INFORMATION TECHNOLOGY
400 West Fourth Street
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Ph: (563) 328-4100
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Scott County

May 22, 2018

To: Mahesh Sharma, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Cott Resolution Maintenance, Support and Hosted Search

Cott Resolution software license maintenance, support and hosted search is due for renewal. Resolution is the case management application utilized by the Recorder's Office.

The Scott County Recorder's office handles over 37,300 recorded instruments and upwards of 150,000 document images annually using the Resolution application.

The quote summary from Cott Systems is as follows:

Product	Total
Resolution - **12 Application Users** - **5 Search Users** - **Iowa Land Records Portal Interface** - **Hosted (Internet) Search**	**$ 43,200.00**
Total	**$ 43,200.00**

It is recommended that the Board authorize the County Recorder to sign a contract with Cott Systems for Resolution maintenance and support as well Internet search hosting for five (5) years in the amount of $43,200 to be billed annually.

Resolution maintenance and support contract provides Information Technology the ability to obtain the latest updates and patches to the software as well software support 24x7 on behalf of the Recorder's Office. The result is a more functional and dependable computing environment for the Recorder's Office.

Budget dollars are available in the Information Technology Department operational budget to fund the costs of this contract.

Notes:
- Resolution license maintenance, support, and search hosting costs were $43,200 in FY'17 and FY'18.

Cc: Rita Vargas, County Recorder
        Sherlyn Huber, County Deputy Recorder
        Sara Skelton, Recorder's Office Administrator

cott systems

Contract for

Renewal Services

Rita Vargas, County Recorder
Scott County, Iowa

Resolution₃
LAND RECORDS MANAGEMENT

May 9, 2018

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 Scott County, Iowa ("Customer").

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

TERMS AND CONDITIONS

1. **Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.

2. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.

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

thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

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

5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.

6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.

7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.

8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master

Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

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

10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.

11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.

12. **Governing Law**. The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.

13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT**. Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurnishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability. IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s)s. No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.

18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement

will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.

20. **Non-Solicitation.**   Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

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

Scott County, Iowa
(County, Parish, Town)

COTT SYSTEMS, INC.   **CUSTOMER**

Deborah A. Ball   5/9/2018
(Signature)   (Date)   (Signature)   (Date)

Deborah A. Ball
(Print Name)   (Print Name)

Chief Executive Officer
(Print Title)   (Print Title)

(Attest)   (Attest)

Customer acknowledgement also required on additional page(s.)

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

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

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

SOFTWARE LICENSE AND SOFTWARE ASSURANCE ADDENDUM

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Scott County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

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 including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified. The Software may be used solely on the server(s) and that number of associated workstations specified, at the primary Customer location. 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 primary Customer location. 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. **Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in "Customer Support Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described. 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 updates to the <u>current</u> version of our software which may contain "bug fixes" and/or increase the speed, efficiency or ease of operation of the Software. Any hardware or equipment upgrades that are necessary in order to install and run the updates 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 updates as defined herein.

3. **Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified. In the absence of such upfront 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 <u>prorated</u> and will be invoiced on the Go-Live Date.

4. **Training.** Cott will provide training on the operation of the Software as specified. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and live webinar 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. 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. Cott will notify Customer of any additional charges.

5. **Warranty.** Cott warrants that the Software will perform as intended 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.

6. **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.**

7. **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.

8. **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.

9. **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.

10. **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 any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

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

HOSTED (INTERNET) SEARCH ADDENDUM

This **Hosted (Internet) Search Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Software Services Schedule** ("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. **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 Software Services Schedule. 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 in the Software Services Schedule (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 <u>INFORMATION</u> DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. <u>EXCEPT AS SPECIFICALLY SET FORTH HEREIN</u>, 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, <u>EXCEPT AS SPECIFICALLY SET FORTH HEREIN</u>, 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.

11. **Capacity of the Service.** The Service will be housed on servers and other equipment controlled and maintained by Cott (the "Hosted System"). The Capacity of the Service provided to Customer in this Addendum is impacted by a number of "Storage Factors" such as: the number of users, annual filing volume, number of instruments, images, and number of Customer database transactions. If at any time Cott determines Customer has exceeded the Capacity of the Service by an increase in Storage Factors, Cott reserves the right to increase Customer's fee accordingly. Cott will inform Customer of the price increase prior to issuing an invoice.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Fees.** Cost of the Service ("Fees") during the Term are specified on the Software Services Schedule. Ongoing Monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. 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 in the Software Services Schedule within ninety (90) calendar days of the initial Go-Live Date.

