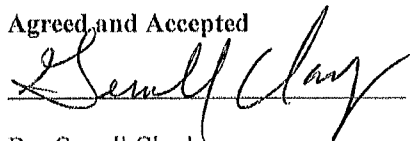
*LC* Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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.

Agreed and Accepted

 (Company)

By: Gerrell Clardy

Title: Director of Operations, DMG

Date: 5/12/2022

Phone: 612-290-7846

Email: gclardy@indecmm.net

Approved As to Form:

**COLLIN COUNTY REGISTER OF DEEDS/CLERK/RECORDER.**

\_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

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

Attn: Corey Jordin  
Indecomm Global Services  
1427 Energy Park Drive  
St. Paul, MN 55108  
Fax: 651-766-5151  
Email: corey.jordin@indecmm.net

Notices:  
Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

