

Hardware and Network Software Addendum

This **Hardware and Network Software Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Add On Services Schedule** ("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. Hardware, Network Software.** In consideration of the payments and for the specified period of time, Cott will provide the hardware ("Hardware") and network software ("Network Software") as described in the Schedule. The Schedule will specify whether the Hardware will be sold or leased to Customer and the terms of such purchase or lease. The Network Software will be provided to Customer under a license between Customer and the third party licensor of the Software.
- 2. Installation.** Cott will install the Hardware and Network Software as specified in the Schedule. Installation days are measured by the number of Cott personnel utilized, multiplied by the number of days installation is provided. For example, 6 days of installation is equal to 3 Cott training personnel utilized for 2 days. A day of installation shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional installation requested by Customer, and for installation beyond the scope specified in the Schedule. Cott will notify Customer of any additional charges.
- 3. Inspection and Acceptance.** The Hardware and Network Software in operating condition will be made available by Cott for review by Customer; this date will be the "Go-Live Date." Unless Cott receives detailed written notice from Customer of any deficiencies in the Hardware and Network Software within two (2) business days of the Go-Live Date, Customer will be deemed to have inspected, approved and accepted all aspects of the Hardware and Network Software. If Cott receives such written notice, Cott and Customer will work together to correct the deficiencies in a timely manner. Irrespective of whether deficiencies are noted, if the Hardware and Network Software is in use by Customer, all fees and payments shall be due and paid in a timely manner.
- 4. Maintenance.** Cott will provide ongoing maintenance on the Hardware (collectively, "Maintenance") as described in the Schedule and customer support services as described in the "Customer Support Processes Exhibit." Maintenance will be limited to only those select Hardware components specified in the Schedule where Cott enters into a maintenance agreement with a third party vendor for purposes of upgrading the standard manufacturer's warranty. Maintenance begins as of the Go-Live Date and will last for the Initial Support Term specified in the Schedule. However, Maintenance will cease to be available if the third party vendor rendering the service ceases providing such Maintenance.
- 5. Maintenance Fees.** Maintenance fees will remain fixed until the first anniversary of the Go-Live Date, except that Cott may (a) pass along to Customer an increase in third party maintenance if announced by the vendor, and (b) on each anniversary of the Go-Live Date, Cott may increase the Maintenance fees with a maximum additional increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, the initial month's fees will be prorated and will be invoiced on the Go-Live Date, unless Customer is then receiving other maintenance services from Cott (in which case the fees will begin on the first day of the next month). Maintenance fees for the last month of the term will be invoiced upon the Go-Live Date (the "Maintenance Fee Deposit") and will be credited to Customer's last invoice of the term.
- 6. Renewal.** After the expiration of the Initial Support Term, Maintenance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, Customer has not issued a timely notice not to renew the Maintenance, and the fee increase exceeds five percent (5%) of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Maintenance. The cancellation will be effective on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice.
- 7. Termination; Material Breach.** This Addendum, and the delivery and/or use of Hardware and Network Software and/or Maintenance 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 is provided specifying the breach: (a) Customer's failure to reasonably perform its obligations hereunder; (b) Cott's failure to reasonably perform its obligations hereunder; or (c) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the delivery and/or use of Hardware and Network Software and/or Maintenance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

8. **Early Termination.** Customer may terminate Maintenance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Maintenance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Maintenance 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 Maintenance Fee Deposit to Customer's account prior to issuing a final invoice. Customer will be responsible for the monthly Maintenance fees up to the date of termination. If any fees remain payable under this Addendum, all such fees shall be paid in full at time of Maintenance termination. In the event the Schedule specifies a limited term for Hardware and Network Software use, such Hardware and Network Software shall be promptly removed by Cott from Customer's site.
9. **Warranty/Disclaimer of Warranty.** The Hardware and Network Software is provided "AS IS" without any warranty by Cott. Only those warranties made by the manufacturer of the Hardware, the licensor of the Network Software or in connection with maintenance agreements with third party vendors, if any, apply and Customer acknowledges that Cott is not responsible for or under any such warranties. **Nothing in this Addendum shall be construed to render Cott liable or responsible for repairing any defects, malfunctions, or other problems associated with the Hardware or Network Software.**
10. **Disclaimer of Warranty.** NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE OR NETWORK SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE 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.
11. **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.
12. **Offer Limited to Terms.** Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.

