

**RESOLUTION APPROVING DOCROUTER PLUS USER AGREEMENT WITH AMENDMENT, AND SOFTWARE SERVICES ADDENDUM BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ERECORDING PARTNERS NETWORK, LLC, RECORDERS**

WHEREAS, a DocRouter Plus User agreement with addendum and Software Services Addendum have been presented for the approval of the Board, to-wit:

**Scope:** services and support for an innovative, customizable routing system for electronic documents to include allowable use by the Ashtabula County Auditor's and Ashtabula County Engineer's, Ashtabula County Recorder's office

**Provider:** eRecording Partners Network, LLC, 400 Second Ave. South, Minneapolis, MNH 55401-2499

**Term:** begins on the effective date and automatically renews for 1-year terms unless terminated by written notice 60 days prior to expiration by either party

**Cost:** no additional cost to the county

WHEREAS, this Board of Commissioners approves the agreement and amendment, and the software services addendum; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement and amendment and the software services addendum are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2025-64**

**January 28, 2025**

**RESOLUTION APPROVING DOCROUTER PLUS AGREEMENT AND AMENDMENT,  
AND SOFTWARE SERVICES ADDENDUM BY AND BETWEEN THE ASHTABULA  
COUNTY BOARD OF COMMISSIONERS AND ERECORDING PARTNERS  
NETWORK, LLC, RECORDERS**

**Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## DOCROUTER PLUS USER AGREEMENT

THIS DOCROUTER PLUS USER AGREEMENT ("Agreement") is made as of January 28, 2025 (the "Effective Date") by and between **eRecording Partners Network, LLC.**, a Minnesota Limited Liability Company, ("ePN") and \_\_\_\_\_ County, (State) ("County"). In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**WHEREAS**, ePN is the developer, owner, and operator of an Internet accessible program ("**DocRouter Plus**") that allows for certain documents in possession of County to be electronically transmitted by County to one or more departments or offices within the County; and

**WHEREAS**, County desires to access and use DocRouter Plus to retrieve documents either recorded or intended to be recorded in the County's land records recording system and subsequently transmit those documents to other departments within the County and/or various other County offices located within County.

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. Services

ePN agrees to provide County the right to the access and use of DocRouter Plus and ePN shall supply the services and support for County's access and use of DocRouter Plus all as described in Exhibit A which is attached hereto and incorporated herein by reference.

**2. Payments.** To access and use DocRouter Plus, County hereby agrees to have ePN charge the eRecording vendors a toll fee to utilize the service of electronically routing their documents.

### 3. Ownership of DocRouter Plus

DocRouter Plus, including without limitation, the software, documentation and other intellectual property rights related thereto, and any modifications, enhancements, or derivative works made to DocRouter Plus are, shall be and will remain the exclusive intellectual property of ePN. Except as may be otherwise provided in this Agreement, County shall have no right, title or interest in DocRouter Plus, including without limitation, the software, documentation, and other intellectual property rights related thereto, and any modifications, enhancements, or derivative works.

#### **4. Right of Use**

Subject to the terms and conditions of the Agreement, ePN grants to County a non-exclusive, non-transferable, non-sublicenseable right to access and use DocRouter Plus, subject to the terms and conditions of this Agreement. This right of use is personal to County and is expressly restricted to use by County for its own internal business purposes. County will be responsible for any use of DocRouter Plus by any County employee or any third party having access to County's documents and/or computer systems.

County is responsible for its own Internet connection and must use software, systems and equipment compatible with DocRouter Plus as specified in Exhibit A. ePN is not responsible for any County data lost, altered, intercepted or stored across networks not owned or operated by ePN.

#### **5. Updates and Enhancements**

The terms of this Agreement apply to any updates or enhancements made to DocRouter Plus by ePN, unless ePN provides different terms. County understands that updates of or enhancements to DocRouter Plus or any component of DocRouter Plus and changes in the access rules to DocRouter Plus as set forth herein may be announced and made by ePN from time to time. ePN agrees to notify County in writing as much in advance as is practicable of any announced changes to DocRouter Plus. County shall be responsible for reviewing all announced changes to DocRouter Plus and for communicating all announced changes to County's users of DocRouter Plus.

