

ORIGINATOR DIRECT SUBMISSION ELECTRONIC RECORDING AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between _____ ("Originator"), with offices located at _____ and iCounty Technologies LLC ("iCounty"), with offices at 1700 SW US Hwy 40 Eastbound, Suite 102, Blue Springs, Missouri 64015.

WHEREAS, iCounty has developed an electronic recording portal, iCounty EPICPortal (**EPICPortal**), to electronically receive and process documents from eligible submitting organizations to enable participating Counties to electronically record (eRecord) received documents directly within the **EPICPortal** or via transmission from the **EPICPortal** to the county's electronic recording system provider; and,

WHEREAS, Originator desires to electronically submit real property and other specified documents for Electronic Recordation in substitution for conventional paper based document; recording

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Glossary of Terms:

1.1 Electronic Recording. For purposes of this Agreement, "Electronic Recording" shall mean the process of electronic submission and delivery of documents from Participating Originators to County, via the **EPICPortal**, the electronic recordation of these documents, and the electronically based receipt of confirmation of recording from County to, or within, the **EPICPortal**.

1.2 Participating County. For purposes of this Agreement, "Participating County" shall mean a County government recording agency that has a contract whereby the iCounty' **EPICPortal** is used to allow the electronic delivery of documents for specified purposes.

1.3 User Agreement. For purposes of this Agreement, "User Agreement" shall mean the agreement attached hereto as Exhibit 2, which iCounty may modify from time to time, that sets out the terms of usage when accessing the icounty.com website for all electronic recording purposes.

2. iCounty Electronic Recordation.

2.1 iCounty will provide its Electronic Submission Client ("EPICSubmit" application to Originator, which will enable Originator to:

- a. Submit electronic documents to the **EPICPortal** for Electronic Recording by a participating County.
- b. Receive notification of the recordation status of submitted documents.
- c. Print or download the successfully eRecorded documents.

3. Recording Fees

- 3.1 If required, Originator must have a completed agreement with each Participating County to which they desire to electronically submit documents for Electronic Recording. Recording fees will be paid via ACH transfers initiated by iCounty or a direct payment method, provided that any payment method must be mutually agreed upon in writing between the Originator, iCounty and Participating County.
- 3.2 Originator acknowledges that it remains solely responsible for payment of all such fees.
- 3.3 Originator shall execute Exhibit 1 to this Agreement authorizing iCounty to initiate debit entries to Originator's designated account, on a daily basis, for all successfully Electronically Recorded documents in the amount of the actual recording fee(s) as established by law and determined by the Participating County.

4. Retrieval of Electronically Recorded or Rejected Documents

Documents that have been successfully recorded by a Participating County, as well as rejected documents, will be available for retrieval from the **EPICPortal**. It shall be solely the Originator's responsibility to query the **EPICPortal** to retrieve any documents.

- 4.1 Documents that have been successfully recorded by a Participating County will include the document image and County recordation, as well as the Participating County's recording fee and the fee charged by **iCounty** under section 5 of this Agreement.
- 4.2 Documents rejected by the Participating County will include the Participating County's description of the reason(s) for rejection.

5. iCounty' Fees and Payment

5.1 Portal Current Fee Structure

iCounty will charge Originator a "Portal Fee" (this fee is subject to change after a 60 day prior notice from iCounty to Originator) for each document submitted and successfully Electronically Recorded through the **EPICPortal**. Current Portal Fee is FOUR AND 00/100 DOLLARS (\$4.00) per successfully recorded document.

5.2 Portal Fee Payment Procedure.

- 5.2.1 Originator shall pay all Portal Fees to **iCounty** via ACH transfer.
- 5.2.2 Originator shall execute Exhibit 1 to this Agreement authorizing **iCounty** to initiate debit entries to Originator's designated account, on a daily basis, for the Portal Fees.
- 5.2.3 Portal and Recording fees will be aggregated resulting in a single debit to Originators account for each recording day.

6. Originator Responsibilities and Obligations

- 6.1 Originator shall ensure that it implements proper security measures and credentials to protect against the unauthorized access and use of the **EPICPortal** by any of Originator's agents or representatives.
- 6.2 Originator assumes any and all responsibility for the form and content of documents submitted for Electronic Recording and shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document.
- 6.3 Originator acknowledges that Electronic Recording permits it to prepare, sign and transmit in electronic formats documents and business records and that the document 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, Originator intends to be, and shall be to the extent of applicable law, bound by those recorded documents for all purposes as fully as if paper versions of the documents had been manually signed and submitted. A document cannot be cancelled once it is submitted to the Participating County.
- 6.4 The Originator represents and warrants the accuracy and completeness of any and all documents submitted for Electronic Recording and, where appropriate, that the electronic documents presented for Electronic Recording were scanned from originals. . Originator shall defend, indemnify and hold harmless **iCounty** and the Participating County from any loss, costs or damages of any kind, should any dispute or legal action arise concerning an Electronic Recording.
- 6.5 Originator is solely responsible for any and all costs associated with Electronic Recording.
- 6.6 Originator shall protect the integrity and accuracy of the Electronic Recording process through ongoing monitoring of documents submitted and recorded through the **EPICPortal**.

