

MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT

THIS MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT (“**Agreement**”) between LOGAN SYSTEMS, INC. (“**Logan Systems**”), UNION COUNTY (the “**Locality**” or the “Customer”) “is made and entered into on the 1st day of July, 2025 (the “**Effective Date**”). “Clerk/ROD” shall refer to the Union County Register of Deeds.

Pursuant to the terms outlined below, Logan Systems agrees to provide the software license, support and maintenance, and professional services to the Customer (as defined above) for the management of the permanent land and other related records maintained by the Customer.

I. Terms and Conditions

1. Definitions.

- 1.1. “**Access**” means the connection to and use of the Software.
- 1.2. “**Claim(s)**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
- 1.3. “**Confidential Information**” has the meaning set forth in Section 13.1.
- 1.4. “**Customer Data**” means any electronic data or information originating from the Clerk/ROD which the Customer utilizes, uploads, processes and/or stores in conjunction with the Customer’s use of the Software. By way of example, Customer Data may be information the Clerk/ROD inputs that satisfies specific data field requirements in the Software.
- 1.5. “**Deliverable**” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to the Customer under this Agreement as set out in the applicable Proposal Letter.
- 1.6. “**Go-Live**” means the day the Software is operational on the Hardware and available for day forward use by the Customer in the production environment.
- 1.7. “**Hardware**” has the meaning set forth in Section 3.
- 1.8. “**Intellectual Property Rights**” means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

- 1.9. **“Product”** means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the Logan Systems software or hardware.
- 1.10. **“Proposal Letter”** means the document setting out the Software and Services being purchased.
- 1.11. **“Operational System and Database”** means the necessary operating system licenses, both for servers and individual units, including any server seat licenses.
- 1.12. **“Service(s)”** means those certain services set forth in the Proposal Letter.
- 1.13. **“Software”** means the proprietary Logan Systems software (in object code format only) and related documentation that is identified in any mutually agreed upon Proposal Letter.
- 1.14. **“Territory”** means the United States of America.
- 1.15. **“User(s)”** means the users who are employees or authorized contractors of the Customer or members of the public who use the terminals at the Customer’s office to complete a search and/or view or print records.

2. License.

- 2.1. License. Logan Systems grants the Customer a limited, non- transferable, non-exclusive license to use (the **“License”**) the Software solely for the purposes specified in the Proposal Letter and Proposal Attachment, which are attached and incorporated herein by reference. Only the Customer, its employees or authorized independent contractors, and the Customer’s Users, as applicable, may Access the Software. Additional terms and conditions may be provided with new Products or with an update, release, or upgrade.
- 2.2. Prohibited Uses. The Customer and each User may not:
 - 2.2.1. transfer all or any portion of the Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Customer or affiliates of the Customer;

- 2.2.2. reinstall or use the Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Logan Systems;
- 2.2.3. attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of this Agreement;
- 2.2.4. make copies of the Software other than for backup, training, testing or other internal support reasons (unless prior written approval from Logan Systems has been obtained);
- 2.2.5. modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to the Customer;
- 2.2.6. remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Software, the media on which it is contained, or related data, documentation or other materials;
- 2.2.7. market, sell, lend, rent, lease, or otherwise distribute the Software; or
- 2.2.8. be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3. Hardware.

- 3.1. Designated Hardware. Customer agrees to operate the Software on hardware (the “**Hardware**”) meeting or exceeding the requirements as specified in a Proposal Letter or recommended by Logan Systems. Where mutually agreed to by the parties Logan Systems may provide Customer with hardware.
- 3.2. Customer Operations. Where the Customer provides hardware, Customer acknowledges and agrees that the License is restricted to Customer operations only, and that the Software may not be installed on hardware not owned and operated by Customer or Customer’s third-party hardware provider.
- 3.3. Hardware Provided by the Customer. Where the Customer provides all necessary hardware, the Customer will provide Logan Systems with a list of possible hardware solutions for approval by Logan Systems. If there is a disagreement as to what hardware to purchase, both parties will work in good faith to resolve the

differences keeping in mind cost considerations for the Customer and performance objectives for Logan Systems.

- 3.4. Virtual Servers. Where the Customer provides hardware, Logan Systems acknowledges that the Customer may use virtualized servers for the Customer's office applications.