The terms of this Addendum govern the provision of products and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.



Cott and Customer have executed this Addendum and Schedule to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this Addendum and Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum and Schedule 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.

This Addendum and Schedule in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Addendum and Schedule, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Master Agreement for Products and Services

5/15/2008

(Date Signed)

Canton CT

(City, State, County)

COTT SYSTEMS, INC.

CUSTOMER

Add Ons

Deborah A. Ball 11/18/2014

(Signature)

(Date)

Deborah A. Ball

(Print Name)

Chief Executive Officer

(Title)

Jane E. Miller

(Signature)

Robert H. Skinner 1/7/15

(Signature)

(Date)

Robert H. Skinner

(Print Name)

Chief Administration Officer

(Title)

J. Smith

(Signature)

PLEASE NOTE:

The pricing in this offer is valid through 5/18/15. After this date, this offer will be priced at the then current rate and will be subject to current costs equal to +/- 10%



Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

Add On Services Schedule
 For Linda Smith, Town Clerk, Canton, CT
 Prepared on **November 18, 2014**

Cott providing the following:

 Records Management System
User License: Add 1 user license for Fees
<p> Fee Software Deployment \$0 Quick Fees Software Deployment \$0 eRecording \$0 </p> <p>Above options provide for the new deployment of software for Customer's new use; above options does not included software training efforts.</p> <p> Training – Purchase \$1,350 -9 hours of remote online training for Fees & eRecording </p> <p> (1) Dell PC, Intel Core i5 2.2Ghz+ 4GB Memory Windows 7 –Hardware Purchase \$1,445 –for fee entry at front counter –hardware is covered by 3 year manufacturers’ warranty. </p> <p> (1) Dell 24 Inch Ultra Sharp Monitor -Hardware Purchase \$650 –to replace existing monitor on existing index/scan station for new eRecording use with split screen. –hardware is covered by manufacturers’ warranty. </p> <p> (1) GX43-102510-000 Zebra GX430 Label Printer, 300 DPI –Hardware Purchase \$985 –hardware is covered by manufacturers’ warranty. </p> <p> (1) TM-H6000IV-8771 Epson Thermal Slip/Receipt Printer –Hardware Purchase \$1,005 –hardware is covered by manufacturers’ warranty. </p> <p> (1) JB320BL1816, APG® Cash Drawer, 18x16 24volt –Hardware Purchase \$450 –direct connect to receipt printer only, instead of USB connection –hardware is covered by manufacturers’ warranty. </p> <p>Hardware includes startup supplies and remote installation assistance.</p>

Assumptions and Requirements

- In the event of hardware failure or malfunction, the customer must be willing to perform computer related tasks and to move hardware to assist in troubleshooting.
- 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.
- Hardware malfunctions due to natural events such as a lightning 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.

Purchase Fees | Schedule of Payments

Invoice upon receipt of signed contract	\$5,885
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TERM: current contract term effective through 6/30/2016.

Invoices are due within thirty (30) days of issue.

Customer plans to use grant money.

Customer to provide the following:

Site Preparation

ELECTRONIC RECORDING AGREEMENT

THIS AGREEMENT dated this 26th day of February 2015, is by and between the **Town of Canton**, Connecticut, acting herein by Robert H. Skinner, Chief Administrative Officer, and hereinafter referred to as "Town," and **Corporation Service Company (CSC)**, a company organized and operating under the laws of the State of DELAWARE, acting herein by _____, its _____, hereinafter referred to as "Delivery Agent."

WHEREAS, the State of Connecticut has provided for the recording of electronic recording on the land records maintained by the Town pursuant to the Uniform Real Property Electronic Recording Act and the Regulations of Connecticut State Agencies; and

WHEREAS, the Town and the Delivery Agent want to provide for electronic recording of documents on the land records maintained in the Town's Town Clerk office; and

WHEREAS, the Town and Delivery Agent want to set forth in writing the terms and conditions of the electronic recording procedures to be followed by the Delivery Agent and accepted by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Delivery Agent agree as follows:

Section 1: Business Operating Procedures.