- 6.7 Originator shall provide **iCounty** with following information for its Administrative and/or Technical contact personnel: name, phone number, fax number, mailing address, and email address.

7. iCounty Responsibilities

- 7.1 **iCounty** is responsible for providing, supporting, and maintaining the **EPICPortal** so as to allow for the Electronic Recording provided for in this Agreement.
- 7.2 **iCounty** shall pass documents received from Originator to the Participating County without content modification.
- 7.3 **iCounty** will maintain an audit trail of all electronic document activity. The audit trail will contain, at a minimum, Originator identification, submitted content at point of receipt from the Originator, submitted content at point of submission to the Participating County, dates and times of key steps in the workflow, recording fees received from Originator and forwarded to Participating County via ACH and any errors encountered in the ACH process. **iCounty** will make the audit trail available to Originator and/or the Participating County, at their respective reasonable requests.
- 7.4 **iCounty** recognizes that electronically recorded document images are the property of the document originator and/or the recording county. Except as may be required by lawful court order, iCounty will not sell or transfer any document images that pass through, or remain in, our control to any third party. In addition, iCounty will treat customer banking information provided to iCounty for ACH purposes on Exhibit 1 of this agreement as confidential information.
- 7.5 **iCounty** will work in good faith with Originator and County to resolve any issues encountered in the Electronic Recording process that are within the scope of **iCounty**' systems and software.

8. Miscellaneous.

8.1 Governing Laws

The laws of the State of Missouri shall govern this Agreement, without regard to its conflicts of laws principles. Any suit or action brought by either party arising out of this Agreement shall be resolved exclusively in a court of competent jurisdiction within the State of Missouri.

8.2 Disclaimer of Warranties; Limitation of Liability

To the maximum extent permitted by applicable law, iCounty services under this Agreement are provided "AS IS" AND WITH ALL FAULTS. iCounty hereby disclaims any and all warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort. To the maximum extent permitted by applicable law, in no event shall iCounty be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to its performance under or in connection with this Agreement, even in the event of the fault, tort (including negligence), strict liability breach of contract or breach of warranty. Originator agrees that iCounty' liability for damages, if any, shall not exceed the charges paid to iCounty by the Originator under this Agreement. It is expressly understood that iCounty is providing a transmission service to enable the recordation of "electronic original" documents and does not guarantee the legality of Electronic Recording of documents.

8.3 Indemnification

Originator shall indemnify, defend, save, and hold harmless **iCounty** from and against all damages, losses, costs, and expenses (including actual legal fees and disbursements), fines and liabilities incurred by or awarded, asserted, or claimed against **iCounty** in connection with Originator's activities under this Agreement including claims brought by a person using or

relying upon any advice given or publication produced or distributed by Originator. iCounty shall indemnify, hold harmless and defend Originator from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of iCounty' EPICPORTAL in connection with this Agreement.

8.4 Scope of Agreement

This Agreement sets forth the entire agreement and understanding of the parties hereto, and, effective on the commencement date thereof, supersedes all prior agreements, arrangements, and understandings. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement.

8.5 Severability

If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

8.6 Amendments and Waivers

This Agreement may be amended, and any of its terms may be waived only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time(s) to require performance of any provision hereof or the waiver of such performance shall in no manner affect such party's right at a later time to enforce the same or any other provision.

8.7 Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of god, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures of delay in transportation of communications, or any failure to act by the other party or such other party's employees, agents or contractor; provided, however that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

8.8 Termination

Either party may terminate this Agreement for any reason by providing 30 days written notice of termination.

8.9 Evolution of Electronic Recording Technology

The parties acknowledge that the Electronic Recording process is an emerging technology and that state and national standards will continue to evolve. The parties agree to meet to discuss changes and additions to this Agreement as may be necessary from time to time.

Each party acknowledges it has read and understands this Agreement and agrees to be bound by its terms.

