

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

Web Conference

8711 Windsor Parkway, Suite 2

Johnston, Iowa

April 9, 2026

10:00 A.M. to 11:00 A.M.

- **Welcome and Introductions**
- **March 11, 2026 – ESS Coordinating Committee Meeting Summary – Approval**
- **Contracts and Agreements**
 - **Notification System – Cott Systems – Approval**
 - **Electronic Submission - Hopdox – Approval**
- **Other Project Updates**
 - **E-Submission Payment Distributions**
 - **ESS Office Relocation Review Update**
- **Adjourn - Next Regular Meeting May 14, 2026**

**ESS Coordinating Meeting
March 11, 2026**

Attendance

ESS Coordinating Committee Members

Jamie Stargell, Adams County Recorder
Kisha Martin, Ringgold County Recorder
Travis Case, Grundy County Recorder
Denise Baker, Wright County Recorder
Jolynn Goodchild, Plymouth County Recorder

Natalie Steffener, Des Moines County Recorder
Julie Haggerty, Polk County Recorder
Melissa Bahnsen, Cedar County Recorder
David Erickson, Dentons Davis Brown

Other Participants

Ann Ditsworth, Dickinson County Recorder
ReNae Arnold, Dallas County Recorder
Megan Clyman, Davis County Recorder
Ann Sweeney, Dubuque County Recorder
Nancy Booten, Lee County Recorder
Stacie Herridge, Story County Recorder

Teresa Olson, Worth County Recorder
Dawn Froese, Linn County Recorder Staff
Patty Hinners, Scott County Recorder Staff
Nick Lanning, Rafferty Group
Brent Calvert, American Abstract & Title

Jammie Hoffman, Iowa Land Records
Phil Dunshee, Iowa Land Records
Lisa Long, Iowa Land Records

Samantha McMahon, Iowa Land Records
Kristen Delaney-Cole, Iowa Land Records
Corrie Strasser, Iowa Land Records

Welcome

A hybrid meeting of the ESS Coordinating Committee was held via web conference and at the ESS office in Johnston. Chair Jamie Stargell called the meeting to order. The Committee also welcomed Jammie Hoffman in her new role as the Executive Director.

ESS Coordinating Committee Meeting Summary

The meeting summary of the ESS Coordinating Committee meeting on February 19th was reviewed with a recommendation to amend the participation list.

Travis Case made a motion to approve the meeting summary with the amendment. Natalie Steffener seconded, and the motion was approved.

Financial & Strategic Review

February Metrics

E-Submission trends were above expectations once again, as February recorded the second-highest number of submissions for the month compared to previous years. It was reported that current projections are not expected to surpass the above-average activity levels observed in 2025. In consideration of possible recording fluctuations, the ESS budget was set conservatively if submission volumes do not continue at the current pace. ESS will continue to monitor these trends throughout the year and provide updates to the Committee.

Contracts and Agreements

Notification System RFQ & Intent to Award

The Project Manager provided an update on the Request for Quotes (RFQ) shared with various eligible development providers to assist with creating and implementing a notification system that would serve multiple counties through the Iowa Land Records infrastructure. The system is intended to provide a centralized notification service for users across participating counties.

Three qualifying vendors submitted proposals, which were evaluated based on qualifications, technical approach, expertise, and cost. The evaluation process included detailed proposal scoring and an interview process for the top two vendors. The interviews were conducted by an evaluation committee. A

memo from the Project Manager about the qualifying vendors was shared with the committee. The evaluation committee, comprised of County Recorders, the IT representative on the ESS Coordinating Committee, and the ILR Technical Lead, was created to help make an informed decision. It was also noted that the procurement process followed many procedures used by the state of Iowa.

The evaluation committee unanimously recommended designating Cott Systems as the selected development vendor. A Notice of Intent to Award presented for review and action. The Committee discussed project logistics, which included confirmation that the notification system would be developed as custom software, owned and maintained by Iowa Land Records. The RFQ and the proposed Notice were reviewed by legal counsel, Brick Gentry, prior to being presented to the Committee for consideration.

Melissa Bahnsen moved to approve the Notice of Intent to Award and authorized staff to prepare a contract amendment with Cott Systems. Denise Baker seconded the motion, and the motion approved.

ESS Office Space Lease

Following a search for new office space, the Committee was presented with proposed lease terms for a new office location at 2910 Westown Parkway in West Des Moines. The office search process included the evaluation of multiple properties to identify a space that would meet the operational needs of the team.

The proposed lease includes a five-year term with options for early termination and renewal. Additional provisions include utilities being included in the lease and the landlord's commitment to complete updates to the space, including new carpet and paint, prior to occupancy.

Travis Case moved to approve the lease of the new office space at 2910 Westown Parkway. Julie Haggerty seconded. The motion was approved.

