



## OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

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December 16, 2011

To: Board of Finance

From: Scott Schrader, Interim Chief Administrative Officer

Re: Approval of Land Records Software Contract

I respectfully request the Board's consideration for the approval of a contract, in substantially the attached form, with Cott Systems for the provision of Land Records Indexing Software. This project was identified and approved by the City Council as part of the 2012 Information Technology Improvement Plan. In discussion with Rich Goodwin, it has been determined that the initial software and service acquisition costs of \$28,400 can be included in the Annual Master Lease authorized by the City Council. The monthly license and support fee of \$292 would be budgeted as a matter of course.

#### Justification:

The City is responsible for recording and indexing all property transactions that occur within the City including purchases and sales, mortgages, liens, and other encumbrances to property. In addition, the City also indexes vital records such as marriages, births and deaths. Currently, the recording of these transactions is primarily a manual system. The indexing of these transactions is both manually and electronically based, impacting four disparate software processes; the end product of which creates two separate databases. Further, the Clerk/Treasurer's Office has been "imaging" the indexed records to create a duplicate set of records in case of loss of the original paper record. The current system, due to its design, is cumbersome, disjointed, and difficult to manage, and resulting in at least triple data entry. Land Records are an integral public record accessed by real estate attorneys to conduct title searches and abstracts of title. The City's current system does not produce a comprehensive research end-product, thereby increasing the workload and time necessary for users of the records. Finally, many of the documents in our Land Records vault are historic, and thereby delicate, in nature; access of which should be limited.

#### Proposed Project:

The Cott Land Records Indexing software is a comprehensive indexing and imaging system designed with the end-user in mind. This software will allow for any Customer Service Representative in the Clerk/Treasurer's Office to accept a land record transaction; electronically scan, record and set an index of the documents to be recorded; and place an electronic image of the recorded documents in a database for access, by subscription, by the end user. This project also allocates funding for conversion and integration of the three current computer systems into the Cott system. As this system is scalable, future imaging of past indexed land records and the expansion of vital records will be able to be accommodated. Thank you for your consideration.

The City of Burlington does not discriminate on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, marital status, veteran status or disability. Persons with disabilities who require assistance or special arrangements to participate in programs and activities of the Clerk Treasurer's Office are encouraged to contact us at 865-7000 or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made.



INFORMATION MANAGEMENT SOLUTIONS

Master Agreement for Products and Services

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

Products and Services Ordered Under This Agreement

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

- Auditing
Auto Index Software
Backfile of Record Books
Books, Covers & Jackets
Data Acquisition
Data Conversion
Day Forward Redaction
eBackup
eCommerce
eRecording
Key from Image Workflow
Hardware & Network Software
Hardware Maintenance
Historic Redaction
History of Index Data
Hosted Search | Portal
Internal Print Management
Microfilm Creation
Offsite Storage
Online Index Books [OIB]
Plats
Printouts
Reindexing
Remote Online Training
resolution3
resolution3 Hosted
Software Assurance
Software Escrow
Toby Trax
Verdict

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

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before December 31, 2011.

Burlington VT

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Jodie M. Bare 12.15.11
(Print Name) (Date)

(Signature) (Date)

Jodie M. Bare
(Print Name)

(Print Name)

Vice President, Planning and Operations
(Print Title)

(Print Title)

Jane E Miller
(Print Name)

(Attest)

## TERMS AND CONDITIONS

- 1. Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
- 2. Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE 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 products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
- 3. Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
- 4. Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.
- 5. Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
- 6. Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement 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.
- 7. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall

not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.

**8. Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.

**9. Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.

**10. Term.** This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.

**11. Breach.** Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

**12. Authority.** By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.

**13. No Solicit.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.

**14. Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.



## INFORMATION MANAGEMENT SOLUTIONS

### Software License and Software Assurance Addendum

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Schedule for **resolution** ("Schedule") and is being executed under *Cott's Master Agreement for Products and Services* in order for Cott to provide the software and services described herein.

- 1. Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
- 2. Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recordation or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remedying program errors as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 3. Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
- 4. Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such up front payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.



## INFORMATION MANAGEMENT SOLUTIONS

After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.

5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
6. **Early Termination of Software Assurance.** Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.
7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.
8. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Software, Cott shall either (i) modify the Software so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Software. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
9. **Warranty.** Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.



