

County of Passaic

Board of County Commissioners



OFFICE OF COUNTY COMMISSIONERS

Director John W. Bartlett
 Deputy Director Cassandra "Sandi" Lazzara
 Orlando Cruz
 Terry Duffy
 Nicolino Gallo
 Bruce James
 Pasquale "Pat" Lepore

401 Grand Street
Paterson, New Jersey 07505
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Matthew P. Jordan, Esq.
 Administrator
 Nadege D. Allwaters, Esq.
 County Counsel
 Louis E. Imhof, RMC
 Clerk Of The Board

Date: Jun 11, 2024 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF MONMOUTH FOR USE OF THE DOCUMENT SUMMARY MANAGEMENT SYSTEM BY THE PASSAIC COUNTY CLERK'S OFFICE, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:
 ADMINISTRATION

REVIEWED BY:

Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:

Nadege D. Allwaters, Esq.

Official Resolution#	
Meeting Date	6/11/2024
Introduced Date	5/30/2024
Adopted Date	
Agenda Item	7.
CAF#	T-17-56-850-000-801
Purchase Req. #	
Result	

Administration and Finance

COMMITTEE NAME

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF MONMOUTH FOR USE OF THE DOCUMENT SUMMARY MANAGEMENT SYSTEM BY THE PASSAIC COUNTY CLERK'S OFFICE, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

WHEREAS, the County of Passaic ("County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1, the Board of County Commissioners of the County of Passaic ("Board") is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes the County to enter into an agreement with any other local unit(s) to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Passaic County Administrator is recommending to enter into a Shared Services Agreement with Monmouth County, attached hereto and made part of this Resolution, for use of the Document Summary Management System by the Passaic County Clerk's Office for a ten (10) year contract term, beginning January 1, 2024 and terminating December 31, 2033; and

WHEREAS, the Passaic County Clerk's Office agrees to pay twenty-three thousand five hundred thirty-five dollars (\$23,535.00) for calendar year 2024, in accordance with the invoice dated March 5, 2024, attached hereto and made part of this Resolution; and

WHEREAS, Monmouth County will issue a new fee schedule and invoice to the Passaic County Clerk's Office annually until expiration of the Agreement; and

WHEREAS, funds are available in Account No. T-17-56-850-000-801, or any other account that may be deemed appropriate by the Chief Financial Officer or his designee, and the availability of funds has been contingently certified by the Chief Financial Officer subject to sufficient funds being appropriated by the Board in the 2024 and/or subsequent County budget(s), which is attached hereto and made part of this Resolution; and

WHEREAS, this matter was discussed at the May 29, 2024 Administration and Finance Committee meeting, and is being recommended to the Board for approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:65-1, et seq., the Board of County Commissioners of the County of Passaic authorizes the attached Shared Services Agreement by and between the County of Passaic and the County of Monmouth for use of the Document Summary Management System by the Passaic County Clerk's Office for a ten (10) year contract term, commencing January 1, 2024 and expiring December 31, 2033, in an amount not to exceed twenty-three thousand five hundred thirty-five dollars (\$23,535.00) for calendar year 2024.

LET IT BE FURTHER RESOLVED, that Monmouth County will issue a new fee schedule and invoice to the Passaic County Clerk's Office annually until expiration of the Agreement.

LET IT BE FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:65-4(b), this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

LET IT BE FURTHER RESOLVED, that the Clerk of the Board, County Counsel, County Administrator, Passaic County Clerk, and Director of the Board are authorized to take any action necessary to carry out the purpose of this Resolution.

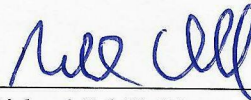
CERTIFICATION OF AVAILABLE FUNDS

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

AMOUNT: \$23,535.00

APPROPRIATION: T-17-56-850-000-801

PURPOSE: Authorize Shared Services Agreement by and between the County of Passaic and the County of Monmouth for use of the Document Summary Management System by the Passaic County Clerk's Office.



Richard Cahill, Director of Finance

DATED: June 11, 2024

COUNTY OF PASSAIC

REGISTER OF DEEDS

(Q) 973-881-4784

401 GRAND STREET, ROOM 113

PATERSON, NJ 07505

REQUISITION

NO.

