



TOWN OF CANTON
FOUR MARKET STREET
P.O. BOX 168
COLLINSVILLE, CONNECTICUT 06022-0168

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

January 14, 2014

Deborah A. Ball, Chief Executive Officer
COTT Systems Inc.
2800 Corporate Exchange Drive, Suite 300
Columbus, OH 43231

RE: Two Year Renewal of Master Agreement dated May 15, 2008
Town of Canton, Connecticut

Dear Deborah Ball,

Enclosed is an executed Renewal Schedule for the period from July 1, 2014 through June 30, 2016.
This constitutes a two year extension of the Master Agreement which was executed on May 15, 2008.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Robert H. Skinner
Chief Administrative Officer

Enclosure



Renewal Schedule

For Linda Smith, Town Clerk, Town of Canton CT

Prepared on Friday, January 10, 2014

Cott will continue to provide customer with the following products and services for a term of twenty-four (24) months from July 1, 2014 through June 30, 2016:

- Resolution Software Assurance with one (1) user license(s)
- RecordCare includes microfilm creation, recording binders and paper
- Hardware Maintenance:

Existing hardware for continued use:

- Dell OptiPlex 980 and monitor
- LJ4200 printer
- Fujitsu 4220 scanner
- modem
- network switch
- Dell OptiPlex 380 and monitor w/ av protection
- APC 1000VA UPS (consumable item)
- (2) Western Digital Ext 1TB Hard Drive
- Lomega Presige External 1TB Hard Drive

Software Assurance allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.

Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined Software Update Process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

Assumptions and Requirements

- Customer will continue to designate one point of contact in their office to communicate information to Cott.
- Cott Customer Support requests will be addressed as defined in Cott's Customer Support Processes Exhibit.
- Customer's proper use of software and compliance to all operating instructions.
- Customer is responsible for data entry standards or rules.
- A supported version of Cott's software products are currently installed and running.

| Fees: | Current | New |
|-------------------------------|----------------|------------|
| Resolution Software Assurance | \$1181/mo | \$1215/mo |
| Toby Trax | \$200/yr | \$200/yr |

This *Renewal Schedule* ("Schedule") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified below, and is being executed as an exhibit to Cott's *Master Agreement for Products and Services*. Cott and Customer have entered into this Schedule as of the date it is signed by Customer, under the provision this Schedule is only valid when signed by customer within (90) days of the date of signature by Cott.

Master Agreement for Products and Services

May 15, 2008

(Date Signed)

Canton, CT

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball

(Signature)

1/10/2014

(Date)

Deborah A. Ball, Chief Executive Officer

(Print Name/Title)

[Signature]

(Attest)

[Signature]

(Signature)

1-14-14

(Date)

Robert H. Skinner, Chief Administrative officer

(Print Name/Title)

[Signature]

(Attest)



INFORMATION MANAGEMENT SOLUTIONS

Master Agreement for Products and Services

This Master Agreement for Products and Services ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Cott") and its Customer set forth below ("Customer").

Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will purchase, the products and services checked below or described in any applicable addendum to be executed by the parties. Addendums may be executed at any time during the term of this Agreement and will become part of and be incorporated in this Agreement.

- Checkmarks and list of services: Auditing, Auto Index Software, Auto Redaction Resolution, Backfile of Record Books, Books, Covers & Jackets, Data Acquisition, Data Conversion, Desktop/Recordcare, Electronic Backups, eCommerce, eRecording, Key from Image Workflow, Hardware & Network Software, Hardware Maintenance, Historic Redaction, History of Index Data, Microfilm Creation, Offsite Storage, Online Index Books, Plats, Printouts, Reindexing, Remote Online Training, Resolution, Software Assurance, Software Escrow, Thin Office Resolution, Toby Trax, Verdict, Webhosting.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 60 days after Cott has signed this Agreement.