## INFORMATION MANAGEMENT SOLUTIONS

10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
11. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
12. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
13. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
14. **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.
15. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
16. **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 Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at anytime during the term of this Addendum and will become part of and be incorporated in this Addendum.



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## INFORMATION MANAGEMENT SOLUTIONS

### Addendum for Portal Services

This **Addendum for Portal Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Schedule for **resolution** ("Schedule") and is being executed as an Addendum to Cott's Master Agreement for Products and Services in order for Cott to provide the services described herein.

- 1. Portal Design.** Cott will establish a website (the "Portal") containing indexed instruments and/or associated images from Customers that participate in the Portal. Cott will have sole authority regarding the design, look and feel of the Portal. 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 Portal and any advertising or marketing materials associated therewith.
- 2. 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 in the Schedule. This Addendum will automatically renew for successive one (1) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
- 3. Fees.** Fees will be payable to Cott by end-users of the Portal and will be shared with Customer as described in the Schedule. Cott will have the authority to adjust fees to end-users from time to time but will do so in consultation with Customer.
- 4. Portal Access.** The Portal will be accessible by end-users as described by the Portal site. Cott will use commercially reasonable efforts to ensure that the Portal is operational twenty-four (24) hours a day, except for maintenance and periods of shut-down caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott. Customer will notify Cott if Customer becomes aware of any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Portal.
- 5. Ownership of Design; Content.** Cott and Customer agree that Cott is the owner of the Portal domain name and the overall look, feel and design of the Portal. Customer owns the data associated with the indexed instruments and/or associated images from Customer's base system. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display such data in connection with the Portal services and operation of the Portal.
- 6. Replication.** Customer acknowledges that ongoing data replication is required to ensure that the data present within the Portal is current and Customer consents to such replication. Replication frequency will be determined by Cott but Cott will endeavor to replicate as close to real time as is reasonably practicable. Customer will arrange for and maintain the high speed connection described in the Schedule between Customer's base system and the Portal that will enable replication. The connection must conform to Cott's specifications. Customer is responsible for installing and maintaining on its network a firewall between the connection and Customer's system and such firewall must meet IPSEC VPN standards. Customer will be responsible for monitoring the firewall.
- 7. End Users.** Use of the Portal will be subject to Terms of Use and other conditions set forth on the site. Cott will provide end-user customer service regarding Portal functionality and use. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal regarding the indexed instruments and/or associated images appearing on the Portal, and accordingly Customer will be the point of contact for all questions from end-users on such matters.



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## INFORMATION MANAGEMENT SOLUTIONS

**8. Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Portal, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Portal. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system and, through replication, the Portal. Customer will be responsible for implementing and carrying out such standards and any data input errors.

**9. Indemnity.** Customer agrees to indemnify, defend 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 Customer's failure to comply with this Addendum.

**10. Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED ON THE Portal. 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 Portal 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 Portal, THE INFORMATION DISPLAYED ON THE Portal 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 OR END-USER REQUIREMENTS.

**11. Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

**12. Offer Limited to Terms.** Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.

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

## Functional Overview



### About resolution<sup>3</sup>

resolution<sup>3</sup> is a suite of integrated Records Management applications that provides Cott's clients with a comprehensive solution to efficiently receive, process, store and archive all records entrusted to their care. Secure public access to data and images is provided via the Intranet/Internet. The version being proposed has been designed to address the specific requirements of your state.

Cott's resolution<sup>3</sup> product suite is a comprehensive set of services including data and image conversion, workflow optimization, project management, on-site training, hardware installation, system security and the best support organization in the business. Cott Systems is the author of the software and has the experience, resources, personnel and expertise to ensure a successful and timely implementation *without* the use of sub-contractors. **We retain full and direct accountability for all phases of the project.**

### System Architecture

resolution<sup>3</sup> is a suite of integrated applications built around Microsoft Windows DNS specifications. The underlying architecture integrates Internet, client-server and PC models of computing to provide a stable, scalable, standards-based platform. The software was developed using Microsoft® .NET Technology and Active Server Pages. The database engine will be Microsoft® SQL Server® 2005. Windows® XP is preferred on the desktop.

### resolution<sup>3</sup> Software Modules

- Fees
- Indexing
- Imaging
- Internet/Intranet Index Search
- Vitals (Only available in some states)

All modules are fully integrated. Data elements are entered into the system a single time, at the earliest point of entry and are immediately available to any other process that requires that element. There is no duplication of effort, no redundant data entry. These modules operate within a flexible user-definable workflow, allowing you the ability to choose the workflow that is right for your office. Document workflow processes can be re-engineered to gain greater efficiencies...anytime...without changing the software. resolution<sup>3</sup> provides all the functionality required to process a recorded instrument from acceptance through document archiving – your way.