Linux Migration and 1099 Agreement Extension

The Committee reviewed a proposed extension related to the ongoing Linux migration project. The project timeline has been impacted by development staff transitions, and continued collaboration with the former technical leader, Kelly Wallace, to support project continuity. The Committee was asked to approve a contract extension of the existing 1099 agreement with Kelly Wallace to continue working on the project. While the timeline has extended beyond initial expectations, contract hours utilized remain below projections and within the approved budget.

Melissa Bahnsen moved to approve the contract extension, and it was seconded by Natalie Steffener. The motion was approved.

Konica Minolta Lease Substitution

In preparation for the office relocation, the Committee reviewed the existing copier lease and moving charges with Konica Minolta. A lease substitution agreement for a new machine was presented as an alternative to relocating the current copier. Konica Minolta has proposed an early termination of the existing contract that is in effect through January, 2027. A new three-year contract would be initiated. The Committee discussed the option to retain the current equipment and pay the moving fee. This approach would allow ESS to continue operating with the current machine while providing additional time for staff to research and evaluate alternative solutions.

Travis Case moved to continue the copier lease agreement, pay the moving fees and to consider other options. Julie Haggerty seconded the motion. The motion was approved.

Legislative Update

Note: Due to time constraints, the legislative report was moved towards the beginning of the meeting. The summary of the update is included in the order of the agenda for continuity.

Nick Lanning of Rafferty Group provided an update on legislative activity impacting County Recorders and Iowa Land Records.

The Iowa Legislature is approaching its second funnel deadline, with increased floor debate and committee activity underway. Many of the bills relevant to County Recorders and ESS remain active beyond the funnel deadline due to fee-related provisions, which place them within the jurisdiction of the Ways and Means committees. Discussions surrounding property tax policy are expected to continue in the legislature.

Several bills related to recording and the office of County Recorder continue to be monitored. Discussion about HF1031 continues with legislators to determine the most effective path forward, particularly as attention remains focused on other legislation. The bill is currently under the purview of the Senate Ways and Means Committee.

Policies and Procedures

The Project Manager confirmed that the ESS Policies and Procedures were updated as approved by the Committee in February and would be published on the ILR website. The policy update was originated by a working group established by the Iowa County Recorders Association to review the 28E Agreement and ESS Policy and Procedures. Discussions about these changes were conducted in 2025 by the Finance Subcommittee and the ESS Coordinating Committee. Committee members sought and gathered feedback from the recorders in their respective districts. The final recommended policy changes included refined definitions, the election of ESS officers in January of each year, designating the ESS Coordinating Committee Secretary/Treasurer and ICRA Treasurer as standing members of the Finance Subcommittee, setting term limits, the selection of a Finance Subcommittee Vice-Chair and other procedural changes.

WordPress Site Update

The Committee received an update on the website refresh project, which is currently in the audit and planning phase. Initial insights were shared regarding how users access and utilize information on the Iowa Land Records public-facing website. The ESS admin team will continue reviewing detailed user behavior data to help inform future layout decisions and the overall presentation of information. This effort is focused on identifying the most valuable tools and resources for both registered users and the general public.

It was also noted that a survey will be distributed to County Recorders to gather feedback on the password-protected ICRA Resource Hub, with results intended to support future improvements and content organization.

CESAPI and CUAPI Update

The Project Manager provided an update on current discussions and work on the county upload API project (CUAPI). While the project is ongoing, the importance of communication and relationships with the respective county service providers was emphasized to help keep the project moving forward, as the transition has been underway for over two years.

Additional Information

Jammie Hoffman, the new Executive Director, shared brief remarks regarding her onboarding experience, including her transition into the role, and involvement in ongoing projects such as the notification system. The Committee also recognized and expressed appreciation for Phil Dunshee's more than 20 years of service and leadership in the development and growth of Iowa Land Records. Members acknowledged his longstanding contributions and institutional knowledge and offered their thanks as he prepares for his next opportunity.

Adjournment

The meeting was adjourned. The next meeting of the ESS Coordinating Committee is scheduled for May 14, 2026.

Contract Terms and Conditions

Amendment Number 4

This fourth amendment to the Maintenance and Support Agreement (Agreement) made and effective as of July 1, 2023, by and between the Electronic Services System (ESS) and (Valsoft Corporation dba Cott Systems (Service Provider or Cott)). The parties agree to amend the Agreement, as provided in Section 3.3 to add this Addendum and incorporate new activities relating to the creation of an Iowa Land Records property notification system.

1. ADDENDUM. On February 3, 2026, the Electronic Services System published a Request for Quotes (RFQ: ESS-2026-1) seeking proposals for Deliverables, Developments and Documentation for an ESS and Iowa Land Records property notification system. A Questions & Answers document was published on February 10, 2026, to provide responses to questions submitted by eligible service providers. Proposals were received from three service providers prior to the published deadline of February 17, 2026. The proposals were evaluated by a committee appointed by the ESS Coordinating Committee Chair.

