



Contract for

Land Records Management Solution

Bristol, Vermont
Jen Myers, Town Clerk



RECORDROOM
WEB-BASED LAND RECORDS

October 12, 2018

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.cottsystems.com

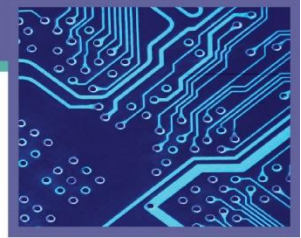


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SECTION 1

Terms and Conditions



MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and Bristol, Vermont ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

1. **Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
2. **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 Master Agreement. The Master Agreement, and any Addendum(s) 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 Master Agreement or Addendum(s). 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.
3. **Conditions.** The Master Agreement, any Addendum(s) 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 Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), 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. Any term or provision of the Master 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. 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 Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), 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.
5. **Confidentiality.** “Confidential Information” means any object code and machine-readable copies of any Cott software, written materials (“Documentation”), information, specifications, trade secrets, viewable pages, screen shots or other images of the “Service” (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the 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 Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott’s prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum 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 within fifteen (15) business days 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 misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer’s use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **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.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by

Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as 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 Master Agreement, 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.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service 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.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written 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 Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** 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 refurnishing 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 Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
14. **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 Master Agreement during the Term of associated Addendum(s)s. No action under the Master 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.

15. **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, solar flares, 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. 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.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.
19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

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

Bristol, Vermont

(County, Parish, Town)

COTT SYSTEMS, INC.

Deborah A. Ball 10/12/2018
(Signature) (Date)

Deborah A. Ball

(Print Name)

Chief Executive Officer

(Print Title)

Jane E. Miller
(Attest)

CUSTOMER

(Signature) (Date)

(Print Name)

(Print Title)

(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

RECORDROOM SERVICE ADDENDUM

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

RecordRoom is a comprehensive records management software solution service ("Service"). The Service provides the Customer with the ability to connect and subscribe to a software application which receives, records, stores, and archives the Customer's records on a shared infrastructure through the internet, ("Cloud"). The Cloud based Service also provides secure public access to data and images of the Customer's choosing

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. **Restriction of Use.** The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer.
3. **Customer Internet Requirement.** Customer is responsible for procuring and maintaining a secured high capacity internet service line in order to ensure proper connection to the Service. Customer acknowledges that the grade of internet connection obtained and the degree of dedication to Cott's Service will affect the overall performance of the Service, therefore, an internet bandwidth, speed, and stability check must be completed by Cott to verify minimum requirements are met prior to executing this Addendum. To provide the Service, Cott relies on the Customer during the initial implementation and throughout the "Term" to verify that their internet service line is properly functioning. Wireless connections in the Customer's office cannot be used for the Service.
4. **Anti-Virus Protection.** Customer is required to have current anti-virus protection on all workstations that update the Service with index data and/or images.
5. **Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Service, 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 of the Customer 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 of the Customer's data and images provided by the Service. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott as needed.

6. **Customer's End-Users.** Customer will support all queries and training required by Customer's end-users. Customer's end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer's system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.
7. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service or written materials ("Documentation"). Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data stored by the Service.
8. **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 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.
9. **Service Availability.** Excluding certain conditions such as those listed below, Cott will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer'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.
10. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott 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.
11. **Service Updates.** Updates to maintain and optimize the performance of the Service will be scheduled by Cott. These updates may also include software enhancements. The Customer will accept and receive all updates.

12. **Capacity of the Service.** The Service will be housed on servers and other equipment controlled and maintained by Cott. The Capacity of the Service provided to Customer in this Addendum is impacted by a number of "Storage Factors" such as: the number of users, annual filing volume, number of instruments, images, and number of Customer database transactions. If at any time Cott determines Customer has exceeded the Capacity of the Service by an increase in Storage Factors, Cott reserves the right to increase Customer's fee accordingly. Cott will inform Customer of the price increase.
13. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's 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 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.
14. **Defect Warranty.** Cott warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott 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 by Customer. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, non-Cott software, networks, or a deficiency in Customer's internet link.
15. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
16. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
17. **Customer Support.** Cott's Customer Support program is included with the Service. This program provides Customer with both phone and email support. Customer is required to designate a primary support contact in their office with whom Cott Customer Support personnel may interact. Cott Customer Support will not interact with Customer's end users.