## Functional Overview



### resolution<sup>3</sup> Fees

The fee stations are standard PCs equipped with the following:

- Receipt Printer with check endorser or Laser Receipts
- Label Printer and/or laser printer for cover sheets
- Cash Drawer (optional)

Cott's fee collection software module provides four main functions:

- Electronic cash register
- Creates document recording label or cover sheets
- Reporting
- Captures initial indexing information providing up-to-the-minute search capabilities

Speed, accuracy and security are the hallmarks of Cott's Fees Module. The goals of providing prompt service to the public, ensuring accuracy, and enforcing generally accepted accounting principles need not be mutually exclusive. By employing user-maintainable tables for such information as the customer type, chart of accounts, bank accounts, recipients, transaction types, and fee schedules, a large amount of data can be captured with very few keystrokes.

**Example:** A Deed transaction could be set up to automatically:

Determine whether the transaction fees are based on pages filed, involve a flat fee, use consideration of property, or require a combination of methods in the fee calculation.

- Allow for a quantity multiplier.
- Calculate the total fee including calculation of any transfer or mortgage taxes.
- Distribute the recording fee to the proper bank accounts and recipients.
- Display all participating accounts and the amount for operator review.
- Determine whether the transaction should be manually or automatically assigned a book/page or file number (provided proper payment is received).
- Automatically assign the transaction date. (More than one transaction date can be active in the system at the same time)
- Automatically or manually assign the recorded time.

If multiple transactions are processed under a single receipt, the system allows the operator to enter the additional transaction types. The screen will display a running total for the receipt and the amount of the transaction currently being processed. Once all transactions are entered, the payment screen is activated. A transaction is not recorded until payment is received.



## Functional Overview



### resolution<sup>3</sup> Fees cont.

The payment screen assists the operator in accurately completing the transaction by providing the following features:

- Displays total number of transactions covered by the receipt.
- Displays total transaction amount.
- Displays the subtotals for recording fees and transfer taxes.
- Allows payment by charge (if the customer has a valid account), check(s), cash, or any combination.
- Calculates payment received and verifies it against amount due.
- Instructs the operator if additional payment is required and prevents completion until full payment is made.
- Calculates over/under payment amounts and enforces appropriate actions.
- Allows the operator to review (in summary or detail) previous transactions for data accuracy. Should an error be discovered, corrections can be made and new totals are calculated.
- Allows the operator to suspend the entire transaction if the customer cannot make full payment. The transaction can be easily recalled from Suspense once the customer makes full payment.
- Prints a receipt to complete the transaction.
- Prints a document label or coversheet with all assigned numbers.

Depending upon the desired workflow, the operator is now able (time permitting) to fully index the document, partially index the document, (first grantor/grantee only), or proceed to the next transaction. The document is now available for search. The index entries for these documents will be clearly identified as *incomplete* (partially indexed) or *not verified* (*fully indexed*). In the final step of the fees processes, the system assigns a book/page or file number, prints a recording label (or coversheet), and the required tax stamps.

A full range of reports is available by report type, date range, and workstation ID number. Many reports are available in summary and detailed formats. These reports will help provide cash balancing, deposit, and many other day-to-day functions. All reports may be printed or viewed at the workstation. Data can be exported in numerous file formats for distribution. Daily, Monthly and Yearly reports can also be archived to CD, eliminating the need to store large volumes of paper. A Crystal Reports module can also be added to accommodate any custom reports you may require.

## Functional Overview



### resolution3 Indexing

The Indexing module continues the flow of the document through the office. Any information that was captured through the fees module is brought forward and the indexing clerk adds whatever information is necessary to complete the indexing process. Indexing may be done from the original hardcopy document or from the scanned image.

Producing an accurate index is the primary goal for the indexing software. All documents are processed through a structured flow and can be managed either document by document or in "units of work." These "units of work" can be given to multiple indexing clerks for simultaneous entry into the system. Status reports allow the supervisor to monitor the work of each individual and its status in the entry process. Each document must be cycled through the entire workflow process before it is reported as "verified" in the index database. The software supports two methods of quality control, key verification or verification from printed "proof lists".