Based on the results of the evaluation performed by the committee as provided in Section 5 of the RFQ, it was recommended that Cott Systems be selected to provide the requested services. On March 11, 2026, the ESS Coordinating Committee approved a motion to adopt a Notice of Intent to Award a Work Authorization to Cott Systems, and to “authorize ESS team members to prepare a contract amendment with Cott Systems which conforms with the scope of work published in RFQ Number ESS-2026-1 and the assurances provided by Cott Systems”. This amendment fulfills this directive. This addendum specifies the scope of work, terms and conditions and other elements of the agreement between Cott and ESS with respect to Iowa Land Records Property Notification project.

2. Incorporation By Reference. Provisions of RFQ ESS-2026-1 published on February 3, 2026, and the Questions & Answers document published on February 10, 2026, are incorporated by reference into this amendment.

3. Key Personnel. Cott shall assign the following personnel who will perform the identified roles and functions for the project.

- Andy Bloomfield — Cott Systems Chief Technology Officer – Northville, Michigan
- Noah Davis — Delivery Lead, responsible for project coordination, reporting, milestone tracking, and formal work authorization management – Columbus, Ohio
- Jonathan Chapman — Architecture Governance / Technical Lead, responsible for overall technical direction, ESS alignment, and design oversight – Toronto, Ontario, Canada
- David Gomez, Senior Java Developer – Colombia
- Drew Anderson — Senior Java Developer supporting backend service development - Montreal, Quebec, Canada
- Robert Wilkerson — Database Architect, supporting schema design, indexing strategy, and database performance – Columbus, Ohio
- Tony Zwain — Front-End/Full Stack Developer, focused on Thymeleaf/Bootstrap implementation – Beirut, Lebanon
- Jason Westerviller — ILR subject matter expert and integrations – Columbus, Ohio

Project assignments may vary somewhat by phase (see Section 5 – Project Phases), and all team members will be expected to average a 60–70% allocation of work time when assigned to an applicable Project

Phase. Staff assignments are subject to advance mutual agreement by ESS and Cott prior to each Project Phase.

Personnel assigned by Cott shall not be changed except with the advance written approval of ESS.

4. Offshore Personnel. Any personnel not located in the United States who are assigned by Cott to the project shall be subject to the advance written approval of ESS, and such personnel shall be isolated to Cott's internal environment and shall not have direct access to any ESS infrastructure or production systems. Additionally, Costt shall adopt additional hardening measures as needed, including session and access logging, IP restrictions, and other reasonable controls requested by ESS.

5. Project Phases. The project shall be organized into the following seven phases.

Phase 1 – Architecture, Database Design, and API / Integration Layer

Establish the technical foundation for the project, including architecture confirmation, schema design, indexing approach, API integrations, initial ILR staging integration boundaries, and service scaffolding.

Phase 2 – Core Services

Implement the primary service layer, including account-related integration, notification profile management, notification processing, and ILR staging service functionality.

Phase 3 – Utilities and Matching

Build the matching engine, archival and retention utilities, deduplication safeguards, and supporting background processing required to move staged data into notification and history workflows.

Phase 4 – User Interface

Deliver the user-facing notification components within the ILR application, including profile creation/editing, profile management, and notification history views using the ESS stack.

Phase 5 – Administrative UI and Reporting

Deliver the administrative tools for support and operations, including profile lookup, history review, activity reporting, and export-oriented reporting functions.

Phase 6 – QA, Deployment, Documentation, and Handoff

Complete integration testing, staging validation, deployment preparation, documentation, knowledge transfer, and transition into the warranty/support period.

Phase 7 – Warranty/Support

Monitor the operation of the notification system and correct any system bugs or errors.

One or more work authorizations will be developed bi-weekly for each phase to clarify the work to be performed and the expected schedule for the completion of developments and deliverables. Work authorizations will be developed collaboratively and be subject to the mutual agreement of the designated primary contacts for ESS and Cott Systems.

6. Project Schedule. Project work shall commence on Monday, April 13, 2026, beginning with a kickoff meeting with Cott and ESS business and technical personnel. The target completion date for Phase 6 is Friday, September 11, 2026. The warranty/Support period shall end on Friday, November 13, 2026.

Upon commencement of the project, Cott and ESS shall manage the project in consecutive two-week sprints. It is understood that some sprints may overlap different phases of the project as needed.

7. Project Budget and Payments. Cott shall complete developments and deliverables for a fully functioning, stable, timely and accurate property notification system as described in RFQ ESS-2026-1 according to the Project Schedule. Cott shall timely provide the complete developments and deliverables for a fixed cost not to exceed \$277,000.00.