The Town will accept documents from the Delivery Agent for electronic recording in accordance with the business operating procedures set forth in Exhibit A, attached hereto and made a part hereof. Delivery Agent agrees to review and adhere to the business operating procedures as a condition precedent to the implementation of this Agreement.

Section 2: Governing Statutes and Regulations.

The Delivery Agent agrees to conform to the applicable provisions of the Connecticut Uniform Real Property Electronic Recording Act, Chapter 92a of the Connecticut General Statutes, and sections 7-35ee-1 to 70-35ee-10, inclusive, of the Regulations of Connecticut State Agencies as amended and revised from time to time, which are incorporated by reference and made a part of this Agreement.

Section 3: Delivery Agent and Submitters.

The Delivery Agent shall be responsible to review the qualifications of each potential submitter and to approve the potential submitter prior to granting access to the electronic document delivery system. Delivery Agent shall enter into an agreement with each approved submitter in which the submitter agrees to submit documents for recording in accordance with the applicable statutes and regulations of the State of Connecticut and to maintain the security of the systems within the submitter's offices. The Delivery Agent agrees to provide the

Town with a copy of its agreement with any submitter upon request of the Town.

Section 4: Disclaimers, Hold Harmless and No Warranties.

Electronic documents submitted to the Town by the Delivery Agent shall be recorded by the Town pursuant to its Business Operating Procedures as set forth in Exhibit A, referenced in paragraph 1 herein. The Town is not responsible or liable for the impact upon marketable title of the effect of the recording of any other documents by the Town prior in time to the documents submitted electronically by the Delivery Agent. Absent gross negligence or willful misconduct, Delivery Agent agrees to hold harmless the Town and its employees from any liability in connection with the electronic filing and recording of documents under this Agreement. Delivery Agent understands that there are no warranties, express or implied, in connection with the electronic filing and recordation of documents submitted to the Town by the Delivery Agent.

Section 5: Cost to the Town and Payment of Recording Fees.

There is no cost to the Town for this service as the Delivery Agent is paid by the submitters. In the event this policy changes, the Town may exercise the Termination Clause as outlined in Section 6.

Recording fees are determined by the State and shall be paid electronically via ACH on a daily basis. Recording fees will be deposited into the Town account after normal business hours on the day of the recording.

Section 6: Termination.

Either party may terminate this Agreement at any time, with or without cause, by providing 30 days' prior written notice of termination to the other party. Upon such termination, the parties shall be responsible for compliance with this Agreement only to the extent of the electronic recording services provided prior to the effective date of termination. If mailed, such notice shall be deemed received when deposited in the United States mail, first class postage prepaid. If transmitted by teletype, electronic message, facsimile or other wire or wireless communication, such notice shall be deemed received when the transmission is completed.

Section 7: Disputes.

The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through negotiation before resorting to litigation. Jurisdiction and venue for any civil action commenced by either party with respect to this Agreement shall be in the court of general jurisdiction of the county where the Town is located.

Section 8: No Third Party Beneficiaries. No Assignment.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of

this Agreement. There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person. Delivery Agent agrees not to assign any right or interest in this Agreement to any other party.

Section 9: Bond and/or Liability Insurance Certificate

Delivery Agent shall, upon the Town's request, provide a copy of certificate of insurance and/or bond.

Section 10: Modifications and Amendments.

The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve. Consequently, the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Agreement. The Town reserves the right to amend the provisions of this Agreement without prior notice or Delivery Agent's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that the Town shall use its good-faith efforts to provide notice of such change, or any proposed change, to the Delivery Agent at the earliest time reasonably possible under the then circumstances. Any modifications to this Agreement shall be in writing and signed by the parties.

Section 11; Applicable Law.

This Agreement shall be governed by the laws of the State of Connecticut.

Section 12: Severability.