Canton, CT

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Signature and date 5.13.08 for William House

WILLIAM HOUSE

BHOUSE@COTTSYSTEMS.COM

VP SALES

Attest signature

Signature and date 5/15/2008 for Jonathan Luiz

JONATHAN LUIZ

jluiz@townofcantonct.org

Acting Chief Administrative Officer

Signature

TERMS AND CONDITIONS

1. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed one per cent (1%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Late charges may be increased to up to three percent (3%) if Customer is past due two times or more within a calendar year. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
2. **Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
3. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
4. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.
5. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. Provided Cott exercises and continues to exercise reasonable diligence towards performing under this Agreement, the happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
6. **Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent.
7. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
8. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.
9. **Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.
10. **Term.** This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.
11. **Breach.** Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
12. **Authority.** By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
13. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.



INFORMATION MANAGEMENT SOLUTIONS

Addendum for RECORDCARE Services and Web Hosting

This *Addendum for RECORDCARE Services and Web Hosting* ("Addendum") is by and between Cott Systems, Inc ("Cott") with principal offices located at 350 East Wilson Bridge Road, Worthington, Ohio, 43085, and its customer ("Customer") identified on the attached *Schedule for RECORDCARE Services and Web Hosting* ("Schedule") and is being executed as an addendum to Cott's *Master Agreement for Products and Services*, in order for Cott to provide the products and services described herein.

- 1. Grant of Software License.** In consideration of the payments specified in the Schedule and for the period of time specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein.
- 2. Software Assurance.** Cott will provide Software Assurance consisting of customer support services as described in the "Customer Support Processes Exhibit" and software update services (collectively, "Software Assurance"). Software Assurance entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
- 3. Hardware, Network Software.** In consideration of the payments and for the period of time specified in the Schedule, Cott grants and Customer accept the right to continue use of the hardware ("Hardware") and network software ("Network Software") as described in the Schedule. The Network Software will be provided to Customer under a license between Customer and the third party licensor of the Software.

Use of Hardware. Customer will cause the Hardware to be operated in a careful and proper manner, in accordance with manufacturer's instructions or manuals. Customer shall keep each item of Hardware at its installed location and shall not move the Hardware without Cott's prior written consent which will not be unreasonably withheld. Customer will affix and keep on the Hardware any labels supplied by Cott which identify the owner of the Hardware.

Liens. Customer shall keep the Hardware free and clear from any lien or other encumbrance arising by or through Customer. Customer agrees to assist Cott in taking the necessary steps to perfect and protect Cott's interest in the Hardware including executing any UCC financing statements in recordable form.

Insurance. Customer will, at its expense, maintain insurance against all risks of damage to and loss (including theft) or destruction of the Hardware for an amount not less than the full replacement cost of the Hardware. Upon request, Customer will furnish a certificate of coverage confirming that the required coverage is in place.

Return of Hardware. Upon the expiration or termination of the earlier to occur of this Addendum or the lease term of the Hardware, Customer acknowledges Cott owns the Hardware and the Customer shall return the Hardware to Cott in good repair, condition and working order, ordinary wear and tear excepted. Customer assumes and shall bear the entire risk of loss, damage or destruction of the Hardware whatever the cause.

- 4. Hardware Maintenance.** Cott will provide ongoing maintenance on the Hardware (collectively, "Maintenance") as described herein and in the Schedule and customer support services as described in the "Customer Support Processes Exhibit." In the event of a hardware malfunction, Cott will provide for fixing or replacing the component provided the manufacturer and/or maintenance provider has not deemed the Hardware component to have reached the end of its support life. Customer acknowledges Cott is not in control of the quality of a replacement component provided by a manufacturer and/or a maintenance provider, nor is Cott responsible for providing new components at anytime during the term specified in the Schedule. The quality of a replacement component provided directly by Cott will be on an 'equal to or exceeds' basis.