R4-08912

S H I P T O	
V E N D O R	VENDOR #: 06556 MONMOUTH COUNTY CLERK MARKET YARD-33 MECHANIC STREET FREEHOLD, NJ 07728

ORDER DATE: 01/17/24

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	DSMS PORTAL MAINTENACE COVERAGE FOR JAN 1 2024-DEC 31, 2024. ANUUAL CHARGES FOR HOSTING FEES INCLUDING ALL RELATED INFRASTRUCTURE SERVICE AND SUPPORT INCLUDING SERVERS, STORAGE, NETWORK CONNECTIVITY, SECURITY MAINTENACE FOR THE DSMS PORTAL INCLUDING LEVEL 2, ACH, HISTORY DATABASE, DISASTER RECOVERY	T-17-56-850-000-801	18,838.0000	18,838.00
1.00	MAINTENACE FOR THE DSMS DEED LOOKUP AND DOWNLOAD	T-17-56-850-000-801	4,000.0000	4,000.00
1.00	SOFTWARE UPGRADE PENDING RESOLUTION	T-17-56-850-000-801	697.0000	697.00
			TOTAL	23,535.00

REQUESTING DEPARTMENT

DATE



Monmouth County Clerk's Office
 Market Yard
 P.O. Box 1251
 Freehold, NJ 07728

Invoice

Bill To
 Honorable Danielle Ireland-Imhof
 Passaic County Clerk's Office
 401 Grand Street-Room 130
 Paterson, NJ 07505

Date: 03/05/2024

Invoice # 2024

dimhof@passaiccountynj.org		P.O. No.	Terms	Project
			Due on receipt	
Quantity	Description	Rate	Amount	
	<u>DSMS Portal Maintenance coverage for the period of 1/1/24 – 12/31/24</u>			
1	Annual charges for hosting fees to Monmouth County including all related infrastructure service and support including servers, storage, network connectivity, security, data backup/recovery, Internet Services, etc.			
1	Annual maintenance charge for the DSMS eRecording portal including Level 2, ACH, History Database, and Disaster Recovery Replication of Data and Images (Fixed Cost \$11,100.00 plus Variable Cost Based on Volume \$7,738.00)			\$18,838.00
1	Annual maintenance for DSMS Portal Option for Deeds Lookup and Download			\$4,000.00
1	Software Upgrade (MCIT)			\$697.00
<p>Please remit payment, no later than July 31, 2024, to:</p> <p>Monmouth County Clerk 33 Mechanic Street Freehold, NJ 07728 Attn: Veronica Dwyer</p>				
PASSAIC COUNTY			Total	\$ 23,535.00

SHARED SERVICES AGREEMENT

**SUBLICENSING AGREEMENT BETWEEN
THE COUNTY OF MONMOUTH, NJ (THE "HOST") AND
THE COUNTY OF PASSAIC, NJ (THE SUBLICENSEE")
FOR USE OF THE
DOCUMENT SUMMARY MANAGEMENT SYSTEM (DSMS)**

Preliminary Statement

This agreement is entered into as a Shared Services Agreement under the New Jersey Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.).

The Document Summary Management System, including its related products, services and websites (collectively referred to as "DSMS") allows the Level 1 electronic creation and submission of a cover sheet or document summary sheet to facilitate the recording of all land records documents with a New Jersey County Clerk and Level 2 functionality that includes the electronic recording through scanned images of original signed documents.

DSMS is owned by its Developer, namely Sunrise Systems, Inc. The Host, as a Licensee, has obtained a limited license for use of DSMS. Under the terms of its license, the Host may operate a DSMS web portal for itself and may also sublicense the use of the Host's portal for use by other counties in New Jersey.

Agreement

The parties agree as follows:

1. Grant of Sublicense:

The Host hereby grants the Sublicensee a license to use the DSMS through the Host's web portal, under the terms of this Agreement.

2. Direct Costs:

- a) Under a prior Interlocal agreement which has expired, the Sublicensee has already made a one-time payment of \$50,000.00 to the Host for the Sublicensee to use DSMS, Level 1 and Level 2.
- b) The Sublicensee will pay the Host a fee for the maintenance of DSMS. The 2024 Fee schedule for current Sublicensees is attached hereto as Exhibit "A". These costs include the amount(s) to be paid by the Host to Sunrise Systems, Inc., plus various other web hosting costs incurred by the Host. A new fee schedule and an invoice to each Sublicensee will be issued annually hereafter by the County, including a fee structure that contains a base subscription charge and a volume adjustment to reflect the volume of each participating Sublicensee in relation to the other participating Sublicensees.

