

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated 14th Apr. 1, 2011 is between Tooele County Recorder ("COUNTY") with its principal offices located at 47 South Main St., Tooele, VT 84074 and Ingeo Systems, Inc. ("INGEO") with offices at 1300 North 200 East, #118, Logan, UT 84341.

The COUNTY desires to offer customers the option of recording documents by electronic means providing for the receiving and transmitting of documents electronically as an alternative means to conventional paper based documents to the mutual benefit of the COUNTY and the parties of the recording transactions.

For purposes of this Memorandum of Understanding, **Electronic Recording** is defined to be the electronically based submitting of documents from INGEO to COUNTY and electronically based receipt of confirmation of recording from COUNTY to INGEO.

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 outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship. Participation in the Electronic Recording program is voluntary.

INGEO and the COUNTY recognize the need to ensure that only original documents holding original signatures are submitted for electronic recording.

The COUNTY performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents.

INGEO acknowledges that Electronic Recording permits its submitters to prepare, sign, and transmit in electronic format documents, and that the documents shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents.

The electronic recording data, including Recorder's File, where appropriate will be returned to INGEO.

Neither the **COUNTY** nor **INGEO** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

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.

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

There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording nor will **INGEO** charge any fees to the **COUNTY** for Electronic Recording. **INGEO** will be required to meet **COUNTY** requirements in order to record electronically. Payment of all recording fees must be paid on the following business day.

COUNTY Responsibilities:

COUNTY shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

COUNTY shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

COUNTY shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual paper process. Documents received on any business day after close of recording may be processed on the next business day in the order they were received.

INGEO Responsibilities:

INGEO shall work to ensure that all security measures and credentials implemented are protected from unauthorized access. **INGEO** assumes all responsibility for documents submitted through unique credentials provided to **INGEO** for the purposes of engaging in Electronic Recording.

INGEO shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, and other deformities that would impact the validity of the document. This diligence includes adherence to **COUNTY** indexing and formatting standards.

INGEO acknowledges that Electronic Recording permits its submitters to prepare, sign and transmit in electronic formats documents to the **COUNTY**; the documents shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents.

INGEO must maintain an electronic audit trail of all activity.

INGEO is responsible for supporting any technical issues associated with Electronic Recording through their submitting software program. **INGEO** is solely responsible for any and all costs of the system or services that enable **INGEO** to meet the Electronic Recording Program requirements.

INGEO shall ensure ACH payment of recording fees to **COUNTY**'s bank account within one business day of the date the document is recorded by **COUNTY**.

INGEO will email a daily report to **COUNTY** each evening detailing the documents recorded that day and the associated recording fees owed broken out by submitter ("ePay Report").

General Understanding

COUNTY will not incur any liability for the information electronically transmitted by **INGEO** to **COUNTY**.

COUNTY will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the **COUNTY** nor **INGEO**, nor any Electronic Recording Provider shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

The Electronic Recording Provider, **COUNTY**, and **INGEO** 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.

The **COUNTY** and **INGEO** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, all parties agree to meet to discuss changes and additions to this Memorandum of Understanding.

ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this Agreement represents the entire agreement between the parties.

TERMINATION. Either party may terminate this Agreement without cause with 30 days written notice to the other party. User remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

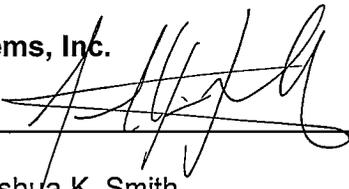
NO WARRANTIES/RELEASE OF LIABILITY. Absent gross Negligence or willful misconduct, **INGEO** agrees to release the **COUNTY** from any liability in connection with the electronic filing and recordation of documents under this Agreement. Parties to the electronic recording transactions understand that there are no warranties, express or implied, in connection with such transactions.

ATTACHMENTS

Attachment A defines the technical specifications including format, models of recording supported, and transmission protocols of the electronic records required by **COUNTY**. **INGEO** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **INGEO** 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 the **INGEO** within a reasonable timeframe.

Agreed and Accepted:

Ingeo Systems, Inc.

By:  _____ (INGEO)

Name Joshua K. Smith

Title: Western Regional Sales Representative

Date: 14 APR 2011

Tooele County

By:  _____ (COUNTY)

Name: Jerry Houghton

Title: County Recorder

Date: _____

Attachment A

Technical Specifications

Electronic Recording is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

Model 1 Submitting organizations transmit scanned images of ink signed documents to the county. The county performs an electronic examination of the imaged documents and then completes the recording process using the imaged document. The electronic version of the recorded document is returned electronically to the submitting organization.

Model 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs 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 the submitting organization along with the electronic recording data.

Model 3 Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

5) Models (or Levels) of Recording Supported:

Models 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. **INGEO** must work with the **COUNTY** to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.

7) Indexing Requirement and Imaging Standards:

Will be determined by **INGEO** and the **COUNTY** during the implementation process.

8) Acceptance/Rejection of Documents:

Submitted documents that are accepted for recording will be provided to **INGEO** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to Ingeo in electronic format after recordation is complete. This confirmation will include the document image and **COUNTY** recording data. **COUNTY** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected by **COUNTY** will be returned to **INGEO** in electronic format after rejection, along with a description of the reason(s) for rejection. These documents will be electronically returned to the originating submitter for correction and resubmission.

Attachment B

Contact Information

[Insert name of county] County:

PRIMARY CONTACT: *Terry M. Houghton*

TITLE: *County Recorder*

PHONE #: *435.843.3180*

E-MAIL: *jhaughton@co.tooele.ut.us*

Send ePay Reports to:

Primary Contact for IT/Ops at County:

Ingeo Systems:

System/Ops Support:

Tyler Worf

System Engineer

(435) 755-9837 x46 phone

(435) 755-9625 fax

tworf@ingeo.com

Additional Ingeo Contacts:

Joshua Smith, Western Regional Sales Representative, jsmith@ingeo.com,
435.764.6556

Jim DeGaetano, VP of Sales, jdegaetano@ingeo.com, (630) 832-3308

Lyndi Smith, Admin Mgr, lsmith@ingeo.com, accounting@ingeo.com (435) 755-9837 x39

help@ingeo.com or ops@ingeo.com or sales@ingeo.com