Payments shall be made to Cott according to the following schedule;

- Thirty Percent (30%) at Project Kickoff (April 13, 2026) - \$83,100.00
- Twenty-five Percent (25%) at the completion of Phases 1, 2 and 3 – \$69,250.00
- Fifteen Percent (15%) at the completion of Phases 4 and 5 – \$41,550.00
- Fifteen Percent (15%) at the completion of Phase 6 – \$41,550.00
- Fifteen Percent (15%) at the completion of Phase 7 – \$41,550.00

8. Project Scope and Change Orders. RFQ ESS-2026-1 describes the functions and workflow of a property notification system including the following major components.

- A system for monitoring grantor/grantee names associated with recently recorded documents
- A notification search application
- A method for temporarily storing notification information
- A method for delivering notifications including email templates
- A method for archiving notification information
- A method for purging temporary notification information
- User interfaces for defining notification profiles, viewing notification history, profiles and other information, reporting on notification activity and information, and supporting user activities and accounts
- Other miscellaneous specifications

There are many details to be determined within this general framework, and it is expected that ESS and Cott will work together to clarify specifications and make various decisions about design, interfaces, functionality and more. These normal planning processes and agile decision-making steps shall be included in the authorized budget of the project and shall not be subject to change orders and additional costs.

Change Orders and additional costs under this RFQ shall be limited to major changes or additions to the features of the notification system and are subject to the mutual agreement of ESS and Cott. It is the responsibility of Cott to identify any activity or work which they believe may be a significant departure from the requirements of the RFQ and to immediately communicate with ESS about such issues. Work shall not commence on such issues unless ESS and Cott reach mutual agreement.

9. Project Reports. Cott shall provide weekly reports to ESS about the status of project activities and each project phase. Reports shall include a description of the work performed during the previous week including the project phase, the applicable system components (architecture, database, integrations, core service, utility, user interface, and administrative function). The report shall also specify the activities of each project team member (see section 3), the project phase, their hours worked, and the applicable system components advanced or completed. The weekly report shall also identify any project blockers or hurdles, and questions requiring the attention of ESS team members or management.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

Electronic Services System

Service Provider

By: _____

By:  _____

Name: Jammie Hoffman

Name: Mani Alaei

Title: Executive Director

Title: Managing Director
Valsoft Corporation dba Cott Systems
7405 Transcanada Hi hwa #100
Montreal, Quebec, H4T 1 Z2

Date: April 13, 2026

Date: March 27, 2026

Integration Agreement



And

Electronic Services System

April 1, 2026

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This Integration Agreement (“Agreement”) is made as of April 1, 2026 by and between Hopdox, LLC, with an address of 497 Quail Hollow Ln., Alpine, Utah, 84004 (“External Submitter”) and the Electronic Services System, an intergovernmental agency established under Iowa Code Chapter 28E – DBA Iowa Land Records, 2910 Westown Parkway, Suite 106, West Des Moines, IA 50266 (“ESS”).

Section 1. Preamble

WHEREAS, External Submitter provides software, consulting, and support services to allow document preparers, submitters and recorders to scan, package, submit, receive, queue, review, cashier, stamp, retrieve, print, forward and return documents over the Internet for eRecording with County officials, sometimes in integration with various providers of electronic recording systems such as those provided by ESS; and

WHEREAS, ESS provides software, equipment, hosting, consulting, and support services for an electronic land records portal for record search and retrieval and electronic recording, and ESS interfaces with the various land records management systems in use by Counties; and

WHEREAS, the Parties have made or may make future changes to their respective software so that documents which are rendered, scanned, packaged and submitted using the External Submitter’s software may be received and recorded electronically through ESS; and

WHEREAS, External Submitter and ESS desire to jointly provide their respective services in order to allow the electronic submission and recordation of documents in each participating County;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, External Submitter and ESS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

Confidential Information means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “disclosing Party”) to the other Party (a “receiving Party” or “Recipient”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of the information by the disclosing Party to the receiving Party.
2. Was known to the receiving Party prior to the disclosure of the information by the disclosing Party.
3. Was disclosed to the receiving Party without restriction by an independent third Party having a legal right to disclose the information.
4. Becomes public knowledge, other than through an act or failure to act of the disclosing Party.
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the disclosing Party.
6. Is independently developed by the receiving Party without any reliance on Confidential Information disclosed by the disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

Coordinated Services means the respective services of External Submitter and ESS delivered on a coordinated basis under this Agreement as specified in Exhibit A.

County means any county in United States of America or other comparable region in North America.

County Operating Hours means the hours of normal operation of the land records recording office of the applicable County during which documents are accepted for recording.

e-Recording means the act or practice of electronically submitting and receiving land record documents for recording with a County.

Electronic Services System (ESS) means the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services including e-Recording.

Electronic Services System API (ESS API) means any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures means the official policies and procedures adopted by the ESS Coordinating Committee, and a copy thereof is attached as Exhibit C. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

ESS County means any County in which ESS provides land records management services.