If any provision, or part thereof, of this Agreement is found to be invalid, then it shall be stricken from the Agreement and have no effect. The remaining provisions of the Agreement shall continue in full force and effect.

This Agreement is effective the date first written above.

DELIVERY AGENT : CORPORATION SERVICE COMPANY (CSC)

By: Sean M. Molytano
VICE PRESIDENT

TOWN OF CANTON, CT

By: Robert H. Skinner
Robert H. Skinner, Chief Administrative Officer

EXHIBIT A

Procedures for Electronic Recording [eRecording]

Town of Canton

Canton, Connecticut

The following provisions shall constitute the business operating procedures of the Town with regard to electronic filing and recording of documents in the Town:

1. Accepted electronic recording models: Delivery Agents shall conform to the following electronic recording models:
 - a. Model 1, which utilizes scanned ink-signed documents, transmitted without Extensible Markup Language (XML) indexing data;
 - b. Model 2, which utilizes scanned ink-signed documents or documents that have been created electronically and contain an electronic signature, transmitted with XML indexing data; or
 - c. Model 3, which utilizes documents that have been created electronically and contain an electronic signature, transmitted with embedded XML indexing data.
2. Document types to be accepted by the Town. The Town will accept any document electronically that it receives and records in a paper format, consistent with Connecticut General Statutes, with the exception of maps, deeds conveying title to real property and any maps or documents associated with such deeds of conveyance.
3. Technical Specifications for:
 - a. Data formats:

Electronic recording shall meet technical standards for electronic document formatting and data fields as prescribed by the Property Records Industry Association (PRIA) in the PRIA eRecording XML Standard Version 2.4, as amended from time to time, which includes PRIA Request Version 2.4.2 (August 2007), as amended from time to time; PRIA Response Version 2.4.2 (August 2007), as amended from time to time; Document Version 2.4.1 (October 2007), as amended from time to time; and Notary Version 2.4.1 (October 2007), as amended from time to time.
 - b. Electronic document formats:

Electronic documents shall be transmitted and stored as either TIFF or PDF files, in accordance with the TIFF 6.0 specification, published by the International Organization for Standardization as *ISO 12639:2004, Graphic technology – Prepress digital data exchange – Tag image file format for image technology (TIFF/IT)*, as amended from time to time, or the PDF 1.7 specification, published by the International Organization for Standardization as *ISO 32000-1:2008, Document*

management – Portable document format – Part 1: PDF 1.7, as amended from time to time.

- c. **Electronic transmissions:** Communications protocol will be TCP/IP, HTTP and HTTPS

4. Security:

- a. The Town, the Delivery Agent and the land records management system vendor shall implement and maintain procedures to ensure the security of the electronic document delivery system and the land records management system, including the authenticity and integrity of the electronic documents and of the public record maintained by the Town.
- b. The Town shall provide a secure method for accepting electronic documents through the electronic document delivery system and for recording and maintaining documents in the land records management system. Security standards implemented by the Town shall accommodate electronic signatures and electronic notarizations of electronic documents in a manner that complies with chapter 92a of the Connecticut General Statutes.
- c. The Delivery Agent shall implement and maintain security procedures for all electronic transmissions to the Town through the electronic document delivery system and shall be responsible for maintaining the security of the electronic document delivery system within the office of such Delivery Agent.
- d. Electronic document delivery systems and land records management systems shall protect against system and security failures and, in addition, shall provide backup, disaster recovery, and audit trail mechanisms. The Delivery Agent or land records management system vendor shall provide audit trail information to the Town upon request.
- e. Electronic document delivery systems and land records management systems shall not permit any unauthorized party to modify, manipulate, insert or delete information, without detection, in electronic documents or in the public record maintained by the Town.
- f. If a breach in security is detected by the Town, Delivery Agent or land records management system vendor, such Town, agent or vendor shall notify the other two parties immediately. The Town, agent and vendor shall work cooperatively to take remedial action and to resolve any issues related to a breach.

