

**MEMORANDUM OF UNDERSTANDING AND ELECTRONIC
RECORDING TRUSTED SUBMITTER AGREEMENT**

This Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement is hereby entered by and between Webb County acting by and through The Webb County Clerk's Office, hereinafter sometimes referred to collectively as "Webb County" is located at 1110 Victoria St. Suite 201, Laredo, Texas 78040 and _____
Simplifile, LC _____ ("Simplifile"), whose address is _ 4844 N
300 W Ste 202, Provo, UT 84604.

In consideration of each party's performance of their respective obligations under the terms and conditions of this agreement, the parties agree as follows:

Webb County acting by and through The Webb County Clerk's Office desires to offer Simplifile the ability to provide for receiving, transmitting and the recording of Official Public Record documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

Simplifile offers a local, regional, and/or national electronic recording services to function as a trusted third party for and on behalf of various Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and/or other trusted entities to submit electronic documents to government entities for recording.

Webb County and Simplifile agree to the terms for electronic recording with the County under the terms and conditions contained in this Memorandum of Understanding and Electronic Recording Trusted Submitter agreement. The parties agree to operate and maintain a secure electronic recording system that safeguards all parties to the electronic recordation from deceit, fraud, forgery. This agreement sets forth and outlines the procedures and practices for the relationship and duties between **Webb County** and the **Simplifile**. It is expressly understood and agreed that both parties participation in this Electronic Recording Program is voluntary and the decision to do so is a business judgment made by both parties to this Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement.

For purposes of this Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement, *Electronic Recording* is defined to be the electronically based submitting of documents from the Simplifile for recording in the **Official Public Records of Webb County** in compliance with all applicable laws and regulations from Webb County to Simplifile, and the electronically based receipt of confirmation of recording from Webb County to Submitting Organization based on the levels of automation and structure of the transaction and is characterized by three levels of automation and structure as follows:

Level 1: Simplifile transmits scanned image copies of ink signed and notarized

documents to Webb County. Webb County shall complete the recording process in the same way as paper using the imaged 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: Simplifile transmits scanned images of ink signed and notarized documents along with electronic indexing information to Webb County. Webb County shall perform an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to Simplifile along with the electronic recording data.

Level 3: Simplifile transmits "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by Webb County and returned in Smart document format to Simplifile.

County Responsibilities.

The **Webb County Clerk's Office** is responsible for:

- a. defining and communicating to Simplifile the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by County. Company agrees to provide the transmission to the County in accordance with the specifications outlined by the **Webb County Clerk's Office**. Simplifile understands that the specifications may change from time to time. In the event changes to the specification are required, the County will provide a written notice to Simplifile within a reasonable timeframe;
- b. defining and communicating to Simplifile document specifications for the Electronic Recording program. For each document, the **Webb County Clerk's Office** specific document code is provided to Simplifile. Any **Webb County Clerk's Office** specific editing rules will also be defined and communicated to Simplifile;
- c. communicating the processing schedules, applicable recording fees and hours of operation for the Electronic Recording Program to Simplifile.
- d. providing Electronic Recording ACH payment information to Simplifile.

e. supporting any technical issues associated with its receipt of submitted documents for recording under this Agreement. The **Webb County Clerk's Office** shall work, in good faith, with Simplifile to resolve issues with the Electronic Recording process.

f. The **Webb County Clerk's Office** shall cooperate with Simplifile to address problems or issues associated with this Agreement so the problems can be reported and addressed. In the event that a problem is determined to be with (Simplifile) and not the Electronic Recording system of Webb County, the **Webb County Clerk's Office** shall work to resolve issues with Simplifile.

Simplifile Responsibilities.

a. Simplifile shall be responsible for implementing security measures and credentials. Simplifile shall be responsible for the submission of documents using unique credentials provided to Simplifile by the **Webb County Clerk's Office** for the purposes of engaging in Electronic Recording.

b. Simplifile shall check documents submitted for Electronic Recording prior to submission for scanning defects, illegible areas, and other deformities that would impact the validity of the document.

c. Simplifile acknowledges that Electronic Recording allows for the preparation, signing and/or transmittal in electronic formats of documents and business records. The parties agree that 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.

d. Simplifile shall be responsible for forwarding records received from its Subscribers for submission to the **Webb County Clerk's Office** verifying to the extent reasonably possible that the source of the document is known to be from the Subscriber who has been authenticated and that the documents to be recorded pass from Simplifile to the **Webb County Clerk's Office** without modifications. Simplifile is responsible for receiving recording information from the **Webb County Clerk's Office** and verifying to the extent reasonably possible that the source of the receipt is known to be the **Webb County Clerk's Office**. Simplifile will maintain an audit trail of documents submitted for recording under this Agreement available to the **Webb County Clerk's Office**, at their request, to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from Subscriber, submitted content as at point of delivery to the **Webb County Clerk's Office**, dates and times submitted, size and checksum.

e. Simplifile is responsible for supporting any technical issues associated with its submission of documents for recording under this Agreement. Simplifile shall work, in good faith, with the **Webb County Clerk's office** to resolve issues with the Electronic Recording process.

f. Simplifile shall cooperate with the **Webb County Clerk's Office** to address problems or issues associated with this Agreement so the problems can be reported and addressed. In the event that problem is determined to be with the Electronic Recording software and not the infrastructure provided Simplifile shall work to resolve issues with the **Webb County Clerk's Office**.