18. **Fees.** Cost of the Service ("Fees") during the Term are specified on the Order Summary page. Ongoing monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered.

X Customer Acknowledgement: _____ **Date:** _____

RECORDhub SERVICE ADDENDUM

This **RECORDhub Service Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Bristol, Vermont ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **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 statutes. 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 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. Customer will permit Cott 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 as needed. Cott 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 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 is NOT responsible for addressing queries from Users about searching data or interpreting any Data. Cott 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 in connection with the use of Customer's system. Cott and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott 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 is responsible for the conduct of the vendor including the collection, storage or confidentiality of Users' personally identifiable information. Cott 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 and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott 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 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.
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 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 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 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. 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 implements numerous security and data protection procedures within Cott's 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 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 warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott 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 software, networks, or a deficiency in Customer's internet link.
11. **Training.** Cott will make available through the Service online user help instructions and documentation as deemed applicable by Cott in connection with the Service.
12. **Fees.** Any applicable fees for the initial setup will be paid to Cott 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 and Customer based on the Exhibit For Subscriptions And Rates. Each RECORDhub fee transaction will include a convenience fee that applies equally to all Users. Cott 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 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. Revenue generated by the Service during the Term will be paid to the Customer as outlined on the Order Summary page and Cott will strive to pay the Customer by the 15th business day of the month for activity that occurred the previous month. Cott 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 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 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.

Town Clerk, Bristol, Vermont directs Cott to deposit monies due Customer as follows:

Name of Financial Institution: _____

Name of Account: _____

Routing #: _____

Account #: _____

Email Address: _____
[for receipt of EFT notices]

X Customer Acknowledgement: _____ **Date:** _____

Addendum for Microfilm Creation Services

This **Addendum for Microfilm Creation Services** (“Addendum”) is by and between Cott Systems, Inc. (“Cott”) and Bristol, Vermont (“Customer”). This Addendum is being “Executed” (signed) under the Terms and Conditions of Cott’s **Master Agreement for Products and Services**.

1. **Service.** Cott will produce 16mm microfilm of record book images/pages as specified (the “Service”). Images are assumed to be not be larger than 8 ½” by 17”, and file size not larger than 2.7 MB. Cott follow Property Records Industry Association (PRIA) guidelines for microfilm creation.
2. **Source.** The source of images is single page files, whereby each page of the recorded document is equal to one (1) file. While Cott will use reasonable efforts to produce quality microfilm, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
3. **Term.** This Addendum will begin when it is signed (“Executed”) by Customer and be binding for the full period the Service is active (“Term”).
4. **Fees.** Fees are based on the actual quantity of images processed and a per image or per page fee as specified. Microfilm creation services will be invoiced on the first (1st) day of the calendar month and will reflect actual microfilm created the previous month.
5. **Security, Data Protection.** Cott will implement and maintain reasonable procedures for handling the media and microfilm. Although Cott will implement reasonable procedures to prevent unauthorized access to private or protected data contained within the media or microfilm, Customer acknowledges that it is impossible to completely eliminate risk due to the public nature of transporting the media or microfilm. Customer acknowledges that microfilm is susceptible to naturally occurring degradation in quality and readability over time.
6. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF MICROFILM. 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 MICROFILM AVAILABLE THROUGH THIS 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 MICROFILM 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.
7. **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 microfilm creation 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.