Speed of entry is achieved utilizing special copy features, individual and firm name table, and property tables for consistency of data entry. Unlimited grantor and grantee names are supported as well as multiple property descriptions or other reference information such as parcel number.

Many documents refer to other previously recorded documents and this information should be accurately reflected in the index. resolution3 supports the entry of unlimited "Original Book/Page" entries and allows the indexer to designate whether multiple originals should be "linked" or remain separate. When recording a release that refers to its original document, partial releases, and assignments, all documents can be "linked" and show indicators in the search that these documents are associated with each other. Conversely, if a blanket release is recorded, releasing several documents that are unrelated to each other, the indexer would indicate that these documents are unrelated and the search would only indicate the relationship between each original and the release, showing no relationship between the other documents on the same release.

When a document is presented and is deemed to be un-recordable, a rejection letter can be generated, listing the reason(s) for rejection. A record of this rejection can be maintained and searched, letters can be regenerated, and the queue can be cleared if a document is re-presented correctly.

### resolution3 Imaging (scanning, storing, retrieval, and printing)

resolution3 provides extreme flexibility with Cott's AnyPoint Scan Technology. Whether you want to scan a document immediately upon its presentation, or once it's been accepted for recording, or not until Indexing and Verification has been completed, the choice is yours. The user-defined workflow options allow you to determine where in your workflow scanning fits best.



## Functional Overview



### resolution<sup>3</sup> Imaging cont.

The Imaging module will read the barcode label created by the Fees module and automatically index the images to the corresponding database entry. The imaging station personnel will perform a preliminary visual quality check of the images. Quality control software will allow the operator to insert, append, delete, rotate or re-shuffle images as needed. Image enhancement and cleanup options are also available.

Images may be exported to CD/DVD for distribution to interested parties and/or the creation of microfilm.

### resolution<sup>3</sup> Internet/Intranet Index Search

eSearch serves as a foundation for access to your data and images, providing a simple – yet feature-rich – searching experience, while affording you the opportunity to generate significant revenue for your office using optional eCommerce. Index records search and document retrieval are delivered using Cott's new web-portal technology, built from the ground up, utilizing the latest Microsoft .NET technology.

#### eSearch Features:

- Intuitive Design with Quick Access Navigation
- Message Center, Quick Tips, and FAQ's
- Single Screen Quick Search Options
- Powerful Advanced Search Capabilities
- Flexible Deployment Options:
  - Simple Internal Search, **Internal Print Management** or eCommerce

#### Benefits:

- Balance between Simplicity and Functionality
- Warm and Intuitive Design
- Less Keystrokes and Clicks
- Easy Navigation
- Powerful Search Engine for both the Professional and Novice User
- Real-Time Communications between Office and Users
- Quick Access to Help Topics
- Integration to resolution<sup>3</sup> system
- Scalability for New Products
- Supported by Industry Standard Security
- Bullet-Proof Protection for Redacted Images



# resolution<sup>3</sup>

Built on Microsoft .NET® technology, and loaded with an impressive list of features you would expect from a premier land records management system-but a closer look reveals features and possibilities to increase office revenue and productivity, help you provide superior customer service and fulfill your duties as keeper of official records.

## Features Summary

**Flexible workflow options** - AnyPoint Scan provides the option to scan documents at any point in the workflow. Information captured early in the process automatically flows to later steps – it's completely integrated. Your office can pick from one of the eleven distinct workflow models. And if you decide you want to change things up to gain greater efficiency - go ahead, change your workflow! The system will feel like it was custom built for you with over 1000 parameters to customize your office's experience.

**Two is better than one...unless its a big one!** - Unleash your staff's productivity by utilizing dual monitors. When performing the indexing functions, documents can be viewed in full size virtually eliminating the time consuming steps to enlarge them. You will also find other great benefits of using dual monitors throughout your work day. In a recent study by the University of Utah, researchers determined that people who use dual monitors are 44% more productive than those with only one monitor. **resolution<sup>3</sup>** can also be optimized on a 27" widescreen monitor to duplicate the advantages of dual monitors.

**eSearch = Power Search** - The industry-leading, browser-based - eSearch - is designed to accommodate both those who search for a living - your customers, and those who work in your office. Designed around the input from title searchers/officials from around the country, eSearch makes it easy to find what you are searching for while giving you the most powerful search tools in the industry.