Program Eligibility

Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other various trusted entities or subscribers may directly or through a trusted third party provider submit Official Property Records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement outlines the procedures and rules for the trusted relationship between _____ (_____) and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment and agreed to by both parties to this Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement.

There will be no added fees or costs of any kind charged by the County for Electronic Recording other than those fees set forth in the **Webb County Clerk's Recording Fee Schedule**, as shown on **Attachment C**.

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding and Electronic Recording Trusted Submitter Agreement.

Attachment A contains the Webb County Clerk's Office processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's

reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify Simplifile with a choice of using a courier service or waiting until the problem has been remedied.

Attachment B provides the payment instructions for the Electronic Recording program. This form provides the account information for Simplifile to deposit payments via ACH into the County Clerk's Office bank account.

Attachment C contains the Webb County Recording Fee Schedule for the Electronic Recording Program.

Simplifile Responsibilities

Simplifile acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and 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, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, Simplifile intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, Simplifile intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

Webb County and/or the Webb County Clerk's Office shall not incur any liability whatsoever for the information electronically transmitted by Simplifile. Should a dispute or legal action arise concerning an electronic transaction, Webb County and/or the Webb County Clerk's Office will be held harmless by Simplifile and Simplifile hereby expressly covenants and agrees that Webb County and/or the Webb County Clerk's Office shall not be liable for any damages to Simplifile.

Webb County and/or the Webb County Clerk's Office will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither Simplifile nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

Simplifile and the Webb County and/or the Webb County Clerk's Office will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement. The observance of any term of this Agreement may be waived by the Party entitled to enforce such term, but such waiver shall be effective only if it is in writing and signed by the Party entitled to enforce such term and against which such waiver is to be asserted. No delay or omission on the part of any Party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or

further exercise thereof or the exercise of any other right or privilege under this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relating to this Agreement that are not fully expressed in this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination by certified mail.

Simplifile Contact Information:

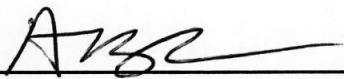
Simplifile, LC _____ Name of Organization/Company
Vicki DiPasquale _____ Contact Person
VP Sales _____ Title
4844 N 300 W, Ste202 _____ Address
Provo, UT 84604
801-373-0151 _____ Phone Number
vdipasquale@simplifile.com E-mail
www.simplifile.com _____ Website

Webb County Clerk's Office Contact Information:

Webb County Clerk's Office
Margie Ramirez Ibarra
Webb County Clerk
1110 Victoria St. Suite
956-523-4251
Mibarra@webbcountytx.gov - E-mail
www.webbcountytx.gov - Website

Agreed and Accepted:

Simplifile



Signature

Name: Auri Burnham

Title: VP Finance


Date: 09/15/2017

Webb County, Texas:


Margie Ramirez Ibarra,
Webb County Clerk

Date: 9-28-2017

WEBB COUNTY


Tano E. Tijerina
Webb County Judge

Date: September 2, 2017

ATTESTED:

Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Marco A. Montemayor

Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On September 11, 2017; item no.13.c.*

Attachment - A
Hours of Operation and Processing Schedule

**Webb County Clerk Office Hours of Operation: 8:00 AM to 5:00 PM (Central)
Time Zone**

eRecording/Processing Hours: 8:00 AM to 5:00 PM

**Closed for Holidays (See Webb County Website for Holiday Schedule and Closings at
www.webbcountytx.gov)**

Attachment B

Simplifile Electronic Payment Authorization.

This authorization form gives Simplifile authority to credit payments to your account.

Simply complete the form in order to begin the Electronic Payment Program.

1. Mark the box before type of account to indicate whether your payments will be credited to your checking or savings account.
2. Fill in date, your receiver/county name, financial institution name, and routing/account number.

NOTE: Be sure to sign the form

COUNTY AUTHORIZATION – Please complete and return to:

Third Party Subscriber or Simplifile Contact Information:

Simplifile, LLC Name of Third Party Subscriber or Organization
Auri Burnham Contact Person
VP Finance Title
4844 N 300 W Address
Provo, UT 84604

I authorize you and the financial institution listed below to initiate electronic credit entries to the account of record:
 Checking account Savings account

This authority will remain in effect until cancelled in writing.