Bristol, Vermont Town Clerk directs Cott to ship microfilm to following address:	
Name	
Address	
City, State, Zip	

X Customer Acknowledgement: _____ **Date:** _____

SECTION 2

Service Level Agreement



SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

SECTION 3

Ongoing Assurance and Support



SOFTWARE ASSURANCE

Cott Systems continuously invests in enhancing our products. We evaluate new features on a continuous basis and selectively incorporate new features in our quarterly updates. Cott Systems' Software Assurance Program contains two elements: customer support and software update services. Software Assurance begins as of the go-live date and will last until the end of the contract. Our Assurance Program entitles the customer to receive, at no additional charge, software "patches" and software "releases" to the current version of RecordRoom which increase the speed, efficiency, or ease of operation of the software.

CUSTOMER SUPPORT

Building a close relationship with our customers has been the key to our success. Cott Systems Customer Support is its own business unit that has board-level visibility and Key Performance Indicators (KPIs) to measure customer satisfaction levels, response/resolve rates, and answer times. Our analysts and programmers average 7 years of industry experience. They are passionate about ensuring your experience is nothing less than excellent.

WHAT YOU CAN EXPECT FROM COTT SYSTEMS CUSTOMER SUPPORT

- A dedicated staff based in Ohio providing a customized level of service with a personal touch.
- A support team grouped into areas of expertise working collaboratively to resolve issues.
- Key Performance Indicators monitored at the executive level to ensure service requirements are met.
- Random quality checks for each analyst to ensure that you are receiving the best service possible.
- Management and analysts who meet weekly to review all open tickets.
- A defined escalation procedure that includes bi-weekly review of accounts that require extra care.

To ensure your experience is positive, we have an escalation process that can be engaged anytime either by the customer or internally to create more awareness and responsiveness to an issue. This process is supported by weekly operations meetings attended by executive level staff. All escalated issues are reviewed and action plans are developed to remedy outstanding customer concerns as soon as possible.

Customer Support is organized into product centric teams. This structure allows each analyst to develop expertise in a concentrated area. Team members are encouraged to work together to resolve issues using all available resources to ensure your questions are answered accurately in a timely manner.



Land and Data – Comprised of analysts who specialize in supporting Cott Systems’ land records, vital records, and data applications. Subjects include RecordRoom, Resolution3, eRecording, Auto Redaction, Animal Licensing, and Marriage Licensing.



Court and Web – Comprised of analysts who specialize in supporting Cott Systems’ court and web-based applications. Subjects include Verdict, Jury Management, eSearch, Online Index Books (OIB), Online Marriage Applications, and PropertyCheck.



Infrastructure – Comprised of technicians who specialize in supporting the infrastructure portion of your solution. Subjects include servers, workstations, operating systems, anti-virus software, Cott Systems software installations, peripherals, and backup solutions.



Software Development – Comprised of systems engineers and software developers who are subject matter experts in coding Cott Systems’ software products. Subjects include software patch management, software enhancement requests, and state-mandated programming changes.

Contacting Cott Systems Customer Support



Toll free hotline

800-588- COTT SYSTEMS – Customer Support Analysts are available Monday through Friday, 7:00 am to 6:00 pm EST, excluding holidays.



Voicemail

800-588- COTT SYSTEMS – Cott Systems customers have the option of leaving a voice mail message for the support team. Voicemail is checked hourly during normal business hours.



Email

support@Cottsystems.com – For less urgent issues, customers may email the support team. Email sent to this address is checked within one hour of receipt during normal business hours.



Fax

866-540- 1072 – During normal business hours, faxes sent to this number are checked within one hour of receipt.