5. Indexing fields required for each document code:

- a. Name of Document (i.e., Mortgage, Assignment, etc.)
- b. Grantor
- c. Grantee
- d. Number of pages

6. Electronic signature and electronic notarization requirements:

- a. Documents containing electronic signatures or electronic notarizations shall conform to all applicable standards established by the Secretary of the State and to all applicable sections of the Connecticut General Statutes, including, but not limited to,

chapter 15 of the Connecticut General Statutes and sections 3-94a to 3-95, inclusive, of the Connecticut General Statutes.

- b. The Town shall only be required to accept electronic documents containing electronic signatures or electronic notarizations that the clerk has the technology to support.
- c. The Town shall not be responsible for authenticating electronic signatures or electronic notarizations.

7. Payment options for recording fees and applicable taxes:

The Town shall accept payment for recording fees electronically from the Delivery Agent by means of an approved ACH processing account as determined by and established by the Town's land records management system vendor.

8. Hours during which electronic submissions will be accepted and processing schedules that affect order of acceptance:

- a. Electronic submissions will be accepted during the hours of 9:00am – 3:00pm, Monday, Tuesday, and Thursday only. Recordings will be processed and recorded not later than the next business day following receipt.
- b. Deeds will be processed in the following order:
 - Deeds submitted in person will have priority and be processed first
 - All other deeds (i.e., electronic recordings, UPS, FEDEX, U.S. Postal Service, etc.) will be processed for acceptance, rejection or recording in the order in which they are received by the Town.

9. Electronic document acceptance and rejection requirements and procedures:

- a. The Town shall provide notice of confirmation or rejection of recording through the electronic document delivery system.
 - 1. A notice of confirmation shall include recording information for the electronic document accepted for recording and shall identify the electronic document accepted for recording.
 - 2. A notice of rejection shall include a brief explanation of the reason or reasons for rejection and shall identify the electronic document rejected for recording.
 - 3. If the Town complies with the notice requirements, the failure of a submitter to receive actual notice of confirmation or rejection of a recording shall not affect the validity of the confirmation or rejection.
- b. The Town may contact a Submitter regarding an electronic document submitted for recording prior to sending a notice of confirmation or rejection. The Delivery Agent shall ensure that the Submitter includes telephone or e-mail contact information with each such submission.
- c. The Town shall receive electronic documents and enter the time of receipt in accordance with sections 7-24 and 7-25 of the Connecticut General Statutes.

ELECTRONIC RECORDING AGREEMENT

THIS AGREEMENT dated this 2/19/2015 day of February 2015, is by and between the **Town of Canton, Connecticut**, acting herein by Robert H. Skinner, Chief Administrative Officer, and hereinafter referred to as "Town," and **ERecording Partners Network (ePN)**, a company organized and operating under the laws of the State of Minnesota, acting herein by Pamela Trombo, its eRecording Manager, hereinafter referred to as "Delivery Agent."

WHEREAS, the State of Connecticut has provided for the recording of electronic recording on the land records maintained by the Town pursuant to the Uniform Real Property Electronic Recording Act and the Regulations of Connecticut State Agencies; and

WHEREAS, the Town and the Delivery Agent want to provide for electronic recording of documents on the land records maintained in the Town's Town Clerk office; and

WHEREAS, the Town and Delivery Agent want to set forth in writing the terms and conditions of the electronic recording procedures to be followed by the Delivery Agent and accepted by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Delivery Agent agree as follows:

Section 1: Business Operating Procedures.

The Town will accept documents from the Delivery Agent for electronic recording in accordance with the business operating procedures set forth in Exhibit A, attached hereto and made a part hereof. Delivery Agent agrees to review and adhere to the business operating procedures as a condition precedent to the implementation of this Agreement.

Section 2: Governing Statutes and Regulations.

The Delivery Agent agrees to conform to the applicable provisions of the Connecticut Uniform Real Property Electronic Recording Act, Chapter 92a of the Connecticut General Statutes, and sections 7-35ee-1 to 70-35ee-10, inclusive, of the Regulations of Connecticut State Agencies as amended and revised from time to time, which are incorporated by reference and made a part of this Agreement.

Section 3: Delivery Agent and Submitters.