#### **6. Copyright Restrictions**

The DocRouter Plus Web site ("Site") and DocRouter Plus program ("Program"), including any of its modules, are the copyrighted property of ePN and/or its various third party providers and distributors. ePN has license protection mechanisms designed to manage and protect ePN's and its suppliers' intellectual property rights. County shall not directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of DocRouter Plus; (b) modify, translate, or create derivative works based on DocRouter Plus; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the access and use of DocRouter Plus; (d) remove any proprietary notices from DocRouter Plus (e) publish or disclose to third parties any evaluation of DocRouter Plus without prior written consent of ePN; (f) except as otherwise expressly permitted in this Agreement, edit, reproduce, publish, broadcast, transmit, distribute, perform, display, sell or in any way exploit DocRouter Plus in any manner; or (g) attempt to reproduce DocRouter Plus or any portion thereof. Unauthorized use of the Site or the Program and/or the materials contained on the Site or in the Program may violate applicable copyright, trademark or other intellectual property laws or other laws.

#### **7. Monitoring**

County agrees that ePN has no obligation to, but may monitor and review

information regarding County's access to and use of DocRouter Plus. County agrees that ePN may remove or prohibit the transmission or receipt of any information that ePN deems inappropriate or in violation of any of the terms of this Agreement and use any such information as necessary to protect the rights or property of ePN. County further agrees that ePN may also monitor and review stored information without restriction. County hereby specifically acknowledges and consents to such monitoring and reviewing.

#### **8. Links to Other Web Sites**

The Site may contain links to other Web sites. ePN is not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by ePN. Inclusion of any linked Web site on Site does not imply approval or endorsement of the linked Web site by ePN. If County decides to leave Site and access these third-party sites, County does so solely at its own risk.

#### **9. Confidentiality**

Except as otherwise may be provided herein, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any DocRouter Plus technology, performance information relating to DocRouter Plus, and the terms and conditions of this Agreement shall be deemed Confidential Information of ePN without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

#### **10. Trademarks, Publicity and Use of Certain Information**

Neither party shall use the name, logos, service marks or trademarks of the other party without the express written consent of the other party. The parties may disclose to any person

or entity the existence and general nature of this Agreement, but shall not disclose the terms of this Agreement, without the prior written consent of the other.

## **11. Warranties, Limitation of Liability and Disclaimer**

**11.1** ePN represents and warrants to County that (a) it is duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has all requisite rights, power, and authority to enter into and perform its obligations under this Agreement, and (b) it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

**11.2** County represents and warrants to ePN that (a) it is duly organized, validly existing, and in good standing under the laws of the State in which it resides and has all requisite rights, title, power, and authority to enter into and perform its obligations under this Agreement, and (b) it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

**11.3** THE INFORMATION AND DOCUMENTS MAINTAINED IN THE DocRouter Plus ARE PROVIDED BY COUNTY. ePN MAKES NO WARRANTY OR REPRESENTATION TO COUNTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO OR BY THE COUNTY, WHETHER AS INDEXING INFORMATION, A DOCUMENT OR OTHERWISE. ePN SHALL HAVE NO LIABILITY TO COUNTY OR ANY OTHER PERSON WITH RESPECT TO ANY DAMAGES OR LOSSES REALIZED BY THEIR RELIANCE UPON ANY SUCH INFORMATION. COUNTY ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR VERIFYING TO ITS SATISFACTION THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN DocRouter Plus ON WHICH COUNTY RELIES IN ITS USE OF DocRouter Plus. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF ITS SOURCE DOCUMENTS AND MEDIA. ePN WILL NOT BE RESPONSIBLE FOR CORRECTING ANY ERROR OR DEFECT RESULTING FROM INACCURATE, FAULTY, OR NONCONFORMING SOURCE DOCUMENTS OR MEDIA PROVIDED BY OR USED BY COUNTY. COUNTY REPRESENTS THAT IT HAS ALL REQUISITE AUTHORITY TO REQUEST PERFORMANCE OF THE SERVICES BY ePN AND AGREES THAT ePN SHALL NOT BE LIABLE TO COUNTY OR ANY THIRD PARTY WITH RESPECT TO ANY ACTION OR NON-ACTION BY ePN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT OR INSTRUCTIONS RECEIVED FROM COUNTY.

