



Contract for

# Resolution3 Move to Hosted Services and Renewal

Town of Wilton, Connecticut  
Lori Kaback, Town Clerk

May 21, 2021

**Resolution3**  
LAND RECORDS MANAGEMENT

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



## 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 Town of Wilton, Connecticut ("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.** The Customer agrees to be responsible for its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses arising out of or relating to the Customer or its employees or agent’s negligent acts or negligent omissions. Cott agrees to indemnify the Customer for any causes of action arising out of the negligent acts or negligent omissions of Cott itself or its agents, employees and contracted servants.
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 refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its 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). 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 thirty (30) 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; and 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.

**Material Breach by Cott.** Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay 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 and written notification of non-renewal has not been provided 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.



- The Terms and Conditions, attached herein, 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.

(County, Parish, Town)

**Customer acknowledgement required on additional page(s.)**

## RESOLUTION3 HOSTED SERVICES ADDENDUM

This **Resolution3 Hosted Services Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Town of Wilton, Connecticut ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the "Service"). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the "Limitations on Use"). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the "Documentation").
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the "Customer Link") in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer's office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. 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 on the Hosted System. 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 from time to time.
- 5. 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.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **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, THE HOSTED SYSTEM 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, THE HOSTED SYSTEM 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.
8. **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.
9. **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.
10. **Updates.** 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 performance of the Service. This includes running an optimization procedure on each hosted station to increase operational efficiencies and performance.



11. **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.
12. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. 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 in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
13. **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.
14. **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.
15. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

16. **Fees.** Cost of the Service (“Fees”) during the Term are specified. Ongoing Monthly Fees will begin on the first (1<sup>st</sup>) of the month following the date the Service is active (“Go-Live Date”) and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and, in the event, not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.
17. **Increase in Storage Capacity.** Customer acknowledges that the Customer’s fees are based, in part, on the number of instruments, images, transactions in the databases, the number of Cott software products in place and the annual filing volume specified in the Schedule (collectively, the “Storage Factors”). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors or if bandwidth should be upgraded to accommodate the Hosted System, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
18. **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 the Service 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.

**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 Town of Wilton, Connecticut ("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").
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 (1<sup>st</sup>) 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.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## MOVE TO HOSTED SERVICES AND RENEWAL ORDER SUMMARY

<b>Modules:</b> Fees Quick Fee Indexing Imaging Vitals Marriage Marshal Online Marriage Application (Ext.) Toby Trax Dog Licensing with Search & State Reports Animal Control on CT Portal for Dog Catcher and Police	<b>User Licenses:</b> 6 users 3 search  <b>Annual Filing Volume (Storage Factors):</b> 3,805 Instruments 16,635 Images  <b>Total Volume (Storage Factors):</b> 582,745 Images   31 GB	<b>Services Included:</b> eRecording (Simplifile, CSC, EPN, Indecomm) RECORDhub  <b>Priced separately –see fee page</b> eVerify Microfilm Creation
<b>Hosted Overview</b> <p>Local government technology departments are looking for ways to increase efficiency and drive down the need to invest in complex hardware. The hosted solution gives Customers the ability to connect and subscribe to services on a shared infrastructure through the internet <u>from office stations and from remote home office stations if needed</u>. The hosted model is designed to minimize the investment involved in moving to a new software platform but at the same time provide a dependable, powerful solution that will perform well and deliver the latest software solutions.</p>		
<b>Deployment.</b> Hosted.		
<b>Training.</b> Cott will train you and your staff on the features of the Service. Prior to training, all changes in office procedures, workflow, or job duties must be relayed to all staff members involved. Trainees must be available during the designated training times as determined by Cott and Customer. Training hours include: <ul style="list-style-type: none"> <li>Includes five (5) hours of live webinar training/Go-Live support.</li> </ul>		
<b>Data Migration.</b> Index data and images currently available on Customer's production system will be available on new hosted system.		
<b>Implementation Services.</b> Project management, Installation, <b>Software Assurance</b> .		
<b>Hardware</b> - No hardware provisions by Cott are included.		
<b>Assumptions and Requirements</b> <ul style="list-style-type: none"> <li>Customer has a right to use <b>Hosted Resolution3</b> Software for term specified.</li> <li>Customer will continue to designate one point of contact in their office to communicate information to Cott.</li> </ul>		



- Customer's proper use of software and compliance to all operating instructions.
- Customer is responsible for data entry standards or rules.
- Grade of internet connection at the Customer site and its degree of dedication to Cott product(s) affects the overall performance.
- Cott Customer Support requests will be addressed as defined in Cott's Customer Support Exhibit.
- Hosted Resolution3 cannot be installed until appropriate internet speed is confirmed via CottCheck.
- Authorized access to Cott Systems products (excluding eSearch) is limited to Town of Wilton, Connecticut employees, no access may be granted to 3rd party suppliers.