SECTION 4

Order Summary with Pricing



1. **RecordRoom User Licenses.** 2 users, 1 search.
2. **Estimated Annual Filing Volume.** Instruments 1,000. Images 4,500.
3. **No Data Migration.** Customer plans to populate database on day forward basis –no data conversion efforts.
4. **Implementation.** Project management and service installation are included.
5. **Training.** Includes sixteen (16) hours of live webinar training with Sales Consultant onsite assisting with Go-Live support.
6. **eRecording.** Included.
7. **Microfilm Creation Service.** Included at per unit rate indicated. Includes shipping to your site.
8. **RECORDhub**
 - Implementation, Setup Fees.** Included. \$0.
 - Revenue.**
 - **Non Image Print Revenue.** One hundred percent (100%) to Cott.
 - **Image Print Revenue.** One hundred percent (100%) to Customer. Disburse to Customer. Town may revisit after year one.
 - Payment to Customer.** Monthly.
 - Banking Charges.** Applies to change or return notifications. \$10 each occurrence.
 - Subscriptions and Rates.** Includes project management efforts to determine subscription types and rates for implementation.

RecordRoom Schedule of Payments | 60 month term

Invoice upon receipt of signed contract	\$3,500
Invoice Monthly, starting 1 st of month following Go-Live Date (deployment)	\$395 / month

Microfilm Creation Services	\$0.06 per image
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TERM: the 60 month contract term to begin 1st of the month following Go-Live (deployment).

PLEASE NOTE:

The price of this offer is valid through 4/3/2019. After this date, this offer will be priced at the current rate.

SECTION 5

Hardware Specifications



Minimum Requirements

Workstations

Intel Celeron Processor 2.0 GHz
4GB RAM
20" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations

Intel Celeron Processor 2.0 GHz
4GB RAM
22" & 20" Widescreen Monitors w/Adjustable Stand
256MB, Dual Monitor Graphics Chipset/Card

Search Stations

Intel Celeron Processor 2.0 GHz
4GB RAM
22" Widescreen Monitor w/Adjustable Stand

Minimum Network Infrastructure

Not provided by Cott Systems

Broadband High Speed Access

300 Kbps per PC w/low latency (<100ms)

Firewall

Enterprise Class Firewall capable of providing 300 – 500 Kbps per PC

Network Switch

Unmanaged Gigabit Switch

Recommended Specifications

Workstations

Intel Core i5 3GHz
8GB RAM
22" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations

Intel Core i5 3 GHz
8GB RAM
22" & 20" Widescreen Monitors w/Adjustable Stand
256MB, Dual Monitor Graphics Chipset/Card

Search Stations

Intel Core i3 2.4GHz
4GB RAM
24" Widescreen Monitor w/Adjustable Stand

Recommended Network Infrastructure

Not provided by Cott

Broadband High Speed Access

500 Kbps per PC w/low latency (<100ms)

Firewall

Enterprise Class Firewall capable of providing 300 – 500 Kbps per PC

Network Switch

Managed Gigabit Switch

Operating Systems

Windows

Windows 10 Professional 64-bit – Supported until 10/14/2025

Third Party Software*

Web Browsers

Internet Explorer 11, Google Chrome, Mozilla Firefox

***As new versions of third party software are released, please verify that the latest version has been tested to be compatible with our software before purchasing.**

Peripheral Devices

Printers

High capacity: DELL S5830dn, 512mb RAM min (2GB RAM recommended), 550 sheet paper tray

Low capacity: Dell B3460dn, 512mb RAM min (2GB RAM recommended), 550 sheet paper tray

Low capacity: HP M402dn, 256MB DRAM, 250 sheet paper tray

Scanners

ADF: Fujitsu FI-7160, Fujitsu FI-7600

ADF + flatbed: Fujitsu FI-7260, Fujitsu FI-7700

Specialty Fee Devices†

Label Printer: Zebra ZD42043-T01000EZ (spare recommended)

Receipt Printer: Epson TM-H6000IV – C31CB25A8771 (must be USB)

Cash Drawer: APG Cash Drawer (USB) – JB554BL1816C

***The equipment listed in this specification sheet has been tested successfully with our software. Due to the abundance of hardware available in the market place, additional equipment not listed may be compatible with our software. If you have questions regarding equipment not listed, please contact your sales representative for additional guidance.**

†Specialty fee devices listed are optional, but specific for Cott Software. Use of other specialty fee devices may produce undesired results.