INFORMATION MANAGEMENT SOLUTIONS

5. **Website Design.** Cott will continue maintaining the existing website containing Customer's indexed instruments and/or associated images according to the criteria set forth in the *Addendum for Web-Hosting Services*, executed on August 28, 2007, in the format produced by Cott's Resolution software and based on Cott's standard customer website templates (the "Website"). The official seal of the Customer, the name and title of the responsible official of the Customer, and Customer's webmaster email address will appear on the Website. Customization of Cott's standard website design is available from Cott at additional cost. The Website will also contain Cott's customary disclaimers regarding the content of the Website and appropriate attribution to Cott for the hosting of the site. From time to time and at no additional charge, Cott will make minor modifications to the Website and the Customer's Base System in order to maintain consistency between the Website and Customer's Base System with respect to look and feel, available content and functionality.
6. **Term.** The term of this addendum will begin on July 1, 2008 and continue until June 30, 2011. Customer may renew the term by giving Cott notice of renewal before the scheduled expiration of the then-current term. Cott will apply the applicable Recordcare Services Deposit to Customer's account prior to issuing a final invoice at the end of the current term.
7. **Fees.** Fees are specified in the Schedule and will be invoiced on the first day of each calendar month. Fees will remain fixed until the last day of the then-current term, except that Cott may (a) pass along to Customer an increase in third party system software support if announced by the software provider and/or an increase in third party maintenance if announced by the vendor and (b) upon renewal, Cott may increase the fees with a maximum increase of five percent (5%) of the then-current fees. Fees for the last month of the term will be invoiced on the first day of the term as ("Recordcare Services Deposit") and ("Webhosting Service Deposit"), as specified in the Schedule and will be credited to Customer's last invoice of the term.

7.1. Web Hosting: Increase in Storage Capacity. Customer acknowledges that the storage capacity of the Website and Customer's fees are based, in part, on the number of instruments, images and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors or if bandwidth should be upgraded to accommodate the traffic to, and use of, the Website, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle. Fees will only be increased if Cott incurs additional or increased costs to provision the storage or bandwidth upgrades.

7.2. Web Hosting Renewal. Fees for renewal terms will be specified by Cott at least forty-five (45) days prior to the expiration of the then-current term. Fee increases may be necessary based on a number of factors including the Storage Factors, firewall maintenance, Cott's then current pricing plan for hosting services, Cott's costs for hosting equipment, security, facilities and telecommunications and the Website's bandwidth.

8. **Website Access.** The Website will be accessible to the public over the Internet via a link appearing on Customer's official website or via a domain name selected and registered by Customer. Cott shall not be responsible for registering or maintaining any domain name or the fees associated therewith. The technical specifications for accessing the Website will be determined by Cott and will be those that are standard from time to time for Cott's hosted systems. Except for maintenance and periods of shut-down caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott, the Hosted System will be operational twenty-four (24) hours a day.
9. **Hosting: Technical Specifications.** The Website will be hosted on equipment owned and maintained entirely by Cott (the "Hosted System"). Cott will arrange for a high-speed connection between the Hosted System and the Internet (the "Internet Link"). Customer acknowledges that Cott relies on third party vendors to house the Hosted System and provide the Internet Link. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Website.