4. Professional Services.

- 4.1. Professional Services. For new Day Forward Customers, Logan Systems shall provide professional services (the “**Professional Services**”) as described in Proposal Letter to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Proposal Letters. Subject to the mutual agreement of the parties in a Proposal Letter, Logan Systems personnel will perform these Professional Services at the rate and charges set forth in such Proposal Letter.

5. Customer Obligations.

- 5.1. Operating System and Database Licenses. If Customer provides Hardware, the Customer will provide all necessary Operating System and Database Licenses, both for servers and individual units, including any server seat licenses. If the parties agree to change operating systems during the term of this Agreement or any subsequent Renewal, the Customer will continue to provide these licenses.
- 5.2. Anti-Virus Licenses and Protection. The Customer will provide all anti-virus licenses and protections for the Hardware that it provides to the Customer's office and the servers used for the applications supporting the Customer. The parties will work in good faith to make sure that the anti-virus solution provides adequate virus protection without impacting the speed or performance of the Logan Systems Software. Where Logan Systems provides the Hardware, it will also provide the anti-virus licenses and protections for the Hardware.
- 5.3. Site Preparation. The Customer shall be responsible for timely site preparation, including, without limitation, providing adequate electrical power and network cabling for all computer equipment and necessary peripherals.

6. Software Support.

- 6.1. Support: The Customer or the Customer's staff shall contact Logan Systems as the first point of contact for any problems using the software provided by Logan Systems. Where the hardware is provided by the Customer, if the Customer is uncertain if the problem is related to the software or the hardware, Logan Systems

will be the first point of contact. Where hardware is provided by the Customer, if it is clear that the problem is hardware related, the Customer will be the first point of contact. If Logan Systems determines that the problem is related to the hardware or infrastructure provided by the Customer, Logan Systems will inform and contact the Customer. During the term of the agreement, the Customer will provide contacts for Logan Systems for hardware and/or network issues.

- 6.2. Support Availability: Unlimited support shall be provided to the Customer via a toll-free number from 8:00AM through 5:00PM, Monday through Friday. Logan Systems shall also provide the Customer with one or more contact numbers for after-hours support. If the problem or question cannot be adequately addressed remotely, then a support representative will visit the Customer's office.
- 6.3. Remote Support: Logan Systems will provide remote support when available to address problems or concerns in the Customer's office. Logan Systems will follow all remote support policies and rules established by the Customer in providing this support. If the Customer modifies its policies, the Customer will inform Logan Systems of these changes and Logan Systems will follow the amended policies and rules.

7. Hardware Support.

- 7.1. Hardware Support. If Logan Systems provides the Hardware, support for the Hardware shall be included in the Professional Services offered by Logan Systems. If any Hardware provided by Logan Systems needs to be repaired or replaced, Logan Systems shall repair or replace the Hardware as soon as possible after receiving a notification from the Customer.

8. Changes in Technology.

- 8.1. Changes in Technology. If the Customer wishes to change its technology which requires Logan Systems to change its operating systems on which the Software operates, the Customer will notify in writing Logan Systems of the changes it desires to make and the parties will mutually agree to the scope of Professional Services and fees associated with such change in technology, if any. Both parties will work in good faith to accommodate the changes. If the Customer needs to remain in an older environment for a period of time to accommodate its requirements or the requirements of other programs used by the Customer, Logan Systems will continue to support the older version for a mutually agreed time period set out in writing. If data conversion is required, Logan Systems will convert the data it manages for the Customer to the newer media or format upon mutually agreed terms set out in writing.

9. Software Maintenance.

- 9.1. Support Services. Logan Systems will provide support services for the Software described in the Proposal Letter, and provide technical support, Software updates, and other services as described in the Proposal Letter. Unless otherwise set forth in an applicable Proposal Letter or otherwise agreed by Logan Systems on an ad hoc basis, support services will be provided during normal business hours.
- 9.2. Conversion of Data for New Customers: The Customer and Logan Systems agree that once legacy data has been successfully converted, Logan Systems will allow the Customer to review the converted data for accuracy. Logan Systems will validate the conversion, certifying that all records have been successfully converted. Questionable or corrupt records will be provided to the Customer and all parties will agree on the solution for these records.
- 9.3. Customer Security Policies. Logan Systems will use commercially reasonable efforts and to the extent possible will follow all Customer security rules, policies and protocols (“**Security Policies**”). As the Customer makes changes to these Policies, the Customer will provide Logan Systems with 30-day prior written notice of these changes and Logan Systems will follow these new rules. Any costs associated with a change to a Customer’s Security Policy will be borne by the Customer.