Agreed and Accepted:
iCounty Technologies LLC

Originator

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOFTWARE LICENSE AGREEMENT

1. GRANT OF LICENSE. iCounty grants to _____ (Originator) and Originator accepts a non-exclusive, non-transferable license for any number of users to use the iCounty EpicSubmit Electronic Recording System ("Software") at Originator's address according to the terms of this Agreement. The purpose of this license is to permit the use of the Software to submit documents to the EPICPortal, as further set forth in the **Originator Direct Submission Electronic Recording Agreement by and between iCounty and Originator (the "Electronic Recording Agreement")**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Electronic Recording Agreement.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a. Rental. Originator may not sell, rent, or sublicense the Software to any third party.

b. Reverse Engineer. Originator shall not reverse engineer, decode, copy or replicate all or any part of the Software.

c. Termination. iCounty may terminate this Software License Agreement at any time upon written notice to Originator if Originator fails to comply with any of the terms and conditions of this Agreement or the Electronic Recording Agreement. This Agreement shall terminate automatically in the event that the Electronic Recording Agreement is terminated. In the event of termination of this Agreement, Originator shall return to iCounty any and all copies of the Software and shall certify in writing to iCounty within 30 days after termination that it has deleted any and all copies of the Software from its computer systems.

3. COPYRIGHT. The Software is protected by copyright and other intellectual property laws and treaties. iCounty (or its suppliers) own all rights, title, copyright, and other intellectual property rights in the Software. **The iCounty Electronic Recording System is licensed to Originator, not sold.**

4. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, iCounty and its suppliers provide the Software and any (if any) support services related to the Software ("Support Services") AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Software, and the provision of or failure to provide Support Services.

ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE iCOUNTY SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE iCOUNTY SOFTWARE AND SUPPORT SERVICES, IF ANY, REMAINS WITH ORIGINATOR.

5. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall iCounty be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the iCounty Software, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of iCounty or any supplier, and even if iCounty or any supplier has been advised of the possibility of such damages.

Each party acknowledges it has read and understands this Software License Agreement and agrees to be bound by its terms.

AGREED:
iCounty:

Signature

Lisa Norris

Name

iCounty Technologies, LLC

Company Name

Office Manager

Title

Date

ORIGINATOR:

Signature

Name

Company Name

Title

Date

Exhibit 1
Authorization Agreement for Direct Debits
(ACH DEBITS)

Company Company ID (TAX ID or SSN)

I (We) hereby authorize iCounty Technologies LLC, herein after called COMPANY, to initiate DEBIT entries and/or correction entries to our ☐ CHECKING ☐ SAVINGS ☐ GENERAL LEDGER account (select one) indicated below at the depository named below, herein after called DEPOSITORY for Recording Fees ☐ and/or EPIC Portal Fees ☐.

Depository Name Branch

City State

Bank Transit / ABA Number Account Number

Effective Date (if applicable)

This authorization is to remain in full force until ICOUNTY has received written notification from me (or either or us) of its termination in such manner as to afford ICOUNTY and DEPOSITORY reasonable opportunity to act upon it.

NAME

Signature Date

Exhibit 2
iCounty Technologies, LLC
icounty.com EPIC Portal User Agreement

USER AGREEMENT

PLEASE READ THIS USER AGREEMENT AND THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. Your use of this site is expressly conditioned on your acceptance of the following terms and conditions. By using this site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site.

- 1. OWNERSHIP.** The icounty.com website ("Site") and each of its modules, together with the arrangement and compilation of the content found on the Site, is the property of iCounty Technologies, LLC. In addition, the trademarks, logos and service marks displayed on the Site (collectively, the "Trademarks") are registered and common law Trademarks of iCounty, its affiliates, and various third parties. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license right to use any of the Trademarks without the written permission of iCounty, or such other party that may own the Trademarks.
- 2. USE OF SITE.** iCounty grants you a limited, non-transferable license to use the Site in accordance with the terms and conditions of this User Agreement and the Electronic Recording Agreement. You may only use the Site to electronically submit, record, transmit, receive, and process documents and shall not use the Site for any other purposes, including without limitation, to make any speculative, false or fraudulent submission. The Site and the content provided in the Site, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of iCounty, except that you may download, display and print the materials presented on the Site as allowed by agreement with iCounty. You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on the Site, in any case without the prior written permission of iCounty. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on the Site to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes a burden or load on our infrastructure that iCounty deems in its sole discretion to be unreasonable or disproportionate of the benefits iCounty obtains from your use of the Site. Unauthorized use of the Site and/or the materials contained on the Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Web site or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by a copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of the Site.
- 3. AGE AND RESPONSIBILITY.** If you use the Site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You understand that you are financially responsible for all uses of the Site by you and those using your login information.