ESS External Submitter API means the API published by ESS to facilitate the submission of electronic documents for recording by the External Submitter.

External Submitter means Hopdox.

Local Land Records Management System (LRMS) means the land records management system utilized by an ESS County to manage the recording process and to archive recorded documents.

Party means the External Submitter and ESS individually.

Parties mean the External Submitter and ESS collectively.

Privacy Policy means the ESS policy that discloses some or all of the ways ESS gathers, uses, discloses, and manages a customer or client's data (See Exhibit C).

Recording Fee means the fee paid by the External Submitter to ESS for the recording of a document by an ESS County.

Service Fee means the fee authorized by Iowa law and paid by the External Submitter to ESS for access to the ESS API, and for and the permission to transmit and receive information through the ESS system.

Submitters means the submitters of documents to Counties for e-Recording using the Coordinated Services, including but not limited to submission service providers, title companies, banks, attorneys, abstractors, and lien filers.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS E-Submission service (See Exhibit C).

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the External Submitter.

2.2 External Submitter Authorized Provider

ESS will collaborate with External Submitter as a non-exclusive authorized provider of the e-Recording submission services contemplated hereby. The Coordinated Services developed pursuant to the work as specified in Exhibit A - will be made available in all ESS Counties that participate in the ESS E-Submission service (e-Recording).

2.3 Term

The initial term of this Agreement is for one year and nine months. The initial term of the contract is from April 1, 2026, through December 31, 2027. The term of this Agreement shall be automatically extended one year from the expiration of the initial term or any additional one-year terms unless the External Submitter or ESS is provided with a notice of intent by the other Party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies and Fees

Terms of Use and Privacy Policies

External Submitter shall abide by the published ESS Terms of Use and Privacy Policies, and any subsequent amendments thereto. ESS shall provide External Submitter with notice of any change to the Terms of Use or Privacy Policies. Such notice shall be provided no less than sixty (60) days prior to the effective date of the Terms of Use or Privacy Policies.

Recording Fees

External Submitter shall ensure payment of all applicable recording fees required by a County.

Service Fees

External Submitter shall ensure payment of all applicable ESS Service Fees required for connection with the API and for the processing of all recording transactions, and distributions to each County.

The Service Fee shall be the amount specified in the Electronic Services System Policies and Procedures. ESS shall provide notice to the External Submitter of any change in the

Service Fee, and such notice shall not be less than ninety (90) calendar days prior to the expiration of the initial term or the expiration of any additional one-year term.

External Submitter shall require that each customer enabled to submit documents through the Coordinated Services make payment for all applicable Recording Fees and Service Fees as specified in this section. External Submitter shall make no waiver to any customer of any Recording Fee or Service Fee.

2.5 Project Management

Account Managers

The Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Coordinated Services.

Project Planning

The Parties will establish appropriate project plans for the planning and execution of the Coordinated Services specified in Exhibit A.

Periodic Meetings

The Parties may convene periodic telephone or web conference meetings (or meetings in person if the Parties agree) to review any issues or topics which may affect the operation of the Coordinated Services.

Non-Solicitation and Non-Competition

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.6 Systems Integration

Project Architecture

The External Submitter agrees to implement the published ESS API and to conform to published ESS business rules, policies, procedures and requirements and to collaboratively architect the integration required to maintain and improve an e-Recording document workflow from the External Submitter and submitters to ESS. ESS will provide a technical description of the ESS API to External Submitter for its use in creating, updating and maintaining software to effectively submit documents for e-

Recording. ESS will provide technical support and a functional test environment to assist External Submitter in its implementation of the ESS API.

County Interface

ESS will provide the means to exchange information with the Local Land Records Management System in each ESS County through which the External Submitter may submit documents to be recorded on behalf of its customers.

Software Changes and Support

ESS will test any and all upgrades or revisions to its software to assure continuing operability with External Submitter's electronic submission systems and will provide reasonable advance notice to External Submitter in order to allow for coordination prior to implementation of any upgrade or revision to the ESS API. ESS will provide support as needed to External Submitter personnel to ensure continuing operability of External Submitter's electronic submission systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Coordinated Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Product/System Roadmap

Each Party agrees to provide the other Party with a product/system road map that enables ESS and External Submitter to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support the implementation of the Coordinated Services.

3.1 Technical Support and Development.

The Parties agree to support each other's technical support development efforts. The Parties will each provide the other with contact information of personnel or offices when technical, operational or development support and assistance is required. The information shall include appropriate support email addresses, telephone numbers, online support information and other appropriate contact information.

3.2 Service Level Agreement.

External Submitter and ESS each agree to use its best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, County and External Submitter and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties. ESS will use its best efforts to obtain agreement from the LRMS vendors to provide the same level of service described in this section in each of their customer counties. External Submitter and ESS will each make every effort to schedule system downtime outside of County Operating Hours; however, in the event either Party is required to schedule downtime during County Operating Hours, the Party will collaborate with the ESS Counties and with the other Party to notify administrators, users and system technicians for work planning purposes.