**As it relates to eRecording:**

- Training for submitter(s) is provided by eRecording Vendor(s) or Delivery Agent(s), not Cott.
- Ongoing support of submitters is provided by Delivery Agent or Customer, not Cott.
- Firewall, security and high speed internet access is provided by Customer.
- Customer is responsible for provision of dual monitor stations using AGP 8x graphic video card or equivalent.
- Memorandum of Understanding (MOU) outlining document types for eRecording must be agreed upon by Customer and eRecording Vendor(s) or Delivery Agent(s).

**As it relates to eVerify:**

- An email address for the Customer is maintained.
- All Customer questions will be directed to Cott Customer Support.
- Customer is required to accept updates, patches and new releases to Resolution3 that Cott deems necessary or desirable in order to maintain or optimize the eVerify service.
- Auditing to be completed on instruments within 48 business hours from the time an instrument is made available in the audit queue. The Customer is to inspect, approve and accept the audit results or notify Cott of deficiencies within (7) days of receiving the audit report.
- Delay or errors in audit or review may occur due to certain conditions not under Cott's control. These conditions include, but are not limited to:
  - Connectivity provided by Customer's ISP
  - Illegible, poor quality or incomplete images of recorded documents
  - Uptime or reliability of Customer's network
  - Problems with underlying network providers: network or applications, equipment or facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure or local access provider outages or service interruption.
- Customer is responsible for keeping track of any change(s) made to instruments between the time the instruments become available in the audit queue and when Cott provides the report to the Customer.

**As it relates to Microfilm Creation 16mm:**

- Images are assumed to be not larger than 8 ½" by 17", and file size not larger than 2.7 MB.
- Images received by Cott need to be of usable quality, in single page .TIF (preferred) or .PDF format, where each recorded page is equal to one (1) .TIF or one (1) .PDF file.
- Cott will track the Customer's images from receipt to return.
- The microfilm creation is calculated on a per-image basis on the actual number of images processed.

- Cott's film laboratory is regularly tested for quality by Eastman Park Micrographics.
- We follow Property Records Industry Association (PRIA) guidelines for microfilm creation.
- Includes shipping to your site.

#### Software Assurance

- Software Assurance allows unlimited phone support and unlimited remote support.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and the ease of operation for you and your staff.

Implementation Fee		\$6,000
Monthly Hosted Services Lease Fee   Initial Service Term 60		\$1,425 / per month
Schedule of Payments	Invoice upon receipt of signed contract	\$3,000
	Invoice upon Go-Live Date (deployment)	\$3,000
	Hosted Resolution3 Software Services/ Support	\$1,425 / per month

#### In additon to above stated fees:

- **eVerify Services** will be invoiced at **new** rate of \$0.485/instrument, for the actual quantity of instruments processed; based on an estimated 3,805 instruments per year, equates to approximately \$153/month.
- **Microfilm Creation Services** will be invoiced at the current rate of \$0.06/image, for the actual quantity of images processed the previous month; based on estimated 16,635 images per year, equates to approximately \$83/month.

**TERM:** the sixty (60) month contract term to begin the 1st of month following the Go-Live Date.

**NOTE:** Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.

**PLEASE NOTE:** The pricing in this offer is valid through 6/18/2021. After this date, this offer will be priced at the current rate.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## A Note Regarding COVID-19

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Work by Cott team members may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

### Customer to provide the following:

Hardware/Network Software  
Broadband High-Speed Access

**CUSTOMERS PURCHASING PART OR ALL OF THEIR OWN HARDWARE:** Customer must complete the necessary site preparation a minimum of 5 business days prior to the agreed Go-Live Date (deployment) and confirm with Cott that it has been completed. Customer must fully stage, install and troubleshoot the hardware and network software including, though not limited to, placement of equipment, connecting the device, loading drivers and testing the device's output. If Cott's assistance is required to complete the site preparation or assist with hardware staging, installation or troubleshooting, additional charges will apply at the rate of \$185 per hour. If Cott cannot confirm this preparation is complete 5 days prior to the scheduled Go-Live date and the Go-Live date must be postponed, additional travel charges for airline change fees and increased ticket prices will apply as applicable.