10. Training.

- 10.1. Training. All necessary training for both the Customer’s staff and the general public will be provided by Logan Systems as mutually agreed by the parties.

11. Proprietary Rights.

- 11.1. Proprietary Information. Customer understands and agrees that the Software, related data and all other information and materials provided by Logan Systems to Customer (the “**Proprietary Information**”) are confidential and that Logan Systems has and will have exclusive Intellectual Property Rights in such Proprietary Information.
- 11.2. Ownership. Customer acknowledges and agrees that no title or ownership of the Software or any of Logan Systems’ Intellectual Property Rights is transferred to Customer by this Agreement and that the Software and all Intellectual Property Rights are and will remain the exclusive property of Logan Systems. Except as otherwise expressly set forth in any Proposal Letter, Logan Systems shall own all right, title, and interest in and to all Deliverables that are written or created by Logan

Systems personnel alone or jointly with Customer or third parties in connection with this Agreement.

- 11.3. Third Party Software. If Customer purchases, licenses, or subscribes to software, services or other technology products (e.g., virus protection, firewall, etc.) of third-party providers (“**Third Party Products**”) for use in connection with the Software or otherwise in connection with Customer’s business, Customer may be required to execute a separate agreement with the third-party provider (a “**Third Party Agreement**”), including without limitation where Logan Systems may resell such Third Party Product. The Third Party Agreement may require an actual or electronic signature, and may become effective by electronically signifying assent prior to installation. Customer will be responsible for all obligations created under those agreements. Logan Systems is not responsible or liable for unavailability of the Third Party Products..

12. Term and Termination.

- 12.1. Initial Term. This Agreement shall commence on the Effective Date and continue for the period set forth in the applicable Proposal Letter (the “**Initial Term**”).
- 12.2. Renewals. Thereafter, the Term may be renewed for a period mutually agreed to in writing by the parties (a “**Renewal**”).
- 12.3. Termination for Convenience. Each party may terminate this agreement for any reason or for no reason at all by providing the other party with 60-days written notice prior to the end of each annum within the term of its intent to terminate this Agreement. If the Customer exercises its right of termination under this section, the Customer will remain liable for payment for all services provided prior to the actual termination of the agreement. In addition, if the Customer terminates this contract without providing 60 days’ notice, then the Customer shall be liable to Logan Systems for all Fees for Services and Software provided prior and up to the date of termination.
- 12.4. Termination for Cause. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period.

- 12.5. Immediate Termination. If the Customer breaches any provision of Sections 2, 11, and 13 Logan Systems may terminate this Agreement immediately upon written notice to the Customer.
- 12.6. Effect of Termination. Upon termination, the Customer shall immediately destroy all copies of the Software and certify to Logan Systems that it has retained no copies of the Software. Upon termination, regardless of the reason for termination, the Customer shall pay Logan Systems all undisputed Fees or expenses then due or incurred up to the time of termination. Logan Systems shall promptly provide Customer Data to Customer in a non-proprietary format at no fee to Customer.

13. Confidentiality.

- 13.1. Confidential Information Defined. “**Confidential Information**” refers to the following one party to this Agreement (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; (c) any source code disclosed by Logan Systems, whether or not marked as confidential; and (d) any other nonpublic information Recipient should reasonably consider a trade secret or confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; (iv) is approved for release in writing by Discloser; or (v) meets the definition a “public record” as defined by North Carolina law. Recipient is on notice that Confidential Information may include Discloser’s valuable trade secrets.
- 13.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the “**Purpose**”). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and is subject to nondisclosure obligations or a written agreement with Recipient with nondisclosure terms no less restrictive than those of this Section 13.2; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law or by

proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Discloser's expense.

- 13.3. Injunctive Relief. The parties agree that any breach of the provisions of this Section 13 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.
- 13.4. Prevention. Customer agrees to assist Logan Systems in stopping and preventing any possession or use of the Software (including all related data, documentation, and other materials) by any person or entity not authorized by this Agreement to have such possession or use and will cooperate with Logan Systems in any litigation that Logan Systems determines is reasonably necessary to protect Proprietary Rights.