INFORMATION MANAGEMENT SOLUTIONS

10. **Security and Data Protection.** Cott will implement and maintain reasonable security, back-up and recovery procedures on the Hosted System. Any back-up of the Hosted System is not intended to be a disaster recovery solution for Customer and its Base System. Although Cott will implement reasonable procedures to prevent unauthorized access to protected data on the Hosted System, Customer acknowledges that it is impossible to completely eliminate this risk due to the public nature of the Internet and the Website.
11. **Ownership of Design and Content.** Cott and Customer agree that Cott is the owner of the software on the Hosted System and the overall look, feel and design of the Website. Customer is the owner of the data on the Hosted System. Customer owns all rights and privileges to the hosted data. Cott will not remarket or claim ownership of the hosted data. The Website will not be transferable to nor usable by Customer after termination of this Addendum.
12. **Outages; Disruptions in Service.** If any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency occurs, Customer shall promptly notify Cott Customer Support. Cott Customer Support will investigate the deficiency and use commercially reasonable efforts to correct the deficiency.
13. **Replication.** On the Go-Live Date, the Website will contain the indexed instruments and/or associated images specified in the Schedule current as of the Go-Live Date. Customer acknowledges that ongoing data replication is required to ensure that the data present within the Website is current. Ongoing replication frequency will be provided as specified in the Schedule. Customer will arrange for and maintain the high speed connection between Customer's base system that resides on Customer's network (the "Base System") and the Hosted System that will enable replication (the "Base Link"). Unless otherwise specified in the Schedule, Customer is responsible for installing and maintaining on its network a firewall between the Base System and the Hosted System and such firewall must meet IPSEC VPN standards. Customer will be responsible for monitoring the firewall.
14. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Website, and accordingly Customer will be the point of contact for all questions and problems from end-users of the Website. The standard Website template permits Customer to establish individual end-user accounts with passwords. Customer is responsible for establishing, managing and monitoring end-user accounts and acknowledges that the Website's internal account management reporting (accessible through the Website by Customer) is limited to listing of user names and passwords. Cott will include in the Website customary terms of use applying to end-users, and any provisions reasonably required by Cott from time to time.
15. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Website, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Website. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from the Website. Customer will be responsible for implementing and carrying out such standards and any data input errors.
16. **Termination; Material Breach.** This Addendum, the use of License, Hardware and Services for Recordcare, and related services hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Customer's failure to reasonably perform its obligations; (f) Cott's failure to reasonably perform its obligations hereunder; or (g) Customer's failure to timely pay Cott all sums due hereunder except with respect to sums disputed in good faith by Customer. If a material breach occurs, this Addendum including any Schedules and the License, Hardware and Services for Recordcare hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
17. **Early Termination.** Customer may terminate Recordcare Services, or Customer may terminate a portion of Recordcare Services by providing sixty (60) days written notice to Cott. Cott will cease providing the applicable Recordcare Services on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Cott will apply the applicable Recordcare Services Deposit to Customer's account prior to issuing a final invoice. Customer will be responsible for the monthly fees up to the date of termination. In the event the Schedule specifies a limited term for Hardware and Network Software use, and/or in the event Customer elects to terminate Recordcare Services, such applicable Hardware and Network Software shall be promptly removed by Cott from Customer's site.



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18. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated.
19. **Software Warranty.** Cott warrants that the Software will perform in accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Recordcare Services. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.
20. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE HARDWARE, NETWORK SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE, HARDWARE, NETWORK SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
21. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users. Cott will notify Customer of any claim for which it seeks indemnity and will not settle any such claim without the prior written consent of Customer.
22. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
23. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors.



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24. **Ownership of Software and Data.** Nothing in this Contract shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not disclose, use, release to third parties, remarket or claim ownership in it.
25. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Recordcare services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder.



INFORMATION MANAGEMENT SOLUTIONS

Schedule for RECORDCARE Services and Web Hosting

For Linda Smith, Town Clerk

Town of Canton, CT

Prepared on Thursday, May 08, 2008

For the thirty-six (36) month term, Customer will continue to use the following:

Software and Software Assurance:

- Continued use of current Resolution Desktop Plus software for RECORDCARE Services including indexing, imaging, and public search.

Hardware and Hardware Maintenance:

For continued use and for primary purpose(s) of main entry station, search station

| |
|--|
| HP Compaq DX2000 PC- SN: MXD413088W |
| 17" Flat Panel Monitor - SN: A18035200325 |
| Compaq DX2000 - SN: MXD413088Q |
| 17" Flat Panel Monitor - SN: A18035200208 |
| Fujitsu 4220 Scanner - SN: 607939 |
| HP Laserjet 4200 printer - SN: USBNL04012 |
| 200GB Hard Drives - SN: Y62PQQEE, Y62R94EE |
| 160GB Ext Hard Drive - SN: |
| DVD/CD Writer -SN: 015142608C |
| External modem |
| UPS (Uninterrupted Power Supply) -SN: JB0409010855 |
| Network Switch |

Some of the hardware is covered by manufacturers' warranty or comes with a maintenance plan which includes onsite coverage; at a minimum, Cott will provide depot maintenance which means when the hardware requires service, Cott will provide replacement hardware of equal or greater specifications to the customer at no additional charge. Cott is not obligated to 'refresh' the equipment that is functioning properly.