**11.4** Disclaimer. ePN DOES NOT WARRANTY TO COUNTY THAT THE OPERATION OF DocRouter Plus WILL BE UNINTERRUPTED OR ERROR-FREE, SUBJECT TO THE OBLIGATIONS OF ePN SET FORTH IN THE DocRouter Plus USER GUIDE AND THE ATTACHED EXHIBIT A. EXCEPT AS SET FORTH IN THIS AGREEMENT AND ALL ADDITIONAL ATTACHED EXHIBITS, ADDENDA AND SCHEDULES (IF ANY, IN EACH INSTANCE), ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

**12. Indemnification; Limits of Liability**

**12.1 Obligations of County.** County shall indemnify, defend, and hold harmless ePN, its parent, subsidiaries and affiliates and their directors, officers, employees and agents from and against any and all damages, losses, claims, expenses, suits, judgments, and costs, including reasonable legal and professional fees and expenses, arising out of any claim:

- (a) that County or any employee or agent of County has failed to access and use DocRouter Plus in accordance with the terms and conditions of this Agreement, or has otherwise failed to comply with the terms of this Agreement or
- (b) by any third party relating in any way to the use of or access to DocRouter Plus or the documents viewed or transmitted by DocRouter Plus, or
- (c) based on a violation of County or any employee or agent of County of any applicable law or regulation; or
- (d) relating to personal injury, death, or property damage arising out of the intentional or negligent acts or omission of County due to its performance or nonperformance of this Agreement.

**12.2 Obligations of ePN.** ePN shall indemnify and hold County harmless from and against, any damages, losses or claims that arise from the failure of DocRouter Plus to function in accordance with this Agreement. ePN's indemnification obligation hereunder shall be in accordance with and conditioned upon the terms of Section 15.

**12.3 Limitations of Liability.** ePN'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY COUNTY TO ePN FOR THE THREE (3) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION FOR LIABILITY. NOTWITHSTANDING THE ABOVE, IN NO EVENT SHALL ePN HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOSS OF USE OF DocRouter Plus LOSS OF DATA, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS GOODWILL OR BUSINESS REPUTATION, WHETHER THE RELATED CLAIM IS UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ePN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ePN ACKNOWLEDGES IT IS SOLELY RESPONSIBLE TO MAINTAIN THE INTEGRITY OF THE DATA/CONTENT AS IT IS TRANSMITTED BETWEEN DEPARTMENTS AND OFFICES OF COUNTY. ePN

ACKNOWLEDGES IT IS SOLELY RESPONSIBLE TO ENSURE TIMELY TRANSMISSIONS OF DATA BETWEEN DEPARTMENTS AND OFFICES OF COUNTY.

**13. Term and Termination.**

**13.1 Term.** This Agreement shall commence on the Effective Date and shall continue until the first (1st) anniversary of the Effective Date, unless terminated earlier in accordance with Section 14.2. The term shall automatically renew for additional one (1) year periods unless either party provides the other with written notice of its intent to terminate at least sixty (60) days prior to the expiration of the then-current term.

**13.2 Events of Termination.**

**13.2.1** ePN may terminate this Agreement if County is in default of any of the terms and conditions of this Agreement.

**13.2.2** Either party may terminate this Agreement immediately upon notice to the other party in the event that (a) such party (i) fails to pay its obligations to its creditors as they generally become due, (ii) becomes insolvent, (iii) declares bankruptcy, (iv) becomes the subject of any proceedings seeking relief, reorganization or rearrangement under any laws relating to insolvency, (v) makes an assignment for the benefit of creditors or (vi) commences the liquidation, dissolution or winding up of its business; (b) such other party fails to comply with a provision of this Agreement which would materially impair the legal enforceability or admissibility of a document; (c) a material breach of the Agreement by the other party that remains uncured for thirty (30) days after written notice to the breaching party; (d) either party gives the other party at least ninety (90) days prior written notice; or (e) mutual agreement by both parties.