14. Warranties.

- 14.1. Logan Systems Warranties. Logan Systems warrants that as of the Effective Date of this Agreement:
- 14.1.1. it has the authority to grant the License extended under this Agreement to Customer; and
 - 14.1.2. any Services provided under this Agreement and any Proposal Letters will be performed in a professional and workmanlike manner.
- 14.2. Software Acceptance and Warranty. The Customer shall have 30 days to accept the Software and trigger the Go-Live. For new customers and for ninety (90) days after Go-Live, Logan Systems warrants that, the Software will conform substantially.
- 14.3. Customer Warranties. Customer represents and warrants that:
- 14.3.1. it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Software; and
 - 14.3.2. it is an entity authorized to do business pursuant to applicable law.

- 14.4. From Both Parties. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened Claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 14.5. Sole Remedy. Customer's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Software or reperformance of any applicable Services within a reasonable time.
- 14.6. Disclaimers. Except to the extent set forth in Section 14.1, Customer accepts the software "as is," with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or non-infringement of Intellectual Property Rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) Logan Systems has no obligation to indemnify or defend Customer or Users against claims related to infringement of intellectual property; (b) Logan Systems does not represent or warrant that the Software will perform without interruption or error; and (c) Logan Systems does not represent or warrant that the Software is secure from hacking or other unauthorized intrusion or that customer data will remain private or secure.

15. Indemnities

- 15.1. Indemnification from Logan Systems. Notwithstanding any other limitation herein, Logan Systems shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**") incurred by Customer resulting from any Claim by a third party that Customer's or a User's use of the Software (excluding Customer Data and materials provided by third parties) in accordance with this Agreement infringes or misappropriates such third party's any valid patent, copyright or trade secret protectable in the Territory provided the Customer:
- 15.1.1. promptly notifies Logan Systems in writing of any such claim;
- 15.1.2. gives Logan Systems full authority and control of the settlement and defense of the claim; and fully cooperates with Logan Systems in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Logan Systems' prior written consent.

15.2. Exception. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.2.1. Third-Party Products or customer data;

15.2.2. access to or use of the Logan Systems Software in combination with any hardware, system, software, network, or other materials or service not provided by Logan Systems;

15.2.3. modification of the Logan Systems Software other than: (i) by or on behalf of Logan Systems; or (ii) with Logan Systems' written approval in accordance with Logan Systems' written specification; or

15.2.4. use of a prior version of the Software, if the infringement claim could have been avoided by the use of the current version of the Software.

15.2.5. In case of a Claim above in Section 15.1, Logan Systems, at its own expense, shall promptly:

15.2.5.1. secure for Customer the right to continue using the Software; or

15.2.5.2. replace or modify the Software to make it non-infringing; or if such remedies are not commercially practical in Logan Systems' reasonable opinion;

15.2.5.3. terminate Customer's access to the Software and refund any Fees prepaid for period following termination.

15.3. Customer's Data. The Customer is solely responsible for Customer Data, its use, and its Users' use of the Customer Data. Customer shall be responsible for Services in any way, and all legal liability arising out of or relating thereto where bad Customer Data is identified as the root cause of a Services failure. The Customer shall assume all risk. Logan Systems shall not be held liable for any losses, costs, damages or expenses (including reasonable attorney's fees) that Customer may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with:

15.3.1. the use of the Software and Services by Customer or its Users;

15.3.2. any breach by Customer or its Users of this Agreement; or

15.3.3. Customer Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or

Customer Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

- 15.3.4. Customer shall retain ownership of Customer Data (in raw form prior to any formatting by the Software) that is submitted to Logan Systems. The Customer grants Logan Systems the right and license to include the Customer Data in the Operational System and Database and agrees that Logan Systems shall be the sole and exclusive external owner of the Operational System and Database as a compilation of data.
- 15.3.5. Logan Systems agrees to provide the Customer with copies of the data that it maintains upon request in non-proprietary formats. For images currently maintained as Tiff format images, Logan Systems will provide Tiff format images with the image name containing the book and page numbers for the image. For images currently in jpg format, Logan will provide jpg format images with the book and page information in the name of the image. Indexing data will be provided in either ASCII or CSV format. Record layouts will be provided and explained.