Web Hosting:

- Customer is electing to continue Web Hosting Service for a new term of 36 months, effective 07/01/2008. Due to minimal increase in storage needed to accommodate new data, the monthly fee will remain at \$186.



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Services:

- Software Assurance allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined Software Update Process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.
- Recording binders and recording paper for record books. Paper provision is limited to record book needs, is state approved for archival quality and paper used for printing the alphabetical indexes is not included.
- Provision of third party software components for database and image management, antivirus, backup and remote access purposes. Antivirus updates are subject to Cott's review.

Data:

Data that is currently available on Customer's system will continue to be available. No further conversion of data is planned.

Assumptions and Requirements for Recordcare

- The customer will continue to designate one point of contact in their office to communicate information to Cott.
- Items and tasks requested by Cott will continue to be fulfilled by the customer in a timely manner.
- The customer continues to be responsible for providing adequate electrical power for hardware, datacom cables in place for networking connectivity purposes, and the provision of a dedicated phone line or a high speed connection for the purpose of remote support of Software.
- The customer's proper use of software and compliance to all operating instructions.
- The customer is responsible for data entry standards or rules, document preparation, data entry of information and document scanning.
- In the event of hardware failure or malfunction, the customer must be willing to perform reasonable computer related tasks and to move hardware to assist in troubleshooting.
- The hardware provided and installed by Cott is only warranted, if at all, by the manufacturer. Hardware manufacturer warranty terms and exceptions are subject to change by the manufacturer without notice to Cott or the customer. Cott is not liable under any such warranty.
- Ongoing monthly hardware maintenance from Cott via a service provider is offered only on a limited number of hardware components such as high capacity laserjet printers, scanners or backup devices.
- If the customer is interested in discontinuing Maintenance, especially in the case when a service provider is involved, the customer shall provide advance written notice to Cott's Renewal Specialist. The customer will be responsible for Maintenance fees through the end of the month occurring sixty (60) days after notification and any additional fees for early termination.
- Products that uplift a manufacturer's base warranty such as, though not, limited to Carepaqs for servers or workstations or advance exchange kits for scanner, have well defined expirations. Provided product(s) are available that extend base warranties, Cott will endeavor to present such options to the

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customer at renewal time, and notify the customer of additional fees in a renewal Schedule. Cott is not responsible for continued support on or replacement of a computer component in the event the original manufacturer deems the component has reached the end of its support life.

- Hardware malfunctions due to natural events such as a lightening strike or flood, as well as damage to or misuse of hardware, fall outside manufacturer warranty coverage, any maintenance plan, and additional fees will likely apply.
- Additional software may be installed on the equipment by Customer, provided written approval is provided by Cott. In the event the additional software interferes with Cott's ability to support the application software, creates data storage or performance problems, Cott reserves the right to order its removal.
- Customer agrees not to connect any existing or future Customer networks with Cott's system network or to install internet access services on Cott supplied PCs without Cott's prior written consent.
- Cott Customer Support requests will be addressed as defined in Cott's Customer Support Processes Exhibit.
- Customer is responsible for consumable items including though not limited to ribbons, toner cartridges, receipt paper, labels, computer media, consumable kits, maintenance kits. Aside from binders & paper for record book purposes, consumable items beyond the initial startup supply provided are the responsibility of the Customer.