3. Other Costs:

The Sublicensee will retain Sunrise Systems, Inc., directly or as a subcontractor to New Jersey Business Systems, Inc., to perform assessment and implementation services prior to using DSMS through the Host.

The Sublicensee will also provide the necessary hardware and additional software for the proper operation of DSMS. For current requirements, see Exhibit "B" attached.

4. User Fees:

The Sublicensee may charge user fees to external authorized users who submit documents to the Sublicensee for recording. The amount(s) of the user fees shall be determined solely by the Sublicensee.

5. Maintenance and Support:

The Host intends to maintain an ongoing agreement with Sunrise for Basic Maintenance and Support Services. In case of any major changes in the maintenance and support arrangements with Sunrise, all Sublicensees, who are current in all payments to the Host under this Agreement, will receive prior and timely notification of such changes.

Whenever new major releases of the software are planned, all Sublicensees, who are current in all payments to the Host under this Agreement, will receive notification of the new release and get reasonable time for acceptance testing prior to the deployment of such release for the respective Sublicensee.

Prior to the general use of DSMS by Sublicensee, both parties will put in place a mutually agreed process for Technical Problem Notification and follow up. A Bug Report of known problems which could potentially impact the Sublicensees, will also be issued periodically with projected completion dates for bug fixes, if available.

The parties will also put in place a mutually agreed process for (a) User Acceptance Testing of problem fixes; and (b) Notification of planned outages for the system to

Sublicensees; and (c) Training of Sublicensee users and availability of appropriate user documentation for DSMS.

6. Copyright & Trademark Acknowledgement:

DSMS is the exclusive property of Sunrise Systems, Inc. ("Sunrise"). Sunrise owns the title, copyright, and other intellectual property rights to DSMS. DSMS is licensed, not sold. DSMS is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by Sunrise, Sunrise retains all propriety rights to DSMS.

DSMS may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Sunrise. The licensee, sublicensees and other users shall not disassemble, decompile, or reverse engineer DSMS.

7. Terms of Agreement:

This Agreement shall be effective January 1, 2024, or as soon thereafter as this Agreement is executed by both parties, and shall terminate, if not sooner or extended, on December 31, 2033.

The Sublicensee has the right to terminate this Agreement, upon ninety (90) days' written notice to the Host.

The Host may terminate this Agreement, upon thirty (30) days' notice, if the Sublicensee fails to make any payment(s) required under this Agreement.

In case the agreement between Host and Sunrise is terminated, Host shall notify Sublicensees of such termination immediately, whereupon this Agreement will be terminated.

This Agreement does not preclude Sublicensee from negotiating directly with Sunrise, independent of this Agreement, for any additional products, services, enhancements or add-ons, including the capability to host an independent DSMS portal site. Any separate agreement in this regard must be negotiated directly with Sunrise, including all contractual terms and conditions, licensing arrangements and all costs associated with infrastructure and hosting requirements, customizations and enhancements, county integration, submitted interfaces and future upgrades and enhancements.

8. Limitation of Liability:

The Host makes no warranties, either express or implied. The Host shall not be liable to the Sublicensee for damages of any kind arising from the Host's non-performance or flawed performance under this Agreement.

9. Terms of Use and Notices:

In order to access the Host's DSMS web portal, the Sublicensee and its external authorized users must agree to the Terms of Use and Notices posted thereon, a copy of which is attached hereto, as Exhibit "C".

10. Changes:

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the party to be charged therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

By: Tamara Brown By: Thomas A. Arnone
Clerk of the Board County Commissioner Director

Name: Thomas Arnone

Date: 8/6/2024

ATTEST:

COUNTY OF PASSAIC

By: Louis E. Ambrose By: John W. Bertello
Name: John W. Bertello
Title: County Commissioner Director
Date: 8/27/24

EXHIBIT B

**COUNTY OF MONMOUTH
DSMS**

HARDWARE, SOFTWARE & NETWORK REQUIREMENTS

HARDWARE:

- Dell or equivalent IBM compatible PC with single processor at 1 GHZ or above speed, 4 GB Ram, 100 GB Hard Disk
- 19-inch Color Monitor with 1280 x 1024 Resolution
- Desktop Twain Compatible Document Scanner with support for TIFF file format or Adobe PDF format required for image scanning functions from MS-Windows PC
- For Apple MAC – upload Scanned document in PDF file format
- Direct attached or network attached Inkjet or Laser Printer for report printing and forms printing

SOFTWARE:

- Microsoft Windows 10 or above operating system
- Web Browser - Microsoft Edge or Google Chrome or Apple Mac - Safari
- Adobe Acrobat 7 or above

NETWORK:

- Broadband network connectivity to the Internet for access to the DSMS system.

EXHIBIT C

Document Summary Management System (DSMS): Terms of Use and Notices

Last Updated: January 2024

1. AGREEMENT

This is an agreement ("Agreement") between you, County of Monmouth, a County of the State of New Jersey ("Licensed County") County, the respective applicable Counties of the State of New Jersey sublicensed to access and to accept document submissions through the Portal ("Sublicensed Counties") and Sunrise Systems, Inc. ("Company"). This Agreement governs your use of Document Summary Management System software and/or its related products, services and websites (collectively referred to as "DSMS"). All use of DSMS is subject to the terms and conditions ("Terms") of this Agreement, provided however, that additional and/or other terms of use may and/or shall apply with respect to the DSMS website ("Portal") licensed, hosted and operated by Licensed County, as specified on the Portal. Any use of such web pages constitutes the user's agreement to abide by the respective and applicable Terms. You represent that you are at least 18 years of age and have attained the age of majority in the province, state or country in which you reside, and any information that you submit is correct.

LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY OFFER DSMS CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE DSMS CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY AND AN EXCLUSIVE REMEDY WITH LIMITATIONS. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BARGAIN.

NOTICE : This site is maintained by the Licensed County Government and is protected by various provisions of Title 18 of the U.S. Code. Violations of Title 18 are subject to criminal prosecution in a federal court. For site security purposes, as well as to ensure that this service remains available to all users, we use software programs to monitor traffic and to identify unauthorized attempts to upload or change information or otherwise cause damage. In the event of authorized law enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual.

DISCLAIMER OF LIABILITY: Licensed County, Sublicensed Counties and Company do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed.

2. HOW LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY MAY MODIFY THIS AGREEMENT

Licensed County, Sublicensed Counties and Company reserve the right to change the terms, conditions, and notices under which they offer the DSMS, including any charges associated with the use of the DSMS. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on DSMS Portal. Your continued use of the DSMS after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any DSMS product, feature or web site may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of DSMS, including without limitation, particular features or offers. If any terms contained in this Agreement conflict with any terms contained within a DSMS product, feature or web site, then the terms in this Agreement shall control.

4. ELECTRONIC COMMUNICATIONS

When you visit the DSMS Portal or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All Information and data inputted or submitted into DSMS Portal by authorized and licensed users and licensees ("User Content" or "Submission") shall be owned by and deemed the property of Licensed County or the respective applicable Sublicensed Counties.

Company owns the title, copyright, and other intellectual property rights in DSMS. DSMS is licensed, not sold. DSMS is protected by copyright and other intellectual property laws and treaties. Company retains all proprietary rights to the DSMS.

The DSMS may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Company. You will not disassemble, decompile, or reverse engineer DSMS.

Copyright © 2002-08 Sunrise Systems, Inc.

All rights reserved.

6. RESTRICTED LICENSE AND SITE ACCESS

Licensed County, Sublicensed Counties and Company grants you a limited license to access and make personal use of this site, subject to the Terms. DSMS and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of Company.

You will not use DSMS in any way that is unlawful, or harms Licensed County, Sublicensed Counties, Company, its affiliates, resellers, distributors, service providers and/or suppliers (collectively referred to as "Affiliates") or any customer of Company or Affiliates. Licensed County, Sublicensed Counties and/or Company may tell you about certain specific harmful uses in a code of conduct or other notices available through DSMS, but have no obligation to do so. You may not use the DSMS in any way that breaches any law, code of conduct, policy or other notice applicable to the DSMS. Without limiting the generality of this section, you may not use DSMS in any manner that could damage, disable, overburden, or impair DSMS (or the network(s) to which DSMS is connected) or interfere with any other party's use of DSMS.