16. Limitation on Liability

- 16.1. To the greatest extent permitted by applicable law, Logan Systems and Logan Systems Associates and except for damages arising out of (a) Logan Systems' intellectual property indemnification obligations under Section 15.1 herein, (b) injury or death to persons, or (c) damage to tangible or real property, Logan Systems' entire liability and obligation to pay the Customer and the Customer's exclusive remedy with respect to the services and any other products, materials or services supplied by Logan Systems in connection with this Agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall not exceed the fees in the twelve (12) month period preceding the Claim paid to Logan Systems by Customer in accordance with this Agreement. All causes of action or claims arising from Logan's willful, fraudulent, or criminal misconduct or gross negligence, shall be exempt from the limitations contained within this section. Additionally, any damages covered by insurance required by Exhibit A to this Agreement are exempt from the limitations of this section, up to the limit amounts of the insurance coverages set forth in Exhibit A.
- 16.2. In addition to the foregoing in section 16.1, to the greatest extent permitted by applicable law, in no event shall Logan Systems, its affiliates, directors, officers, employees and shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to

for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this Agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

17. Miscellaneous.

- 17.1. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of the email, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Logan Systems shall be sent to: 4003 Clifton Rd. Greensboro NC 27407, Attention: President, or via email, Attention Logan Systems: notices@logansystems.com with a copy to General Counsel – FOG Software Group, legal@fogsoftwaregroup.com.

Copies of all notices to Customer shall be sent to:

Attn: Crystal Gillard, Union County Register of Deeds, 500 N. Main Street, Suite 239, Monroe, NC 28112.

- 17.2. Integration Clause. This Agreement constitutes the full and complete understanding and agreement of Logan Systems and the Customer and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Proposal Letter(s), which will be deemed to be part of this Agreement when signed by each party.
- 17.3. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

- 17.4. Conflicts. If there is any conflict between the Proposal Letter which includes the Services Listing and this main body of this Agreement, the main body will govern. In the event of any conflict between this Agreement and any Logan Systems policy posted online, the terms of this Agreement will govern.
- 17.5. Non-Waiver. No delay, omission, or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.
- 17.6. Independent Contractors. Logan Systems and the Customer are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent, or legal representative of the other for any purpose.
- 17.7. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that the Customer may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Logan Systems.
- 17.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State in which the Customer is located, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the *International Sale of Goods (1980)* is specifically excluded from application to this Agreement.
- 17.9. Force Majeure. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.
- 17.10. Survival. The rights and responsibilities of the parties in Part I. Terms and Conditions pursuant to paragraph 2.2, and Sections 11, 13, 16, and 17 as well as Sections 1 and 4 of Part II. Fees for Services shall survive the expiration or termination of this Agreement.
- 17.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one

and the same instrument. This Agreement may be signed and/or transmitted electronically in lieu of by hard copy.

II. Fees for Services

1. Fees for Services. The fees (the “**Fees**”) will remain the same for the entire Term of the Agreement. The Fees shall be \$237,600.00 per year and will be invoiced monthly at a rate of \$19,800.00.
2. Shipping Cost. Shipping costs will be passed on to the Customer at Logan Systems’ cost.
3. Consumable Supplies. The cost of consumable supplies such as paper, toner, and portable media are not included in the charges listed below. These consumables may be purchased from Logan Systems or from any other vendor.
4. Payments. Logan Systems will invoice the Customer for the Fees and professional services that it provides on a monthly basis. These invoices shall be paid by the Customer in its normal manner, currently net thirty (30) days after receipt of these invoices by the Customer.
5. Non-Appropriation. Logan Systems acknowledges that Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. If public funds are not appropriated for the performance of Customer’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer ninety (90) days after written notice to Logan Systems of the non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
6. Logan agrees to the terms of Exhibit A, which is attached and incorporated herein by reference.

[Signatures on the following page]

Approved by Union County:

Approved by Logan Systems, Inc.:

By: _____

By: _____

Title: County Manager

Title: _____

Date: _____

Date: _____

This instrument has been preaudited in the manner required by
The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Approved as to Legal Form: KLC

Exhibit A

- I. At Logal Systems, Inc.'s sole expense, Logan Systems, Inc. ("Contractor") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Register of Deeds
Contract #: 9593

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this

Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

- IV. Compliance with 28 CFR Part 35. Contractor shall ensure all web content and mobile applications comply with Level A and Level AA success criteria and conformance requirements specified in Web Content Access Guidelines 2.1 and shall also comply with all federal laws and regulations regarding web and mobile accessibility. Contractor agrees to indemnify and hold Union County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, demands, obligations or causes of action relating to any violation by Contractor of 28 CFR Part 35 regarding web and mobile accessibility.

