

RECORD **hub**

Contract for

RECORDhub Services

Canton, Connecticut

Linda Smith, Town Clerk

January 18, 2019

RECORDHUB SERVICE ADDENDUM

This **RECORDhub Service Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Canton, Connecticut ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott Systems' **Master Agreement for Products and Services**.

RECORDhub offers online search access to the indexing systems of participating recording jurisdictions where copies of publically recorded index data and images ("Data") are available through subscriptions utilizing a user profile with various access and payment options ("Service"). The Service provides the Customer's external internet search users ("Users") with the ability to connect and subscribe to a software search application which stores the Customer's records on a shared infrastructure through the internet, ("Cloud"). The Cloud based Service provides secure public internet access to Data of the Customer's choosing and is funded by Users. Each recording jurisdiction has their own fee schedule that adheres to their State, and their local statues. Incorporating Data from many jurisdictions allows Users to receive both the convenience and the value of substantial amounts of Data in one location, combined with one centralized accounting for subscription and search activity.

TERMS AND CONDITIONS

1. **Term.** This Addendum will begin when it is signed ("Executed") by Customer and be binding for the full period the Service is active ("Term").
2. **Data Presented.** Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information within the Data. Cott Systems exercises no control over, and specifically rejects any responsibility for the form, content, accuracy, completeness or quality of the Customer's Data passing through, obtained through or resident on the Service. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any Data input errors. Data available consists of records that the Customer has indicated are available for general public viewing via the service. These steps are performed and controlled by the Customer at each individual recording jurisdiction and are not within the control of Cott Systems. Customer will permit Cott Systems to include in the viewable portion of the search site customary terms of use applying to Customer's Users, and any provisions reasonably required by Cott Systems as needed. Cott Systems acknowledges Data or search results from the Service are not an official record.
3. **Users.** Use of the Service will be subject to Terms of Use and other conditions set forth on the site. Customer will address support queries from Users as it relates to Data content or explanation of search. Customer is required to designate a primary support contact in their office with whom Cott Systems Customer Support personnel may interact. Cott will support site access queries from Users specifically with subscriptions and purchasing images as it relates to access, financial transactions associated with the Service and delivery of purchased Data, Cott Systems is NOT responsible for addressing queries from Users about searching data or interpreting any Data. Cott Systems is responsible for establishing, managing and monitoring accounts with such Users and will require all

Users to agree to and abide by terms of use containing terms reasonably acceptable to Cott Systems in connection with the use of Customer's system. Cott Systems and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott Systems cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect internet bandwidth capacity and the Customer's Data. The payment processing account or internet merchant account which enables Users to pay fees or charges incurred in the use of the Service is provided by an independent vendor. Neither the Customer nor Cott Systems is responsible for the conduct of the vendor including the collection, storage or confidentiality of Users' personally identifiable information. Cott Systems does not store personally identifiable information on its servers.

4. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott Systems and Customer agree that Cott Systems is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott Systems will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott Systems the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service and any advertising or associated marketing materials. Customer grants Cott Systems a worldwide right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott Systems.
5. **Disclaimer of Warranty.** RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. 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 SERVICE, 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 SERVICE, 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.
6. **Service Availability.** Excluding certain conditions such as those listed below, Cott Systems will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.

7. **Service Maintenance.** Regular maintenance of the Service by Cott Systems is required. The maintenance time will be communicated to Users and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott Systems also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
8. **Service Updates.** Updates to maintain and optimize the performance of the Customer's land records software will be scheduled by Cott Systems. These updates may also include software enhancements. The Customer will accept and receive all updates in order to continue using the RECORDhub Service.
9. **Security and Data Protection.** Cott Systems implements numerous security and data protection procedures within Cott's Systems data center to protect Customer's Data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's Data on varied technology solutions at different locations. While Cott Systems is diligent in using multiple procedures to prevent unauthorized access to protected Data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
10. **Defect Warranty.** Cott Systems warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott Systems prompt notice. If Cott Systems determines that the Service is not performing as intended, Cott Systems will remedy the deficiency. Cott Systems will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott Systems commences to cure, and diligently proceeds towards the remedy of, the deficiency within such period. 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 Service at all times. The warranty does not apply if malfunctions or errors are caused by defects in User's associated equipment, non-Cott Systems software, networks, or a deficiency in Customer's internet link.
11. **Training.** Cott Systems will make available through the Service online user help instructions and documentation as deemed applicable by Cott Systems in connection with the Service.
12. **Fees.** Any applicable fees for the initial setup will be paid to Cott Systems by Customer. Any banking fees incurred such as a change or return notification will be deducted from the next monthly payment to the Customer. RECORDhub fees will be paid by Users and will be mutually agreed upon by Cott Systems and Customer based on the Exhibit For RECORDhub Subscriptions And Rates. Each RECORDhub fee transaction will include a convenience fee that applies equally to all Users. Cott Systems is responsible for fees associated with maintaining a payment processing account and an internet merchant account.