Auditing Services

Auditing Service -on a regular basis, Customer's staff exports index data and images of recorded Land Records to CD/DVDs. At Cott, auditors compare index data against actual copies of the recorded documents reflected on the CDs/DVDs. Pursuant to the provision of Public Act No. 225, auditors make a comparison of the critical elements of the indexed data that relate to the ability of a user to efficiently and accurately complete his search. Auditors focus on the Date of Filing, Book/Page (and/or File Number), Kind of Instrument, Indexed Names and the correct assignment of parties as Grantors or Grantees. When questionable entries are identified, inquiries are forwarded to Customer's staff. Customer's staff has the opportunity to review the questions and immediately modify any instrument as it is reflected in Customer's system database.

Audit Fee -continue at rate of \$0.58 per instrument.

Audit Invoice -auditing is invoiced separately; auditing fee is in addition to monthly fee(s) stated on following page.

Toby Trax

Toby Trax software automates and simplifies dog licensing responsibilities of public officials entrusted to collect fees and issue dog licenses and tags for each dog.

Key features of the Toby Trax software include:

Adherence to computing standards

Hardware independent

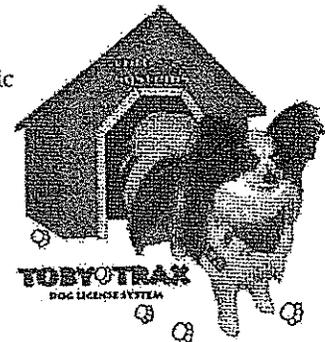
Selective reporting by Owner Name, Street, or Tag Number

Fee Reports generated for tracking revenues and categorizing

Easily located Delinquent Dog Renewals for assessment of penalty charges

Laser printed renewal postcards, eliminating need for expensive, cumbersome labels

Toby Trax Fee -continue at rate of \$ 175 per year.





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Toby Trax Invoice -The use of Toby Trax software is invoiced separately; Toby Trax fee is in addition to monthly fee(s) stated.

Fees:

| | |
|---------------------------------|----------|
| Current Monthly RecordCare Fee | \$ 1,382 |
| New Monthly RecordCare Fee | \$ 1,382 |
| Current Monthly Web Hosting Fee | \$186 |
| New Monthly Web Hosting Fee | \$186 |

Payments:

| | |
|---|----------|
| Invoice Monthly (36 Months), beginning July 1, 2008 | \$ 1,568 |
| Invoices due within thirty (30) days of issue | |



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Functional Overview for RECORDCARE Software

RECORDCARE Services provides software with up to four primary modules for fees, records indexing, document imaging and a web based search interface. These modules are designed to provide a data/image flow that will follow a recorded instrument from acceptance to document archiving.

1. Cashiering/Fee Collection, and Partial Indexing.

The cashiering stations will utilize PCs with connected receipt printers and label printers. Cashiering may take place at the "front counter" position.

Our cashiering/fee collection software module provides four main functions: 1) it serves as an electronic cash register for front counter fee collection and receipt, 2) creates a document label, 3) initiates the capture of indexing information for up-to-the-minute searching capabilities, and 4) it satisfies all reporting functions for preliminary and end-of-day reports.

Electronic Cash Register Function. It is very important that the public is serviced quickly and efficiently at the front counter when recording an instrument. By employing user-maintainable tables for such information as customer type, chart of accounts, bank accounts, recipients, transaction types, and fee schedules, a large amount of data can be captured with very few keystrokes

The bank account, recipient, and transaction tables will instruct the system to perform specific functions simply by entering a transaction number. For example, if Transaction (1) is a deed, the system would:

- Display a narrative of the transaction for operator verification.
- Determine whether the transaction fees are based on pages filed, involve a flat fee, use consideration of property in the fee calculation, or require a combination of methods.
- Allow for a quantity multiplier.
- Calculate the total fee including calculation of any transfer taxes.
- Distribute the fee breakdown to the proper accounts and recipients.
- Display all participating accounts and the amount for operator review and/or manual override.
- Determine whether the transaction should be assigned an instrument number (provided proper payment is received).
- Automatically assign the transaction date. (More than one transaction date can be active in the system at the same time)
- Automatically or manually assign the recorded time.