In the event Union County identifies any material non-conformance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level A or Level AA, or other applicable federal accessibility requirements, Contractor shall, at its own expense, use commercially reasonable efforts to correct such non-conformance within thirty (30) days of written notice from Union County. If remediation cannot reasonably be completed within that period due to the complexity of the issue, Contractor shall provide Union County with a written remediation plan within such period and complete the remediation as soon as reasonably practicable thereafter. Contractor shall not be deemed in breach of this Agreement with respect to accessibility compliance unless (i) Contractor fails to make commercially reasonable efforts to remediate identified issues as outlined above, or (ii) there is a final determination by a court of competent jurisdiction or regulatory body that Contractor's deliverables violate applicable accessibility laws or guidelines.



LOGAN SYSTEMS, INC.

4003 Clifton Road • Greensboro, NC 27407
Toll Free: 1-800-342-2208 • Fax: 336-299-9905



February 14, 2025

Hon. Crystal Gilliard
Register of Deeds
Union County Courthouse
P.O. Box 248
Monroe, NC 28111

Re: Contract Renewal Proposal

Dear Ms. Gilliard:

We appreciate our long-term relationship with your office, and I hope this letter finds you well.

The contract between Logan Systems and the County for the services that we provide to your office expires on June 30, 2025. During the period from the start of the contract to today, inflation has been significant. The Consumer Price Index ("CPI") is up over 20% during that time. It is important to note that our pricing for the services provided to your office has not increased since 2009.

Logan Systems proposes renewing the contract for another five years with a price increase evenly spread over each year of the term. The services included under the proposed agreement are outlined in the attached listing. The fees for the renewal period would total as follows:

- Fiscal Year 2026: \$19,800 per month*
- Fiscal Year 2027: \$19,800 per month*
- Fiscal Year 2028: \$19,800 per month*
- Fiscal Year 2029: \$19,800 per month*
- Fiscal Year 2030: \$19,800 per month*

The proposed amounts above would include all services, regardless of transaction volume. Transferring to a flat fee structure instead of a "per instrument" cost for indexing will eliminate the need for reconciliations based on recordation statistics and will make the budgeting and planning processes easier for all parties. This approach will protect your office from unpredictable monthly fluctuations when the housing market rebounds.

* Consistent with current practice and pursuant to your request, we will continue to provide a credit on each monthly invoice in the amount of \$230.00, or such higher amount if the cost is increased, in order to fully reimburse Union County for the cost of Union County's agreement with Time Warner Cable or some other provider for the provision of a communication line to Union County to facilitate Logan's ability to provide remote support.

As always, there will be no additional fees for the improved versions of our programs as they are released during the next contract term. You will recall that we provided the property notification site for no additional fee during the existing contract term.

Logan Systems offers the conversion of historical data (scanning or re-indexing) and those services would be covered by separate agreements if you decide to initiate such projects.

If these terms are acceptable to you, please let me know and I will send a copy of the agreement for your review. If you have any questions, please contact me at the toll-free number listed above at your convenience. We appreciate your business and look forward to continuing to provide excellent service to you and your staff

Sincerely,

A handwritten signature in black ink, appearing to read "Brian L. Robinson", with a stylized flourish at the end.

Brian L. Robinson
President

Attachment: Listing of Professional Services

PROPOSAL ATTACHMENT – Union County Register of Deeds

PROFESSIONAL SERVICES PROVIDED BY LOGAN SYSTEMS, INC.

Logan Systems provides a turnkey service that includes all necessary hardware, software, training, and support.

Training and Support

- Training: All necessary training for both the Customer's staff and the general public will be provided by Logan Systems at no additional charge to the locality. Such training shall be unlimited during the term of the contract and will be provided in various formats as appropriate (e.g., in person, written, electronic, etc.).
- Support: Unlimited support is provided via a toll-free number and via email from 8:00AM through 5:00PM, Monday through Friday. In addition, other contact information for support representatives are provided for after-hours support. If the problem or question cannot be adequately addressed remotely, then a support representative will visit the Customer's office.