3.3 Service Disruption and Recovery.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Coordinated Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by the ESS County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Section 4. Reserved

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by ESS to receive documents electronically from External Submitter pursuant to this Agreement will remain the property of ESS. The software created or licensed by the External Submitter pursuant to this Integration Agreement to gather and submit documents electronically, and to make submissions for receipt through the ESS API will remain under the control of the External Submitter. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, affiliates, parent companies, contractors, agents and representatives, board members and officials) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party and its affiliates and parent companies, and each of their respective employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall the cumulative maximum liability of either Party under this Agreement exceed \$100,000 for the Term of this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Default and Termination

Termination for Cause

The External Submitter and ESS may terminate this Agreement upon written notice for the breach by either Party for any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the notice of breach or any subsequent notice or correspondence delivered by ESS to External Submitter. All notices require less than a 5-day response.

In addition, ESS or External Submitter may terminate this Agreement effective with a 30-day notice and without penalty for any of the following reasons:

1. External Submitter or ESS furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. External Submitter or ESS becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; or
3. External Submitter or ESS terminates or suspends its business; or
4. External Submitter or ESS has engaged in conduct that has or may expose ESS or the External Submitter to liability, as determined in sole discretion of ESS or External Submitter.

If cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from ESS or External Submitter, ESS or External Submitter may seek any available contractual, legal or equitable remedy.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, ESS shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of ESS to appropriate funds sufficient to allow ESS to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ESS to make any payment hereunder, in the sole discretion of ESS are insufficient or unavailable for any other reason; or
3. If ESS authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
4. If ESS duties or programs are substantially modified or materially altered; or
5. If there is a decision of any court or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects: ESS ability to fulfill any of its obligations under this Agreement or the operation of the ESS portal or E-Submission service.

ESS shall provide External Submitter with written notice of termination pursuant to this section.

Remedies of External Submitter

(In the Event of Termination by ESS)

In the event of termination of this Agreement for any reason by ESS, ESS shall pay only those amounts, if any, due and owing to External Submitter for services actually rendered up to and including the date of termination of the Agreement and for which ESS is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of External Submitter's claim. This provision in no way limits the remedies available to ESS in the event of the termination of this Agreement. In no event shall ESS be liable for any expenses, costs, fees, judgments, damages, awards, charges, or any other amounts, including, but not limited to the following:

1. The payment of unemployment compensation to External Submitter's employees.
2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates.
3. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement.
4. Any taxes External Submitter may owe that in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

External Submitter's Termination Duties

External Submitter, upon receipt of notice of termination for any reason, shall:

1. Immediately cease using and return to ESS any property including, without limitation, materials, whether tangible or intangible, provided by ESS to External Submitter.

2. Cooperate in good faith with ESS and its employees, agents and contractors during the transition period between the notification of termination and the completion of any pending transactions or e-Recording activities.
3. Make any payments due to ESS for any pending transactions or e-Recording activities.

7.3 No Warranty

Except as set forth in Section 3.2, the Parties do not warrant that the operation of e-Recording will be uninterrupted, secure or error-free. THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO e-RECORDING CAPABILITIES, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.4 Compliance with the Law and Regulations

External Submitter and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement. External Submitter shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to External Submitter's performance of this Agreement.

ESS may consider the failure of External Submitter to comply with any law or regulation as a material breach of this Agreement.

7.5 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.6 Third Party Beneficiaries

There are no Third-Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the External Submitter.

7.7 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County,

but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to ESS.

7.8 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other Party. For purposes of construing this clause, a transfer of a controlling interest in External Submitter, a merger, sale or consolidation of External Submitter, or a sale of substantially all of External Submitter's assets shall be considered an assignment. External Submitter agrees that it shall provide ESS with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of External Submitter and of any proposed merger, sale or consolidation of External Submitter. External Submitter agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of External Submitter or any affiliate thereof without the prior written consent of ESS.

7.9 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. External Submitter acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.10 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 5, 6, 7.1, 7.2, 7.4, 7.7, 7.10, and 7.17 shall survive termination of this Agreement.

7.11 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of ESS and External Submitter, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with

respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.12 Notices

Notices under this Agreement shall be in writing and delivered to the Account Manager of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by a certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to ESS:

Jammie Hoffman
Executive Director
ESS
2910 Westown Parkway, Suite 106
West Des Moines, Iowa 50266
515.331.2246
jammie@clris.com

If to External Submitter:

Brian Boike
President
Hopdox, LLC
497 Quail Hollow Ln.
Alpine, UT 84004
brian@hopdox.com
385-501-5103 Ext. 001

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party as provided herein.