If multiple transactions are processed under a single receipt, the system allows the operator to enter the additional transaction types. The screen will display a running total for the receipt and the amount of the transaction currently being processed.



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Once all transactions are entered, the payment screen is activated. A transaction is not complete until payment is made. At this time automatic functions occur such as assigning the receipt number and instrument number and/or book/page, determining counts for statistics, etc. The payment screen provides the following features:

- Displays total number of transactions covered by the receipt.
- Displays total transaction amount.
- Displays the subtotals for recording feed and transfer taxes.
- Allows payment by charge (if permitted by the customer table), check, cash, or any combination.
- Provides voluntary data entry of unlimited check numbers and amounts.
- Calculates payment received and verifies it against amount due.
- Instructs the operator if additional payment is required and prevents completion until full payment is made.
- Calculates overpayment amounts.
- Allows the operator to browse any of the transactions for data accuracy in the event they are disputed by the customer. By returning to the payment screen, changes can be made to any transaction and new totals are then calculated.
- Allows the operator to suspend the total process if the customer cannot make full payment. The process can be easily recapped from Suspense once the customer makes full payment.
- Prints a receipt to complete the transaction.
- Prints a document label with all assigned numbers
- Up-to-the-minute Searching Capability. The function of recording fee information initiates the process of building the data necessary to provide an unverified name search of the first grantor and first grantee. This allows up-to-the-minute search capability to the public.

Based on instructions from the transaction table, the system will show the document recording (indexing) screen for only those transactions that require party names to be entered. The operator may choose to index only the first grantor and grantee name or, if time permits, fully index the document listing all party names, legal description, etc. There are common data elements in both the cashing and indexing modules including - but not limited to - date recorded, time, type of document, instrument number, parcel number, legal description, etc. Therefore, this information only needs to be entered once as these modules are fully integrated.

As soon as the transaction is completed by accepting proper payment, the index names are available for search denoted with an "Not Complete" status. The denotation will be dropped later when full indexing and proofing occur.

Reporting Functions. A full range of reports is available by report type, date range, and terminal ID number. Many reports are available in summary format and in detailed format. These reports will help provide cash balancing, deposit, and many other day-to-day functions. Complete audit trails are maintained for any transaction that has been voided.

2. Records Indexing and Proofing. Working from the original documents, the operator will enter indexing information such as recorded date, instrument ID, book and page, legal description and Grantor/Grantee names.



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Producing an accurate index is the primary goal for the indexing software. If errors are made in the index, the images will be difficult to retrieve. All documents are processed through a structured workflow. Each document must be cycled through the load, prooflist, correction, and "merge" processes before it is reported as "verified" in the index database.

Speed of entry is also important and is achieved with special copy features and name tables. Individual and firm tables are utilized for entry speed and, more importantly, for consistency of data entry. Unlimited grantor and grantee names can be added to the index as well as the description of property or other reference information.

3. Scanning, Storing, Retrieval, and Printing. Equipment will be installed for the functions of scanning, storing, retrieving, and printing of documents. The scanning subsystem will include one duplex scanner. This scanner has an automatic document feeder for scanning batch mode or one page at a time. The scanning station personnel will perform a preliminary visual quality check of the images. Quality control software will allow the operator to add, delete, rotate, reshuffle images as needed. After acceptance of image quality, the image is then stored to the magnetic drive.

4. Retrieval of data and images. The search interface is 100% web browser based. It provides the capability of using multiple search criteria to narrow the search (i.e., date, instrument type, kind code, party code, and partial name stem) without noticeably impacting the performance of the system. The system subscribes to an "index-to-the-index" philosophy. This provides the users with an online directory that tallies each unique occurrence of the stem selection criteria. By reducing the number of keystrokes and number of screens to be scrolled in conducting a search, we are able to provide increased efficiency to users.

5. Printing the Record Books and Alphabetical Indexes. The software provides the user the ability to print the Day Book and alphabetical grantor and grantee indexes. In addition, the images can be printed by a beginning and ending book/page range on pre-punched paper for insertion into a recorder binder.