The Delivery Agent shall be responsible to review the qualifications of each potential submitter and to approve the potential submitter prior to granting access to the electronic document delivery system. Delivery Agent shall enter into an agreement with each approved submitter in which the submitter agrees to submit documents for recording in accordance with the applicable statutes and regulations of the State of Connecticut and to maintain the security of the ^{PIS} eRecord systems within the submitter's offices. The Delivery Agent agrees to

provide the Town with a copy of its agreement with any submitter upon request of the Town. Copy may have banking and fee information removed. RJS

Section 4: Disclaimers, Hold Harmless and No Warranties.

Electronic documents submitted to the Town by the Delivery Agent shall be recorded by the Town pursuant to its Business Operating Procedures as set forth in Exhibit A, referenced in paragraph 1 herein. The Town is not responsible or liable for the impact upon marketable title of the effect of the recording of any other documents by the Town prior in time to the documents submitted electronically by the Delivery Agent. Absent gross negligence or willful misconduct, Delivery Agent agrees to hold harmless the Town and its employees from any liability in connection with the electronic filing and recording of documents under this Agreement. Delivery Agent understands that there are no warranties, express or implied, in connection with the electronic filing and recordation of documents submitted to the Town by the Delivery Agent.

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this Agreement. There are no third party beneficiaries of this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person. Delivery Agent agrees not to assign any right or interest in this Agreement to any other party.

Section 9: Bond and/or Liability Insurance Certificate

Delivery Agent shall, upon the Town's request, provide a copy of certificate of insurance and/or bond.

Section 10: Modifications and Amendments.

The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve. Consequently, the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Agreement. The Town reserves the right to amend the provisions of this Agreement without prior notice or Delivery Agent's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that the Town shall use its good-faith efforts to provide notice of such change, or any proposed change, to the Delivery Agent at the earliest time reasonably possible under the then circumstances. Any modifications to this Agreement shall be in writing and signed by the parties.

Section 11: Applicable Law.

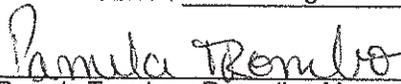
This Agreement shall be governed by the laws of the State of Connecticut.

Section 12: Severability.

If any provision, or part thereof, of this Agreement is found to be invalid, then it shall be stricken from the Agreement and have no effect. The remaining provisions of the Agreement shall continue in full force and effect.

This Agreement is effective the date first written above.

DELIVERY AGENT : eRecording Partners Network, LLC

By: 
Pamela Trombo, eRecording Manager

TOWN OF CANTON, CT

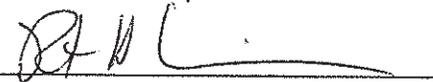
By: 
Robert H. Skinner, Chief Administrative Officer

EXHIBIT A

Procedures for Electronic Recording [eRecording]

Town of Canton

Canton, Connecticut

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 - c. **Model 3**, which utilizes documents that have been created electronically and contain an electronic signature, transmitted with embedded XML indexing data.
2. **Document types to be accepted by the Town.** The Town will accept any document electronically that it receives and records in a paper format, consistent with Connecticut General Statutes, with the exception of maps, deeds conveying title to real property and any maps or documents associated with such deeds of conveyance.
3. **Technical Specifications for:**
 - a. **Data formats:**

Electronic recording shall meet technical standards for electronic document formatting and data fields as prescribed by the Property Records Industry Association (PRIA) in the PRIA eRecording XML Standard Version 2.4, as amended from time to time, which includes PRIA Request Version 2.4.2 (August 2007), as amended from time to time; PRIA Response Version 2.4.2 (August 2007), as amended from time to time; Document Version 2.4.1 (October 2007), as amended from time to time; and Notary Version 2.4.1 (October 2007), as amended from time to time.
 - b. **Electronic document formats:**

Electronic documents shall be transmitted and stored as either TIFF or PDF files, in accordance with the TIFF 6.0 specification, published by the International Organization for Standardization as *ISO 12639:2004, Graphic technology – Prepress digital data exchange – Tag image file format for image technology (TIFF/IT)*, as amended from time to time, or the PDF 1.7 specification, published by the International Organization for Standardization as *ISO 32000-1:2008, Document*

management – Portable document format – Part 1: PDF 1.7, as amended from time to time.