7.13 Cumulative Rights

Except as otherwise set forth in this Agreement, the various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. Except as otherwise set forth in this Agreement, the election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.15 Authorization

External Submitter represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of External Submitter, enforceable in accordance with its terms.

7.16 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

7.17 Records Retention and Access

External Submitter shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions. External Submitter shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of External Submitter's books and records. External Submitter shall require its subcontractors to agree to the same provisions of this section.

7.18 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.19 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.20 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.21 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.22 Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.23 Obligations of Joint Entities

If External Submitter is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

7.24 Superior Power

Neither External Submitter nor ESS shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of External Submitter shall not be considered a "superior power" unless the subcontractor or supplier is prevented from timely performance by a "superior power" as defined in this Agreement. "Superior power" does not include financial difficulties of External Submitter or any parent, subsidiary, affiliated or associated company of External Submitter or claims or court orders that restrict External Submitter's ability to deliver the goods or services contemplated by this Agreement.

If a "superior power" delays or prevents External Submitter's performance, External Submitter shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by ESS.

7.25 Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

7.26 Taxes

External Submitter shall be responsible for paying any taxes incurred by External Submitter in the performance of this Agreement.

7.27 Title to Property

Title to all property, including, without limitation, ESS Property, furnished by ESS to External Submitter to facilitate the performance of this Agreement shall remain the sole property of ESS. All such property shall only be used by External Submitter for purposes of fulfilling its obligations under this Agreement and shall be returned to ESS upon the earliest of completion, termination, or cancellation of this Agreement or at the request of ESS.

7.28 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, ESS may make similar arrangements with other External Submitters or establish integration agreements with other entities.

7.29 Attorney's Fees and Expenses

Subject to the other terms and conditions of this Agreement, in the event External Submitter defaults in any obligations under this Agreement, External Submitter shall pay to ESS all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by ESS) incurred by ESS in enforcing this Agreement or otherwise reasonably related thereto.

Subject to the other terms and conditions of the Agreement, in the event ESS defaults in any obligations under this Agreement, ESS shall pay to the External Submitter all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by the External Submitter) incurred by the External Submitter in enforcing this Agreement or otherwise reasonably related thereto.

7.30 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Jamie Stargell
Chair
Electronic Services System
2910 Westown Parkway, Suite 106
West Des Moines, Iowa 50266


By: 
Brian Boike
President
Hopdox, LLC
497 Quail Hollow Ln.
Alpine, UT 84004

Exhibit A: Coordinated Services

Activities of External Submitter

External Submitter agrees to perform the following activities and functions.

1. Integrate with ESS to enable External Submitter to submit documents for recording in all ESS Counties. External Submitter shall conform to the current ESS External Submitter API and associated business rules established by ESS.
2. Provide primary training and technical support services to External Submitter employees or contractors who will facilitate or oversee the submission of documents for recording in participating Counties. It is the responsibility of the External Submitter to ensure that employees and contractors understand the operation of the ESS API, the E-Submission service, and Electronic Services System Policies and Procedures.
3. When developing modifications to the External Submitter's integration with the ESS External Submitter API and E-Submission service, External Submitter shall coordinate with ESS and provide information about the planned product/system road map. External Submitter shall provide ESS with advanced notice of any planned testing, including appropriate test files. Application testing shall be performed to ensure that each function works properly prior to moving it into production. Test Files will contain the required submission elements via a web service request which will include a required xml or JSON file and an accompanying Embedded File (TIFF). Modifications to the External Submitter's integration with the ESS API and E-Submission service shall not be implemented in the ESS production environment without the prior approval of ESS.
4. Provide ESS with a technical support contact for any development or technical activity, and an Account Manager point of contact for any business issues.
5. Establish a payment account and fund it adequately to ensure resources are available to pay for all recording and service fees. Payments may be made via Automated Clearing House ACH.
6. Monitor system messages, including error messages, decline type messages, or other edit codes returned by ESS to External Submitter systems. System messages shall be evaluated to determine whether changes need to be made to the External Submitter's integration with the ESS External Submitter API, or to determine whether supplemental training is required by the External Submitter for customers or other Third-Party organizations served by the External Submitter.
7. If the External Submitter engages in the submission of documents for recording on behalf of its customers or other Third-Party organizations, then the External Submitter shall perform the following activities and functions.
 - a. Provide training and technical support services to External Submitter customers who submit documents for recording. Training for customers

shall include all requirements for recording, including common issues which may result in the rejection of a document(s) by Iowa County Recorders.

- b. Provide primary customer support services to External Submitter customers. External Submitter will be responsible for the relationship with all External Submitter customers.
- c. Provide notice to External Submitter customers about the published ESS Terms of Use and Privacy Policies.

Activities of ESS

ESS agrees to perform the following activities and functions.