Systems and Services

- Receipting System: Logan Systems will provide a customized receipting system for the Customer.
- Scanning: Logan Systems will provide a scanning system that will allow the Customer to scan land records, marriages, births, deaths, delayed births, notaries, military discharges, and other miscellaneous documents. This system allows form feeding for rapid scanning of the single-sided documents mandated by current North Carolina law. In order to aid verification efforts, the system places a tag on the scanned page when stored.
- Indexing Input: Logan Systems will provide an indexing input system for the Customer. This system allows the Customer's staff to input indexing data and print out various verification forms and statistical reports to ensure the accuracy of the information. Both pre-formatted and customizable reports will be provided. Paper merges will be provided upon request. Indexing binders are included with this service if needed.
- Computerized Indexing Search: Logan Systems will provide a system that allows for indexing searches of land records, marriages, births, deaths, delayed births, notaries, military discharges, and other miscellaneous documents. Logan Systems will work with the Customer to add additional features to this program.
- Public Retrieval: Logan Systems will provide an integrated public retrieval program that allows public users to access indexing and imaging data. The data made available to the public can be for several different document types and is configured at the discretion of the Customer.
- Electronic Recording: Logan Systems will facilitate electronic recording (eRecording) of land record documents for the Customer. There will be no additional fee charged

by Logan Systems for development or support of the system. The Customer shall maintain total control regarding eRecording partners, submitters, and the types of documents submitted.

- Day-Forward Redaction: Logan Systems will redact social security numbers from documents made available via remote access at least two times per year.
- Data "Pass-over": Logan Systems will provide data to any office of the locality (e.g., Assessor) requested by the Customer. There shall be no additional fee for developing the processes required to securely provide data to other local offices.
- Marriage License System: Logan Systems will provide a system that allows the public to input all information required to apply for a marriage license. This system allows for the user to complete the information in the office or remotely over the internet. Logan Systems provides all necessary hosting hardware and software for the internet-based marriage license application.
- Plat Scanning and Retrieval: Logan Systems will provide a wide-format scanner to the Customer's office for the scanning of plats. All plats and highway maps will be made available for public viewing and printing at the Customer's discretion. Also at the Customer's discretion, additional units will be made available to the staff and public for oversize printing.
- Remote Access: Logan Systems will provide remote access to the public to the Customer's indexing and imaging data managed by Logan Systems, to the extent that the Customer desires that remote access is provided. For security reasons, this system will be separate from the in-house indexing and image retrieval units and will have a separate data server.
- Microfilm Conversion: The state of North Carolina requires that archival microfilm for imaged data be created and sent to the archives. Logan Systems will create archival microfilm from the imaging data sent by the Customer for processing, verification, and back up.
- Temporary Index: Logan Systems will provide a system that allows for the public search of unverified indexing information. This "temporary index" currently provides public access to all indexing information contained in the receipting system as soon as the receipt is saved. Access to unverified information will be made available to searchers in the office and on the remote access site.
- Certified Print Programs: Logan Systems will continue to provide customized certified print solutions.
- Copy Account System: Logan Systems will provide a copy account solution that requires all users to enter a password to print from Logan Systems applications. The system will not be attached to any units not equipped with Logan software (such as copiers).
- Property Notification Service: Logan Systems will provide an online service that allows the public to be notified by email if a document with a registered name is recorded in the Customer's office's land records.
- Disaster Recovery and Long-Term Data Management and Back Up: Logan Systems is responsible for the protection of all converted and new data created using the system. Electronic data is sent offsite so that a copy of the data is available outside of the Customer's physical location. In addition, data is sent to a cloud-based

storage facility. In the event of a disaster that renders the copies of data residing in the Customer's office unavailable, Logan Systems will work with the Customer to restore system and data availability in the office. In the event of a disaster that makes the physical office unavailable, Logan Systems will work with the Customer to set up either a temporary location or will assist in moving the Customer to a new location. Depending on the nature of the disaster, Logan Systems' goal would be to restore back-ups within 24-72 hours of notification of the problem.

- Network Security and Unauthorized Access: Logan Systems typically provides a commercial firewall solution and virtual private network solution for remote access for support and maintenance purposes; however, in some cases, the network security solution and remote access solution are provided by the locality. In such cases, Logan Systems will rely upon the locality's solutions unless otherwise mutually agreed upon.
- Monthly Credit for Remote Support Connectivity: Logan Systems shall reflect a credit on each monthly invoice in the amount of \$230.00, or such higher amount if the cost is increased as described below, to fully reimburse Union County for the cost of Union County's agreement with its internet/cable provider for the provision of connectivity to Union County. This communication line is necessary for Logan Systems to provide remote support capability to Customer. In the event the amount charged to Union County by its internet/cable provider exceeds \$230.00, the Customer shall notify Logan Systems, and Logan Systems within thirty (30) days of receipt of notice shall reimburse Union County for the amount of such excess.