**Generate revenue for your office** - Our powerful eCommerce module provides a tool for realizing revenue generating opportunities for remote access to public information. eCommerce supports many strategies when charging for access and allows subscribers the ability to manage and fund their own accounts without staff intervention. Your office can accomplish this as a stand-alone website or as part of a state-wide portal.

**Integrated tools to make you more productive** - designed to help make your office more efficient, **resolution<sup>3</sup>** also offers optional tools to get more done with the staff you have including eRecording (electronic recording from many of today's leading eSubmission vendors), AutoRedaction (Redaction of sensitive data), AutoIndexing (OCR/ICR data capture to automate data entry) and eCommerce to help you be less dependant on filing volume or county/town budgets and create your own additional revenue stream.

**Keeping your tax-payers safe** - Standard with **resolution<sup>3</sup>** is Cott PropertyCheck - a no-cost, yet invaluable mortgage fraud prevention service that notifies those subscribed of any recordings on their property that are potentially fraudulent.

## Portal

Portal provided by Cott Systems is a subscription based internet website containing indices and/or images from multiple recording jurisdictions. Each jurisdiction's records and images are replicated from the jurisdiction's site to Cott's hosted site, and then made available for search to an end-user (searcher) for a subscription fee. Images can also be "purchased" for print or downloaded for a per-page fee. The capability for searching index records and retrieving documents is delivered 24 x 7 using Cott's web-portal technology, and affords each jurisdiction the opportunity to continue to recognize per-page print revenue, even for images "printed" from the internet search.

By leveraging Portal's simple – yet feature-rich – searching experience, and incorporating data and images from many jurisdictions, end users receive both the convenience and the value of substantial amounts of data in one location, combined with one centralized accounting for search and print activity. Created with the end-user in mind, Portal offers many features designed to offer maximum efficiencies in the overall searching experience. Highlighted features include:

- User Accounts with Role and Personalization Management
- Job / User Reference Tracking
- Flexible Subscription Management
- Multiple payment and pre-payment options (major credit/debit cards, PayPal accounts)
- Ability to download images for purposes of printing or future reference

### Assumptions and Requirements

#### Software, Data

- Supported version of Cott's Resolution or **resolution<sup>2</sup>** software in Customer's office.
- This offering encompasses data and images available through Resolution or **resolution<sup>2</sup>**.
- Incorporation of data and images from Cott Online Index Books is also available under the portal umbrella.
- Customer authorizes Cott to replicate data/images from Customer's site to Cott's hosted site.
- Cott will replicate data as real time as possible.
- The data/images on the website are not the official record.

#### User, Certificate, Account

- Requires named accounts whereby every user is a named user with an individual password.
- An **SSL certificate** for purposes of data encryption and identity authentication has been established and is managed by Cott; Secure Sockets Layer (SSL) technology protects the site and protects the people that trust us to use our site.
- An **Internet merchant account** with an acquiring institution has been established and is owned and maintained by Cott; this account authorizes purchases and ensures funds are deposited for credit card transactions over the Internet.

#### Internet Connection

- A high speed connection is to be established at Customer site by the Customer.
- Recommended connection speed is 3 Mbps down, 768 Kbps up, minimum requirements are 1.5 Mbps down, 512 Kbps up; minimum requirements are subject to change.

- The grade of internet connection at the customer site and its degree of dedication to Cott product(s) affects the overall replication performance, at the time of implementation and throughout the service period.
- A firewall at customer site is recommended for added security.
- Customer is responsible for antivirus protection on stations that update the portal with index data and/or images.
- Customer is responsible for establishing link from Customer website to Cott Portal.

### Subscription / Service Fees

- This service is funded by the end-users and is subscription based.
- A per page fee is charged for each page downloaded by the end-user.
- Payment for subscription fee and per page fees will be collected by Cott via major credit cards or PayPal accounts; no refunds.
- All transaction fees associated with owning and maintaining the Merchant Account and collecting fees via the Internet will be paid by Cott.
- Subscription fee will be set at the discretion of Cott based on many factors, including though not limited to: market trends, perceived value, and number of jurisdictions participating, and will be retained by Cott.
- Per-page fees will be set at the discretion of Cott based on many factors, including though not limited to: market trends and state legislation regarding amount of revenue a jurisdiction can collect per page for copies obtained by end-users.
- Per page collected from images downloaded by end-users from your jurisdiction's images will be remitted to the Customer on a monthly basis.