**14. General Provisions**

**14.1 Compliance with Law.** Each party shall comply with, and shall use reasonable efforts to require that its respective employees, affiliates and agents comply with, applicable federal, state and local laws, regulations and locally accepted state standards as they may be amended from time to time, relating to the use of DocRouter Plus, including any applicable export laws. County shall remain responsible and liable for compliance by its Authorized Users. In performing its respective obligations under this Agreement, neither party shall be required to undertake any activity that would violate any applicable laws or regulations.

**14.2 Force Majeure.** ePN shall not be responsible for performance of its obligations under this Agreement or liable for any failure or delay caused to County or any third party to the extent that ePN and/or its designated representatives or subcontractors are prevented from performing such obligations due to circumstances beyond their reasonable control including, but not limited to, strikes, labor disputes, fire, "acts of God", wars, terrorism, unavoidable or unforeseen conditions, third party Internet service interruptions or

slowdowns, vandalism or "hacker" attacks, power or communications loss, or additional requirements imposed by governmental agencies. In no event shall ePN be responsible for performance issues that result from failures or delays caused by a County or computer system not under the control of ePN.

**14.3 Assignment.** Neither party shall assign this Agreement or any part hereof or any benefit or interest herein or hereunder without the prior written consent of the other party; provided, however, that without the prior consent of the other party, either party shall have the right to assign this Agreement to any acquirer of all or substantially all of the assets of such party; provided further, that in no event shall either party make any assignment to any competitor of the other party, as reasonably determined by such other party. In all cases, each party shall use reasonable efforts to consult with the other party prior to any assignment. In the event of any such assignment of this Agreement by either party, the designated assignee shall assume, in writing (in form and substance reasonably satisfactory to the other party), the rights and obligations of the assigning party under this Agreement; provided, however, the assigning party shall remain liable for performance of its obligations under this Agreement prior to such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**14.4 Relationship of Parties.** Each party hereto is acting only as an independent contractor to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement establishes and shall only be construed as establishing a contract between unrelated business entities for the usage, support and maintenance of DocRouter Plus, including certain public key infrastructure functions related thereto, and does not and shall not be deemed to create a partnership, joint venture, agency or any other type of joint relationship.

**14.5 Notice.** Except as otherwise specified herein, wherever under this Agreement one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail. Any such notice shall be deemed given when actually received when so delivered personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party addressed as follows:

If to **County**, to it at the address set forth on Exhibit B.

If to **ePN**, to it at:

**eRecording Partners Network, LLC**  
400 Second Avenue South  
Minneapolis, MN 55401-2499

Either party may change its address for notices upon giving ten (10) days written notice of the change to the other party in the manner provided above.

**14.6 Severability.** If any provision of this Agreement or the application of any

such provision to any person or circumstance, shall be judicially declared invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and it is the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**14.7 Survival of Terms.** The following sections shall survive any termination of this Agreement: Sections 2, 3, 6, 9, 10, 11, 12, 14, and 15.

**14.8 Amendment.** 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.

**14.9 Waiver.** 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.

**14.10 Entire Agreement.** This Agreement (including any Exhibits, Addenda and Schedules (if any, in each instance)) which are hereby incorporated by reference 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.

**14.11 Governing Law and Venue.** This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Minnesota without regard to its conflict of law's provisions. In the event this Agreement is breached, any and all disputes, controversy or claim must be resolved in a court of competent jurisdiction located in the State of Minnesota unless the parties hereto jointly agree to submit any such breach, dispute, controversy or claim to an arbitration proceeding to be held in Minneapolis, Minnesota and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) would be binding and may be entered in any court having jurisdiction thereof

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

County

By:

JP Aucko IV

Name:

JP Aucko IV

Title:

President

Date:

1-25-25

**cRecording Partners Network, LLC**

By:

Pamela Trombo

Name:

Pamela Trombo

Title:

VP, Product

Date:

10/17/2024

## Exhibit A

### Services & Support

#### **Description of *DocRouter Plus* service**

*DocRouter Plus* is an innovative, customizable routing system for electronic documents.