4. REVIEW OF TRANSMISSIONS. iCounty may, from time to time monitor and review any information transmitted or received through the Site and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that iCounty deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined recorded or copied, and your use of the Site constitutes your consent to such monitoring and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on the Site, you grant iCounty a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology.

5. EXCLUSION OF WARRANTY. iCOUNTY MAKES NO WARRANTY OF ANY KIND REGARDING THE SITE AND/OR ANY MATERIALS PROVIDED ON THE SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. iCOUNTY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THE SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. iCOUNTY DOES NOT WARRANT THAT THE SITE, ITS SERVERS OR ANY E-MAIL SENT FROM iCOUNTY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH VARY FROM STATE TO STATE.

6. LIMITATION OF LIABILITY. iCOUNTY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. IN NO EVENT SHALL iCOUNTY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF THE SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SITE FOR PROCESSING RECORDING OF SUBMITTING DOCUMENTS), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY iCOUNTY, INCLUDING, BUT NOT LIMITED TO, NON PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

If, notwithstanding the foregoing, iCounty should be found liable for any loss or damage which arises out of or is in any way connection with any of the above described functions or uses of the Site or its content, the liability of iCounty shall in no event exceed, in the aggregate, the greater of (a) the Recording fee and service charge for accessing the Site, or (b) US\$100.00. In its sole discretion, in addition to any other rights or remedies available to iCounty and without any liability whatsoever, iCounty at any time and without notice may terminate or restrict your access to any component of the Site. Some states do not allow limitation of liability, so the foregoing limitation may not apply to you.

7. INDEMNIFICATION. You shall defend and indemnify iCounty and its officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the Site.

8. RELATIONSHIP. The relationship between iCounty and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

9. GOVERNING LAW. This Agreement and its performance shall be governed by the laws of the state of Missouri, United States of America, without regard to its conflict of laws provisions. You consent and

submit to the exclusive jurisdiction of the state and federal courts located in the state of Missouri, United States of America, in all questions and controversies arising out of your use of the Site and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

10. ATTORNEY'S FEES. If iCounty takes any action to enforce this User Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

11. INJUNCTIVE RELIEF. You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to iCounty as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that iCounty shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by iCounty in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

12. TERMINATION. iCounty may terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of the Site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which iCounty may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to iCounty, as applicable.

13. ASSIGNMENT. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

14. MODIFICATION. iCounty may at any time modify these terms and conditions and your continued use of the Site will be conditioned upon the terms and conditions in force at the time of your use.

15. ADDITIONAL TERMS. Additional terms and conditions may apply to submission, deliver, or processing of these election documents, and other uses of portions of the Site, and you agree to abide by such other terms and conditions.

16. SEVERABILITY. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

17. HEADINGS. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

18. ENTIRE AGREEMENT. This User Agreement, together with any terms and conditions of any Electronic Recording Agreement entered into between you and iCounty or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Site.

Service Information Sheet

Please complete Originator contact information below and return this sheet with the executed agreement.

1. Hours of Operation

- 1.1 Excluding legal holidays iCounty will be open for business (taking phone calls, providing technical assistance, etc.) Monday through Friday, 8:00 am to 5:00 P.M., Central Time.
- 1.2 Documents may be submitted to the EPICPortal for processing 24/7. However, submitted documents will only be recorded on those days and hours established by the appropriate County Recording Office. Documents will not be processed on County holidays, weekends, etc., or in the event of network or equipment failure. This includes other closings ordered or authorized by the appropriate County.

2. Contacts

All parties shall provide an Administrative Contact (an individual familiar with the process of executing and filing documents) and a Technical Contact (an individual familiar with the iCounty computing environment and capable of resolving or reporting any technical issues):

2.1 iCounty

2.1.1 Administrative Contact:

Name	Lisa Norris
Phone Number	816-295-1540
Fax Number	
Mailing Address	1700 SW US Hwy 40 Eastbound, Ste 102 Blue Springs, MO 64015
Email Address	lisa.norris@icounty.com
Other Contact Number(s)	

2.1.2 Technical Contact:

Name	David Mudd
Phone Number	816-295-1540
Fax Number	816-295-1541
Mailing Address	1700 SW US Hwy 40 Eastbound, Ste 102 Blue Springs, MO 64015
Email Address	dave.mudd@icounty.com
Other Contact Number(s)	816-213-6833 (Mobile)

2.2 Originator

2.2.1 Administrative Contact:

Name	
Phone Number	
Fax Number	
Mailing Address	
Email Address	
Other Contact Number(s)	

2.2.2 Technical Contact:

Name	
Phone Number	
Fax Number	
Mailing Address	
Email Address	
Other Contact Number(s)	