## SPECIFICATION SHEET

Server and station specifications are for running Cott Systems programs.  
When purchasing hardware, we recommend you consider all software you plan to use.

### Minimum Requirements

#### **Domain Controller**

2 CPU Cores\*\*  
8GB RAM  
100 GB Disk Space

#### **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

**Network Infrastructure - Not provided by Cott****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****Domain Controller**

2 CPU Cores \*\*

16GB RAM

200 GB Disk Space

**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 Celeron Processor 2.0 GHz

4GB RAM

24" Widescreen Monitor w/Adjustable Stand

**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

**\*\*Server CPU core allocations based on Virtual Server Environment. If setting up a Physical Server Environment, use Intel Xeon processors with comparable cores when purchasing.**

The peripherals listed in the following section have been tested successfully with our software. Due to the abundance of peripherals available in the market place, additional peripherals not listed may be compatible with our software. If you have questions regarding peripherals not listed, please contact your sales representative for additional guidance.

### **Printers\*\***

#### High capacity:

HP LaserJet M611dn

#### Low capacity:

HP LaserJet M404dn

### **Scanners**

#### ADF:

Fujitsu fi-7160

Fujitsu fi-7600

#### ADF + flatbed:

Fujitsu fi-7260

Fujitsu fi-7700

### **Specialty Fee Devices<sup>†</sup>**

#### Label Printer:

Zebra ZD421 (300 dpi model) (spare recommended)

#### Receipt Printer:

Epson TM-H6000V (must be USB)

#### Receipt Printer w/Check Scanner:

Epson TM-S9000MJ

Epson TM-U590 – optional add-on used to imprint documents

#### Cash Drawer:

APG Cash Drawer – JB320BL1816 (requires receipt printer)

**\*\*Printer drivers for reports should be set to black and white to prevent using color ink in multicolor printers.**

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

## **Operating Systems**

### Windows

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



### Windows Server

Windows Server 2016 – Supported until 1/11/2027

Windows Server 2019 – Supported until 1/9/2029

### Third Party Software\*

#### Citrix Workspace

**Remote Access Software** – for server access/management  
ConnectWise Control

**AV Software**<sup>†</sup> – known to work and not interfere with Cott applications

SOPHOS Antivirus

Symantec Endpoint Protection

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

<sup>†</sup>Please consult with Cott about configuration for file exclusions to prevent Cott software performance issues,

## 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.

**Services Cott Provides**

- Management of server infrastructure to support the Cott software applications in the hosted environment, including:
  - Assure maintenance and warranty coverage.
  - Manage all security and software updates for all hardware and systems contained within the hosted environment.
  - Manage disaster recovery backups.
  - Maintain high availability & redundancy.
- Support access and utilization of the Cott software applications in the client's environment, including:
  - Troubleshooting of Citrix issues.
  - Assisting Customer's IT resources in resolving issues with printers, scanners, workstations, etc.

**Services Customer Provides**

- Equipment in the Customer's office, including Domain Controller and inclusive of managing antivirus software provisions.
- Manage and support in the Customer's office all configuration of network, internet, firewall, workstations, peripherals and other client-owned technology.
- Communicate details on all users who need access to the Cott solution.
- Maintain backups of all data and systems not part of the Cott hosted environment.

## 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](mailto: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**  
Josie Brown  
Office: 800-234-COTT, Ext. 297  
Email: [jbrown@cottsystems.com](mailto:jbrown@cottsystems.com)

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

- **COO**  
Drew Sheppard  
Office: 800-234-COTT, Ext. 251  
Email: [dsheppard@cottsystems.com](mailto:dsheppard@cottsystems.com)
- **CEO**  
Deborah Ball  
Office: 800-234-COTT, Ext. 255  
Email: [dball@cottsystems.com](mailto: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, 3<sup>rd</sup> party support, etc.).*

Level	Definition	Estimated Respond & Resolve Times	Examples
<b>Priority 1</b> (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.
<b>Priority 2</b>	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.
<b>Priority 3</b>	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.
<b>Priority 4</b>	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve	Customer needs assistance when issue reoccurs. Waiting to duplicate error.