With *DocRouter Plus*, the County can have a single document routing solution that will be able to accept and route documents submitted by multiple eRecording vendors, systems and sources. *DocRouter Plus* is customized to match your current paper flow, fees, stamps and notations

#### ***DocRouter Plus* benefits:**

- Tailored to match your office's workflow & procedure
- Documents arrive already scanned
- Easy-to-use and manage
- Saves time
- Eliminates redundant steps
- Works with your Land Record system
- Works with multiple eRecording Vendors
- Utilize just one document router in your county
- Search & report tools
- Web-based service

#### ***DocRouter Plus* requirements:**

- High speed internet access. Browsers at current version. *DocRouter Plus* is designed to run on Internet Explorer, Chrome, & Firefox.

#### **SUPPORT**

*ePN* will use commercially reasonable efforts to provide telephone and email support as reasonably necessary to assist Subscriber in the operation of *DocRouter Plus*. *ePN* will be available to handle inquiries regarding *DocRouter Plus* in accordance with the Service Hours Schedule set forth below. Support services are limited to technical issues related to the use of *DocRouter Plus* or questions regarding the status of a document or transaction at the County Recorder. Support does not include inquiries related to advice or counsel on any real estate matters, documents, content, or information transmitted using *DocRouter Plus*. *ePN* will use an online support system for *County* to log all support incidents. Requests for support may be submitted to *ePN* via this online support system located at the following email address [support@erecordingpartners.net](mailto:support@erecordingpartners.net) or such other address as may be designated by *ePN* from time to time. *ePN* Support may also be reached by phone as provided below. A detailed description of the incident must be provided *ePN* in order for the incident to be logged in a timely and effective manner.

**Scheduled Service Hours**

Monday – Friday 9:00 AM - 6:00 PM Eastern Time

**Support Center**

The *ePN* Support Center provides a single point of contact for addressing all activities involving problem reporting, recovery, escalation, and management.

**Contact Information:**

**Toll Free Telephone Number: 1 (888) 325-3365**

**Email Address: [support@erecordingpartners.net](mailto:support@erecordingpartners.net)**

**Exhibit B**

**County Specific Information**

**County Information:**

County Name

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Address:

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Primary Recorder Contact:

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(Name)  
(Title)  
(Phone)  
(Fax)  
(Email)

Technical Contact (s)

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(Name)  
(Title)  
(Phone)  
(Fax)  
(Email)

Expected User Departments

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## AMENDMENT

This Amendment to the DocRecorder User Agreement (“Agreement”) dated July 9, 2024 (“Effective Date”) is entered between Ashtabula County Board of Commissioners (“County”) and eRecording Partners Network, LLC (“Vendor” or “ePN”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

The Parties agree to amend the Agreement as follows:

1. The term shall end one calendar year from the Effective Date (the “Term”) unless terminated earlier in accordance with Section 13 of the Agreement. Subsequently, the Agreement may renew for additional one year periods at the sole discretion of the County. Notice of renewal (or non-renewal) will be provided in writing to ePN thirty (30) days or more prior to the end of the Term.
2. Notwithstanding Section 11 of the Agreement, the Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials, subject to the standard downtimes and interruptions associated with upgrades, maintenance, interference or outages from services or products connected to or through the ePN Services and Platform, or other defects and/or outages not within the control of ePN.
3. The County’s total liability under the Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement, unless the individuals listed in this Section undertake willful, malicious, intentional or criminal acts which harm ePN or its customers/subscribers. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor’s certificate.
4. The County shall have no obligation to indemnify, defend, or hold harmless Vendor, its affiliates, officers, directors or employees in regard to any claim or legal action arising under this Agreement, except as allowed by Ohio Statute and/or Attorney General opinions Vendor agrees to indemnify, defend, and hold harmless the County and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents from any liability arising out of willful, malicious, intentional or criminal acts or conduct, or whether intentional or negligent if the Vendor’s conduct causes the disclosure of personal or confidential information not intended to be recorded in the public record. For the purpose of this Section, Vendor shall also mean its officers, employees, and agents which may give rise to liability.

5. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.
6. The County's Software Services Addendum attached hereto shall be incorporated into the Agreement as if fully set forth therein.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

Agreed upon and accepted by:

ERECORDING PARTNERS NETWORK, LLC

By: Pamela Thomas Date: 10/17/2024

Its: VP, Product

ASHTABULA COUNTY

By: ~~Colleen M. O'Toole~~ JP DUCRO Jr. President Date: 10/24/24 1-28-25

Its: President

Approved as to Legal Form Only:

By: CMO

Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated: 10/24/24

Matrix Matter No. 2024-CON-0083  
Reviewed by Matthew J. Hebebrand, Esq.

## **SOFTWARE SERVICES ADDENDUM**

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") and eRecording Partners Network, LLC ("Vendor") dated August 15, 2014. Whereas the Services includes computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

### **A. REPRESENTATIONS AND WARRANTIES**

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

### **B. INTELLECTUAL PROPERTY INFRINGEMENT**

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law, provided the claims do not result from County interjecting or adding information, documentation or other items that infringe upon or misappropriate a third-party's patent, copyright or trade secret to the ePN Services, software or platform.
2. As to any product which is subject to a claim of infringement or misappropriation due to ePN's addition of the item to its Services, software or platform, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to

Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, if any, less a reasonable offset for use and obsolescence.

#### C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000. Vendor will provide, without cost to the County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, which is not meant for public recording, provide free credit monitoring for any affected individual for a minimum period of one year.

#### D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a "Disclosing Party" for purposes of this Article, and either Party who receives such Confidential Information is a "Receiving Party" for purposes of this Article. "Confidential Information" means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, "Representatives"), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the

Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice, when lawful to so provide, so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

#### E. PUBLIC RECORDS

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits

County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County, unless the County has failed to maintain the database and storage of the documents transferred via ePN's services and platform as required by Ohio law.

#### F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as "any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable") from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a "Data Breach"), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data. Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within the lesser of twelve (12) business hours or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor's notice shall include:

- (a) The nature of the Data Breach;
- (b) The Data accessed, used or disclosed;

- (c) The person(s) who accessed, used, disclosed and/or received Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share a summary of report of the investigation with the County, subject to ePN's enterprise requirements of privacy, confidentiality and security regulations. The County and/or its authorized agents shall have the right to lead the investigation when required by Ohio law and is not contrary to the Vendor's overall statutory and regulatory requirements as an insurance company. It is understood that if the County is required to lead the investigation, it will not attempt to access the Vendor's network, but will simply request information and documentation from the Vendor so as to not cause regulatory issues for the Vendor's enterprise. Vendor shall cooperate fully with the County, its agents and law enforcement.

#### G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Vendor has a limited, non-exclusive license to access and use the Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. County shall have the ability to export Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers. The foregoing does not grant County any ownership rights in the data, records, confidential information or other documentation originally disclosed and owned by ePN.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County with a copy of County's data files, in a format determined by County, and within forty-five (45) days unless otherwise determined by County. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control, including County data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification

of the verified inspection of the returned data. ePN is allowed to maintain a copy of the County's data files if such files are subject to a *bona fide* document retention policy. If any data is retained, it will remain subject to the confidentiality protections of the Agreement and Addendum. County will further destroy any confidential information of ePN it has in its possession, unless it is required to maintain a copy of the information pursuant to a *bona fide* document retention policy. If the County retains any ePN information, said information will remain subject to the confidentiality protections of the Agreement and Addendum.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By: 

Date: 1-28-25

Its: President

eRecording Partners Network, LLC:

By: 

Date: 10/17/2024

Its: VP, Product