1. Provide system documentation, record formats, sample reports and other data needed by the External Submitter to develop and maintain the integration with the ESS External Submitter API and requirements.
2. Provide a test environment and the technical support needed to assist with testing each aspect of the application. When notified in advance, ESS will provide technical assistance with testing activities and provide a point of contact to handle questions and issues. ESS will acknowledge receipt of questions or issues received from the External Submitter within 1 business day, via email. The expectation is that ESS will respond to questions and issues in a reasonable and timely fashion, via email or other appropriate communication channel. All questions or technical support requests shall be directed to the following email address: support@clris.com.
3. Provide for both a batch method and a browser user interface method for the electronic submission of documents.
4. Provide access to External Submitter files containing images of filed documents along with the corresponding data. Images will be presented in TIFF format. Document images access through the Iowa Land Records website at iowalandrecords.org will be presented in PDF format.
5. Provide a help desk, contact names and phone numbers, and hours of service along with an escalation policy should issues not be timely resolved. Whenever practicable, ESS shall strive to resolve any ESS system issue within 24 hours – or one business day. If any issue is not resolved within this time frame, the issue shall be escalated to the ESS Project Manager.
6. Provide access to methods of payment to be used by the External Submitter to pay for all Recording Fees and Service Fees. ESS will transfer all ESS County Recording Fees to the appropriate ESS Counties.
7. Provide access to reports enabling the External Submitter to reconcile payments with recorded documents.

8. Notify External Submitter in advance of any scheduled maintenance activities and notify External Submitter of any unscheduled ESS system outages, or any service interruption at an ESS County.
9. Establish and adopt Electronic Services System Policies and Procedures in order to facilitate consistent and timely service in all ESS Counties.

Collaborative Activities of External Submitter and ESS

1. If the External Submitter engages in the delivery of commercial electronic recording services on behalf of its customers or other Third-Party organizations, then External Submitter and ESS shall perform the following activities and functions.
 - a. Post information to inform prospective Submitters about the option of accessing E-Submission through the services of the External Submitter.
 - b. Promote E-Submission and Electronic Recording through publications, user group meetings, and other activities.
 - c. Periodically present training, educational and promotional meetings such as workshops, seminars or other events to promote effective electronic recording. When appropriate, such training may be jointly presented.
2. External Submitter and ESS will work cooperatively to ensure that documents are successfully recorded and that proper payment is made.
3. External Submitter and ESS will work cooperatively to ensure compliance with the Electronic Services System Policies and Procedures.
4. External Submitter and ESS may continue without limitation the offering of any interface for electronic submission and electronic recording and may continue without limitation to inform submitters and prospective submitters about such interface. External Submitter and ESS may without limitation develop or enhance an interface for electronic submission and electronic recording.
5. External Submitter and ESS will work cooperatively to explore the application of current standards for the management and exchange of property information including standards adopted by the Mortgage Industry Standards Maintenance Organization (MISMO)
6. External Submitter and ESS will work cooperatively to explore methods for processing documents which are declined or rejected documents within the same package or group which was originally submitted.
7. External Submitter and ESS will work cooperatively to explore methods for facilitating more efficient and effective communication between ESS Counties and the External Submitter's customers who prepare and submit documents for recording.

Exhibit B. Notice of Transition – External Submitter SOAP API

Support for the current ILR External Submitter API may be discontinued in the future.

ESS will be developing a new External Submitter API. The new API is intended to update the service to current standards and migrate to a REST and JSON format. Other changes are intended to implement the goals specified in items 6 and 7 in the description of *Collaborative Activities of External Submitter and ESS*. See page 24. Specifically, the API will facilitate the following functions.

- Documents which are declined or rejected will be received and corrected by the external submitter and the client preparer/submitter within the same package or group which was originally submitted. This is intended to maintain the integrity and history of the submission. The routine abandonment of packages or groups will no longer be permitted.
- A package of group of documents submitted through the External Submitter REST API will be required to include metadata which identifies information about the client preparer/submitter, and more specifically the contact information of the person who is designated to address issues causing a document to be declined or rejected. The information must include the name, phone number and email address of the designee. This is intended to make communications between ESS Counties and the External Submitter's client preparer/submitter more efficient and effective.

Additionally, the new External Submitter API is expected to be structured to accept more complete data about each document and transaction which will be aligned with the ESS data structure including but not limited to parsed grantor and grantee names, document types, date of instruments, associated references, parsed location information, notary information, and consideration amounts. When implemented, external submitters will be provided with detailed specifications.

External Submitters should begin planning and preparations for these changes. ESS will communicate with External Submitters about the development of the new External Submitter API and assist with testing and implementation when the API is available for integration. When necessary, ESS will work with External Submitters to adjust schedules and deadlines to provide a reasonable time frame for completing integration and implementation. Service Provider agrees to complete integration with the new External Submitter API.

Exhibit C: ESS Policies and Procedures

(See attached)