6. Exporting Data or Images. The system provides the ability to export images to CD for the creation of microfilm, as well as the ability to export index data by date range and index type. Images and/or index data is exported in an industry standard format.



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Customer Support Processes Exhibit

Part 1: Contacting Cott Customer Support

There are three primary methods for contacting Cott Customer Support:

- **Toll free hotline: 800-588-COTT**
 - Cott personnel are available Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.
 - Voicemail: During business hours or after business hours, Cott customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail will be checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - For less urgent issues, a Customer Support representative will check all email sent to this address within one hour of receipt during business hours.
- **Facsimile: 866-540-1072**
 - For less urgent issues, a Customer Support representative will check all faxes sent to this number within one hour of receipt during business hours.

Part 2: Support Processes

Cott's Customer Support Call Coordinator will be handling the majority of all incoming requests. The Coordinator is responsible for monitoring all incoming contact via the toll-free hotline, email and facsimile to Customer Support. Tier 1 and Tier 2 Technicians will share this responsibility in the event the Coordinator is unavailable.

The Coordinator's role is not to solve incoming Customer requests. The Coordinator will gather requests coming into Customer Support, then distribute to the proper resource group (Tier 1, Tier 2, or Tier 3) using group queues. This ensures minimal hold times and allows Customer Support to more effectively and efficiently resolve issues.

Tiered Support: There are three distinct tiers within Customer Support. This tiered structure ensures proper levels of knowledge and focus for issues reported.

- **Tier 1 (Generalists):** Comprised of technicians who are generally knowledgeable about all facets of requests coming into support, Tier 1 strives to resolve the issue within one phone call and with minimal time. Typically, Tier 1 resolves 55%-65% of all incoming requests.
- **Tier 2 (Specialists):** Comprised of technicians who focus on complex issues, Tier 2 typically resolves 90%-95% of assigned issues.
- **Tier 3 (Experts):** Comprised of systems engineers and software developers who are subject matter experts, Tier 3 has a group focused on hardware and systems issues, and a group focused on software issues.



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Part 3: Service Level Agreement

Cott is committed to a Service Level Agreement ("SLA") for issues reported to Customer Support. The SLA establishes response times and resolve times, based on priority level.

All *estimates* are based on normal business hours and business days.

| Level | Definition | Estimated Response Time & Resolve Time* |
|--------------------------|---|---|
| Priority 1 (High) | Problem/Request that is significantly impacting office workflow to the point of zero productivity; <u>there is no workaround.</u> Issue involving data integrity. | Immediate Response 0-6 hrs. Resolve |
| Priority 2 (Medium-High) | Problem/Request is impacting office workflow; however, <u>there is a workaround.</u> | 0-4 hrs. Response 0-3 Days Resolve |
| Priority 3 (Medium) | Problem/Request has minimal impact on office workflow; more of an isolated problem. | 0-1 Day Response 0-5 Days Resolve |
| Priority 4 (Medium-Low) | General inquiries not impacting office workflow | 0-5 Days Response 0-30 Days Resolve |

Response Time: Cott's Coordinator will confirm the assignment of an incoming requests with the Customer within this time frame
Resolve Time: Cott Support personnel strive to resolve the issue within this amount of time

**Response and Resolve times are estimated—times may vary depending on individual circumstances, such as: complexity, connectivity, 3rd party support, resource availability.*

Customers may contact Cott's Customer Support Manager at any time to discuss matters of concern.

Customer Support Manager
 Jodie Passwaters
 Office: 800-234-COTT, Ext.257
 Email: jpasswaters@cottsystems.com

Additionally, Cott customers may contact the Vice President of Technology & Services or Cott's President if further escalation is needed.

Vice President, Technology & Services
 Bob Mains
 Office: 800-234-COTT, Ext.251
 Email: bmains@cottsystems.com

President
 Gary Ross
 Office: 800-234-COTT, Ext.289
 Email: gjross@cottsystems.com