You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of Company and/or its affiliates without the express written consent of Company. You may not use any meta tags or any other "hidden text" utilizing Company's name or Marks without the express written consent of Company. Any unauthorized use terminates all licenses granted by Licensed County, Sublicensed Counties and Company, and shall subject the violator to civil damages and criminal prosecution.

7. INFORMATION OR MATERIALS SUBMITTED OR PROVIDED BY USERS; COMMUNICATIONS MONITORING

For User data or information you submit or otherwise provide to DSMS (a "Submission"), you grant Licensed County and/or Sublicensed Counties permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your Submission, each in connection with the DSMS, and (2) sublicense these rights, to the maximum extent permitted by applicable law. You will not be paid for your Submission. For each Submission, you represent that the information is true and accurate, and that you have all rights necessary for you to make the grants in this section. To the maximum extent permitted by applicable law, Licensed County and/or Sublicensed Counties may monitor your e-mail, or other electronic communications and may disclose such information in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with this Agreement, and protecting the rights, property, and interests of Licensed County, Sublicensed Counties and/or Company.

Licensed County, Sublicensed Counties and Company do not warrant or guarantee the accuracy or timeliness of any information submitted or made available by its Users.

Licensed County, Sublicensed Counties and Company do not authorize the use of information available from DSMS, for any purpose other than the limited use expressly permitted under this Agreement, and prohibit to the maximum extent allowable, the resale, redistribution, and use of this information for commercial purposes.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; AND EXCLUSIVE REMEDY

DSMS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF DSMS, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON DSMS. YOU EXPRESSLY AGREE THAT YOUR USE OF DSMS IS AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF DSMS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

THE DSMS PORTAL FEATURES AND FUNCTIONS MAY CHANGE IN ANY WAY, AT ANY TIME AND FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT LICENSED COUNTY, SUBLICENSSED COUNTIES AND COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF DSMS, (2) ANY INCOMPATIBILITY BETWEEN DSMS AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH DSMS IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS CONTAINED ON DSMS SITES.

IN NO EVENT WILL LICENSED COUNTY, SUBLICENSSED COUNTIES AND/OR COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF DSMS, EVEN IF LICENSED COUNTY, SUBLICENSSED COUNTIES OR COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH DSMS, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST LICENSED COUNTY, SUBLICENSSED COUNTIES OR COMPANY WITH RESPECT TO THIS AGREEMENT OR DSMS, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING DSMS.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERMINATION; ACCESS RESTRICTION

Licensed County, Sublicensed Counties or Company may terminate or suspend your access to the DSMS at any time, with or without cause, with or without notice. Upon such termination or suspension, your right to use DSMS will immediately cease. UPON SUCH TERMINATION OR SUSPENSION, ANY INFORMATION YOU HAVE STORED ON THE DSMS SITES MAY NOT BE RETRIEVED LATER.

10. APPLICABLE LAWS

This web site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of New Jersey, by accessing this web site you agree that the statutes and laws of the state of New Jersey, without regard to the conflicts of laws principles thereof, will apply to all matters relating to use of this web site.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and the United States District Court for the District of New Jersey with respect to such matters. There is no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

11. GENERAL TERMS.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in DSMS. Except as expressly stated herein, this Agreement constitutes the entire agreement between you, Licensed County, Sublicensed Counties and Company with respect to DSMS and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you, Licensed County, Sublicensed Counties and/or Company or its Affiliates with respect to DSMS. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

12. LINKS TO EXTERNAL SITES

The DSMS and related web sites contain links to external, third-party web sites and software. The linked sites are not under the control of Company, and Company is not responsible for the contents or transactions of any linked site or any link contained in a linked site. Company is providing these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site or its products or services by Company.

Company does not operate or control the information, products and/or services found on any external sites. Nor does Company represent or endorse the accuracy or reliability of any information, products and/or services provided on or through any external sites, including, without limitation, warranties of any kind, either express or implied, warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose. Users assume complete responsibility and risk in their use of any external sites. As Company is not responsible for the availability of these outside resources, or their contents, users should direct any concerns regarding any external link to its site administrator or Webmaster or the appropriate party.

13. YOU HAVE LIMITED TIME TO BRING YOUR CLAIM

ALL PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE DSMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.