- c. **Electronic transmissions:** Communications protocol will be TCP/IP, HTTP and HTTPS

4. Security:

- a. The Town, the Delivery Agent and the land records management system vendor shall implement and maintain procedures to ensure the security of the electronic document delivery system and the land records management system, including the authenticity and integrity of the electronic documents and of the public record maintained by the Town.
- b. The Town shall provide a secure method for accepting electronic documents through the electronic document delivery system and for recording and maintaining documents in the land records management system. Security standards implemented by the Town shall accommodate electronic signatures and electronic notarizations of electronic documents in a manner that complies with chapter 92a of the Connecticut General Statutes.
- c. The Delivery Agent shall implement and maintain security procedures for all electronic transmissions to the Town through the electronic document delivery system and shall be responsible for maintaining the security of the electronic document delivery system within the office of such Delivery Agent.
- d. Electronic document delivery systems and land records management systems shall protect against system and security failures and, in addition, shall provide backup, disaster recovery, and audit trail mechanisms. The Delivery Agent or land records management system vendor shall provide audit trail information to the Town upon request.
- e. Electronic document delivery systems and land records management systems shall not permit any unauthorized party to modify, manipulate, insert or delete information, without detection, in electronic documents or in the public record maintained by the Town.
- f. If a breach in security is detected by the Town, Delivery Agent or land records management system vendor, such Town, agent or vendor shall notify the other two parties immediately. The Town, agent and vendor shall work cooperatively to take remedial action and to resolve any issues related to a breach.

5. Indexing fields required for each document code:

- a. Name of Document (i.e., Mortgage, Assignment, etc.)
- b. Grantor
- c. Grantee
- d. Number of pages

6. Electronic signature and electronic notarization requirements:

- a. Documents containing electronic signatures or electronic notarizations shall conform to all applicable standards established by the Secretary of the State and to all applicable sections of the Connecticut General Statutes, including, but not limited to,

chapter 15 of the Connecticut General Statutes and sections 3-94a to 3-95, inclusive, of the Connecticut General Statutes.

- b. The Town shall only be required to accept electronic documents containing electronic signatures or electronic notarizations that the clerk has the technology to support.
- c. The Town shall not be responsible for authenticating electronic signatures or electronic notarizations.

7. **Payment options for recording fees and applicable taxes:**

The Town shall accept payment for recording fees electronically from the Delivery Agent by means of an approved ACH processing account as determined by and established by the Town's land records management system vendor.

8. **Hours during which electronic submissions will be accepted and processing schedules that affect order of acceptance:**

- a. Electronic submissions will be accepted during the hours of 9:00am – 3:00pm, Monday, Tuesday, and Thursday only. Recordings will be processed and recorded not later than the next business day following receipt.
- b. Deeds will be processed in the following order:
 - Deeds submitted in person will have priority and be processed first
 - All other deeds (i.e., electronic recordings, UPS, FEDEX, U.S. Postal Service, etc.) will be processed for acceptance, rejection or recording in the order in which they are received by the Town.

9. **Electronic document acceptance and rejection requirements and procedures:**

- a. The Town shall provide notice of confirmation or rejection of recording through the electronic document delivery system.
 1. A notice of confirmation shall include recording information for the electronic document accepted for recording and shall identify the electronic document accepted for recording.
 2. A notice of rejection shall include a brief explanation of the reason or reasons for rejection and shall identify the electronic document rejected for recording.
 3. If the Town complies with the notice requirements, the failure of a submitter to receive actual notice of confirmation or rejection of a recording shall not affect the validity of the confirmation or rejection.
- b. The Town may contact a Submitter regarding an electronic document submitted for recording prior to sending a notice of confirmation or rejection. The Delivery Agent shall ensure that the Submitter includes telephone or e-mail contact information with each such submission.
- c. The Town shall receive electronic documents and enter the time of receipt in accordance with sections 7-24 and 7-25 of the Connecticut General Statutes.

ERROR: undefined
OFFENDING COMMAND: get

STACK:

/quit
-dictionary-
-mark-