13. **Revenue.** Revenue is generated by search access subscriptions and search or image print results requested by Users (“Revenue”). Rates for subscriptions and results will be mutually set by Cott Systems and Customer and will comply with any applicable state legislation regarding the amount of revenue a jurisdiction can collect. Convenience fees are a) applied to each RECORDhub fee transaction, b) are not counted as Revenue and c) are set solely by Cott Systems. Revenue generated by the Service during the Term will be paid to the Customer as outlined on the Order Summary page and Cott Systems will strive to pay the Customer by the 15th business day of the month for activity that occurred the previous month. Cott Systems will have the authority to adjust fees to Users from time to time but will do so in consultation with Customer.
14. **DIS Project.** At the Customer’s discretion, the revenue payable to the Customer may be applied towards future Cott Systems Data and Image Service projects (“DIS Projects”). Any such designation will be specified on the Order Summary page and will show on the Customer’s account at Cott Systems as a credit. DIS Projects include reindexing projects using an existing index, historical indexing projects using original records, backfile conversion projects for records and Online Index Book projects, any of which may involve scanning of hardcopy indexes or record books or digitizing of microfilm, microfilm jackets or aperture cards.
15. **Termination.** In the event of any Service termination, no refunds to Users will be made. Customer is entitled to receive payment for Services through date of service termination.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott Systems under the current executed Master Agreement and any Addendum executed by Cott Systems and Customer. Cott Systems and Customer have executed this Addendum to be effective as of the date it is signed by both Cott Systems and the Customer.

Canton, Connecticut

(County, Parish, Town)

COTT SYSTEMS, INC.

Deborah A. Ball 1/18/2019
(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer
(Print Title)

Gabriela Green
(Attest)

CUSTOMER

Robert H. Skinner 1/28/2019
(Signature) (Date)

Robert H. Skinner
(Print Name)

Chief Administrative Officer
(Print Title)

Robert H. Skinner 1-28-19
(Attest)

Customer acknowledgement also required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

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

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

RECORDhub ORDER SUMMARY

1. **Implementation, Setup Fees.** Included. \$0.
2. **Non-Image Print Revenue.**
 - One hundred percent (100%) to Cott.
3. **Image Print Revenue for \$20 Annual Subscription Plan.**
 - One dollar (\$1.00) per page. Disburse to Customer.
4. **Image Print Revenue for other subscription plans.**
 - One dollar and twenty-five cents (\$1.25) per page. Disburse to Customer.
5. **Payment to Customer.** Monthly.
6. **Banking Charges.** Applies to change or return notifications. \$10 each occurrence.
7. **Term.** Contract term to be co-terminus with current Land Records System term.

PLEASE NOTE:

The pricing in this offer is valid through 3/15/2019. After this date, this offer will be priced at the current rate.

X Customer Acknowledgement: _____




Date: _____

1/28/2019

EXHIBIT FOR RECORDhub SUBSCRIPTIONS AND RATES

| Subscription Plan | Subscription Fee | View Image Rate | Print / Download Image Rate | For # of Pages | Per Index Search Rate | Print / Download Search Result Rate |
|---|------------------|-----------------|-----------------------------|----------------|-----------------------|-------------------------------------|
| Town Residents | | | | | | |
| Daily | \$6.50 | \$0 | \$1.00 | | \$0 | \$0 |
| Monthly | <u>\$25.00</u> | \$0 | \$1.00 | each page | \$0 | \$0 |
| 6-Month | <u>\$125.00</u> | \$0 | \$1.00 | | \$0 | \$0 |
| Annual | <u>\$200.00</u> | \$0 | \$1.00 | | \$0 | \$0 |
| <u>Annual</u> | <u>\$20.00</u> | <u>\$0</u> | <u>\$2.00</u> | | <u>\$0</u> | <u>\$0</u> |
| Non-Town Residents | | | | | | |
| Daily | \$7.50 | \$0 | \$1.00 | | \$0 | \$0 |
| Monthly | <u>\$25.00</u> | \$0 | \$1.00 | each page | \$0 | \$0 |
| 6-Month | <u>\$125.00</u> | \$0 | \$1.00 | | \$0 | \$0 |
| Annual | <u>\$200.00</u> | \$0 | \$1.00 | | \$0 | \$0 |
| <u>Annual</u> | <u>\$20.00</u> | <u>\$0</u> | <u>\$2.00</u> | | <u>\$0</u> | <u>\$0</u> |
| Complimentary Subscription – Index Data Only (no images) | | | | | | |
| | \$0 | NA | NA | NA | \$0 | \$0 |
| Free Secure Subscription for Other Government Users | | | | | | |
| Unlimited Government | \$0 | \$0 | \$0 | each page | \$0 | \$0 |

NOTE: Access permissions will be set to match current Portal settings.

X Customer Acknowledgement:  Date: 1-28-2019

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott in-house personnel are available during normal business hours:
 - **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 is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Customer Support Manager**
Tonia Thomas
Office: 800-234-COTT, Ext. 365
Email: tthomas@cottsystems.com

If your issue is still not being resolved to your satisfaction, please inform our President or CEO:

- **President**
Mark Hellbusch
Office: 800-234-COTT, Ext. 251
Email: mhellbusch@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

Definition of Terms:

Respond Time: The time it takes to assign the issue to a Customer Support specialist.

Resolve Time: The time it takes to completely resolve the issue.

Resolve times are estimated for items that can be resolved between the Customer and our support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, etc.).

| LEVEL | DEFINITION | ESTIMATED RESPOND & RESOLVE TIMES | EXAMPLES |
|-----------------------------|--|---------------------------------------|---|
| Priority 1 (High) | Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround. | 0-30 min. Respond 0-6 hrs. Resolve | Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch. |
| Priority 2 | Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity. | 0-2 hrs. Respond 0-3 Days Resolve | Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees. |
| Priority 3 | Problem/Request has minimal impact on office workflow. | 0-1 Day Respond 0-5 Days Resolve | Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer. |
| Priority 4 | General inquiries not impacting office workflow. | 0-5 Days Respond 0-30 Days Resolve | Customer needs assistance when issue reoccurs. Waiting to duplicate error. |
| Priority 5 (Low) | Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time. | To Be Determined | Enhancement requests. Problem is resolved, want to leave it open to monitor. |