Date _____

Webb County Clerk's Office

TRANSIT ROUTING NUMBER _____

FINANCIAL INSTITUTION _____

ACCOUNT NUMBER INFORMATION _____

Contact Name & Title (Please Print)

Authorized Signature & Title

Email Address / Phone Number

Client Code (For office use only)

This authority is to remain in full force and effect until _____ (Third Party Subscriber or Simplifile) has written notification of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

Attachment C

Webb County Fee Schedule

OPR Fees 2017

| # OF PAGES | TOTAL FEE |
|------------|-----------|
| 1 | \$ 26.00 |
| 2 | \$ 30.00 |
| 3 | \$ 34.00 |
| 4 | \$ 38.00 |
| 5 | \$ 42.00 |
| 6 | \$ 46.00 |
| 7 | \$ 50.00 |
| 8 | \$ 54.00 |
| 9 | \$ 58.00 |
| 10 | \$ 62.00 |
| 11 | \$ 66.00 |
| 12 | \$ 70.00 |
| 13 | \$ 74.00 |
| 14 | \$ 78.00 |
| 15 | \$ 82.00 |
| 16 | \$ 86.00 |
| 17 | \$ 90.00 |
| 18 | \$ 94.00 |
| 19 | \$ 98.00 |
| 20 | \$ 102.00 |
| 21 | \$ 106.00 |
| 22 | \$ 110.00 |
| 23 | \$ 114.00 |
| 24 | \$ 118.00 |
| 25 | \$ 122.00 |
| 26 | \$ 126.00 |
| 27 | \$ 130.00 |
| 28 | \$ 134.00 |
| 29 | \$ 138.00 |
| 30 | \$ 142.00 |
| 31 | \$ 146.00 |
| 32 | \$ 150.00 |
| 33 | \$ 154.00 |
| 34 | \$ 158.00 |
| 35 | \$ 162.00 |
| 36 | \$ 166.00 |
| 37 | \$ 170.00 |
| 38 | \$ 174.00 |
| 39 | \$ 178.00 |
| 40 | \$ 182.00 |

| # OF PAGES | TOTAL FEE |
|------------|-----------|
| 41 | \$ 186.00 |
| 42 | \$ 190.00 |
| 43 | \$ 194.00 |
| 44 | \$ 198.00 |
| 45 | \$ 202.00 |
| 46 | \$ 206.00 |
| 47 | \$ 210.00 |
| 48 | \$ 214.00 |
| 49 | \$ 218.00 |
| 50 | \$ 222.00 |
| 51 | \$ 226.00 |
| 52 | \$ 230.00 |
| 53 | \$ 234.00 |
| 54 | \$ 238.00 |
| 55 | \$ 242.00 |
| 56 | \$ 246.00 |
| 57 | \$ 250.00 |
| 58 | \$ 254.00 |
| 59 | \$ 258.00 |
| 60 | \$ 262.00 |
| 61 | \$ 266.00 |
| 62 | \$ 270.00 |
| 63 | \$ 274.00 |
| 64 | \$ 278.00 |
| 65 | \$ 282.00 |
| 66 | \$ 286.00 |
| 67 | \$ 290.00 |
| 68 | \$ 294.00 |
| 69 | \$ 298.00 |
| 70 | \$ 302.00 |
| 71 | \$ 306.00 |
| 72 | \$ 310.00 |
| 73 | \$ 314.00 |
| 74 | \$ 318.00 |
| 75 | \$ 322.00 |
| 76 | \$ 326.00 |
| 77 | \$ 330.00 |
| 78 | \$ 334.00 |
| 79 | \$ 338.00 |
| 80 | \$ 342.00 |

| # OF PAGES | TOTAL FEE |
|------------|-----------|
| 81 | \$ 346.00 |
| 82 | \$ 350.00 |
| 83 | \$ 354.00 |
| 84 | \$ 358.00 |
| 85 | \$ 362.00 |
| 86 | \$ 366.00 |
| 87 | \$ 370.00 |
| 88 | \$ 374.00 |
| 89 | \$ 378.00 |
| 90 | \$ 382.00 |
| 91 | \$ 386.00 |
| 92 | \$ 390.00 |
| 93 | \$ 394.00 |
| 94 | \$ 398.00 |
| 95 | \$ 402.00 |
| 96 | \$ 406.00 |
| 97 | \$ 410.00 |
| 98 | \$ 414.00 |
| 99 | \$ 418.00 |
| 100 | \$ 422.00 |
| 101 | \$ 426.00 |
| 102 | \$ 430.00 |
| 103 | \$ 434.00 |
| 104 | \$ 438.00 |
| 105 | \$ 442.00 |
| 106 | \$ 446.00 |
| 107 | \$ 450.00 |
| 108 | \$ 454.00 |
| 109 | \$ 458.00 |
| 110 | \$ 462.00 |
| 111 | \$ 466.00 |
| 112 | \$ 470.00 |
| 113 | \$ 474.00 |
| 114 | \$ 478.00 |
| 115 | \$ 482.00 |
| 116 | \$ 486.00 |
| 117 | \$ 490.00 |
| 118 | \$ 494.00 |
| 119 | \$ 498.00 |
| 120 | \$ 502.00 |