### Support

- Cott reserves the right to manage promotional advertisements through the Portal site.
- If additional images are imported to the customer site from a backfile conversion, the customer will need to coordinate the import with Cott in order to ensure a smooth and timely replication of the imported images to the Portal site.
- Customer is responsible for fielding questions or concerns pertaining to recording procedures and the data content of the site.
- Cott Customer Support is responsible for fielding questions or concerns pertaining to administrative and/or operational questions. Cott Customer Support will make recommendations to resolve issues though will not make actual changes on end user's machine. By Cott recommending solutions to remedy issues, Cott is not assuming responsibility for any data loss, corruption and/or subsequent problems that may arise.
- The following chart provides examples meant to depict the delineation of responsibility in fielding questions from end-users:

Administrative Questions by Customer addressed by Cott	Operational Questions by Customer and End Users addressed by Cott	Content & Procedural Questions addressed by Customer
How to subscribe	Not able to view doc	How to search
Cannot log on	PDF Issues	Explanation of results
Forgot password	Cannot Print	Request for recording info
Changed IP address		

**Software Schedule**  
**Fees/Schedule of Payments**  
 Town Clerk, Burlington VT  
 Prepared on Thursday, December 15, 2011

Cott providing the following:

 <b>Records Management System</b>		<i>Local Deployed Purchase</i>
<b>Modules included:</b> Indexing, Imaging	<b>User Licenses:</b> 3 users	
<b>Training</b> - includes 3 days of onsite training, and 8 hours of webinar (remote/online) training Training Schedule to be finalized in partnership with Cott Implementation Specialist and Customer in advance.		
<b>Hardware</b> –no hardware provisions included		
<b>Portal Services</b> Portal provided by Cott Systems is a subscription based internet website containing indices and/or images from multiple recording jurisdictions. (For additional details, see section for Software and Services)		
<b>Data &amp; Image Migration Services</b> –data migration efforts by Cott are included		
<b>Implementation Services</b> (project management, installation)		
<b>Software Assurance and Support</b> (For additional details, see section for Customer Support)		
<b>Fees   Initial Service Term</b> <div style="text-align: right; margin-top: 10px;"> <b>\$28,400 total purchase + \$292/mo<sup>1</sup> for 48 months</b> </div>		
Price is good through 12/31/2011   Cott must receive a signed copy of the contract by 12/31/2011		
<b>Schedule of Payments</b>	<b>Invoice upon receipt of signed contract</b> <b>\$10,721</b>  <b>Invoice upon Deployment [Go-Live Date]</b> <b>\$17,679 upfront, \$292/mo<sup>1</sup></b>	
<sup>1</sup> For the month in which the installation occurs, Customer will be additionally invoiced for Monthly Fee on a prorated basis from the Go-Live Date through the end of the month. For example, if go-live occurs on March 15, Customer would be invoiced for period from March 15-31. Thereafter, Monthly Fee will be invoiced on the 1st of the month in advance of services rendered. Invoices are due within (30) thirty days of issue.		

**Software Schedule** (continued)  
**Fees/Schedule of Payments**  
Town Clerk, Burlington VT  
Prepared on Thursday, December 15, 2011

**Portal Service:** Initial Term: 12 months

**Schedule of Payments** Monthly Payment to Customer \$1.00 per page <sup>1</sup>

<sup>1</sup> The \$1.00 per page is charged for each page downloaded by the end-user. The monthly payment to the Customer will be issued by the 5<sup>th</sup> business day of each month and will reflect activity from the previous month.

**Burlington VT Town Clerk 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]

Early Termination: In the event the Customer elects via written notice to remove their index and/or images from the Portal by Cott Systems, Cott will be given up to 10 days to comply. Customer is entitled to receive payment through date of termination.

Customer to provide the following: (For additional details, see section for Assumptions and Requirements)

- High Speed Internet Connection
- Hardware/Network Software
- Site Preparation
- Microsoft Windows Proficiency

Interested in more training? You may specify your interest below - please indicate number of additional training hours you desire.

\_\_\_\_\_ [please specify hours desired] YES, I am interested in additional hours of onsite training at the rate of \$134 per hour; training can be provided at your desired time frame (i.e. during go-live, 30 days after go-live). Travel is not included in hourly rate.

\_\_\_\_\_ [please specify hours desired] YES, I am interested in additional hours of remote online training at the rate of \$134 per hour; training can be provided at your desired time frame (i.e. during go-live, 30 days after go-live).