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: _____

SOFTWARE SERVICES SCHEDULE

For **Rita Vargas, County Recorder, Scott County, Iowa**
Prepared on **May 9, 2018**

Cott providing the following:

Records Management System	**Resolution₃** LAND RECORDS MANAGEMENT	*Software Services*
	Renewal	

| **Modules:**
Fees
Indexing
Imaging | **User Licenses:**
12 users
5 search

Estimated Annual Filing Volume:
37,300 Instruments
157,760 Images

35 GB per year
243 GB total in use | **Services included:**
State Portal –transmit data to Iowa Land Records Portal

Hosted (Internet) Search |

Deployment: Local Deployment.

Assumptions and Requirements

- Customer has a right to use **Resolution3** software for term specified.
- Customer will continue to designate one point of contact in their office to communicate information to Cott.
- 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, upon implementation and through service period.
- *Authorized access to Cott systems products (excluding eSearch) is limited to Scott County, Iowa employees, no access may be granted to 3ʳᵈ party suppliers.*
- It is essential that hardware and network software align with Cott's Suggested Specifications.
- Cott Customer Support requests will be addressed as defined in Cott's Customer Support Exhibit.

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 enhance the ease of operation for you and your staff.

Hardware – No hardware provisions by Cott are included in this offering.

Lease Fees | Schedule of Payment | Service Term 60   **$43,200 / <u>annually</u>**

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

TERM: the new sixty (60) month contract term is effective from 7/1/2018 through 6/30/2023.

Customer to provide the following:

Broadband High Speed Access
Hardware/Network Software

X Customer Acknowledgement: _____Date: _____

NOTE: Projects were priced for Scott County, Iowa in recent years. The detail provided here can be used as a reference for estimating monthly fees for adding and hosting additional instruments and images for back scanning efforts the Customer plans to undertake.

Size	Estimated Fees	Project Scope

20 GB	$5/mo.	Online Index Books Project for General Index
		   65,905 estimated images, Recorder, 1838-1930
		   46,390 estimated images, Auditor, 1836-2004
		Backfile Project for Military Discharges
		   32,500 estimated images, Recorder

125 GB	$35/mo.	Online Index Books Project for Deeds & Mortgages, etc., 1,544,245 estimated images, Recorder, 1971-1988

SPECIFICATION SHEET* - LARGE OFFICE (15+)

Minimum Requirements

DB Server
Quad Core Intel® Xeon®, 2GHz+
16GB RAM
Storage to accommodate 4 years+ growth
Windows Server 2008R2/2012/2012R2 (Correct # of Cals)

Web Server
Quad Core Intel® Xeon®, 2.0+GHz,
Windows Server 2008R2/2012/2012R2
8GB RAM

Workstations
Intel Celeron Processor 2.0 GHz+
4GB RAM
Windows 10 Professional
20" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations
Intel Celeron Processor 2.0 GHz+
4GB RAM
Windows 10 Professional
22" & 20" Widescreen Monitors w/Adjustable Stand
256MB, Dual Monitor Graphics Chipset/Card

Search Stations
Intel Celeron Processor 2.0 GHz+
4GB RAM
Windows 10 Professional
22" Widescreen Monitor w/Adjustable Stand

Recommended (if different from Minimum)

DB Server
6 Core Intel® Xeon®, 2.4GHz+
32GB RAM

Web Server

16GB RAM

Workstations
Intel Core i5 3GHz+
8GB RAM

22" Widescreen Monitor w/Adjustable Stand

Dual Monitor Workstations
Intel Core i5 3GHz+
8GB RAM

Search Stations
Intel Core i3 2.4GHz+

24" Widescreen Monitor w/Adjustable Stand

Third Party Software‡

Database Software
Microsoft SQL Server
2008R2 or newer – Client Access Licenses
2008R2 or newer – Core Licensing (req. minimum 4 core licenses)

Database Software
Microsoft SQL Server
2014
2014

Peripheral Devices

Printers	**Scanners**	**Specialty Fee Devices†**
High capacity:	*ADF:*	*Label Printer:*
DELL S5830dn	Fujitsu fi-7160	Zebra GX430t - GX43-102510-000 (spare recommended)
512mb RAM min	Fujitsu fi-7600	
550 sheet paper tray		
	ADF + flatbed:	*Receipt Printer:*
		Epson TM-H6000IV – C31CB25902 (must be USB)
Low capacity:	Fujitsu fi-7260	
Dell B3460dn	Fujitsu fi-7700	*Cash Drawer:*
512mb RAM min		APG Cash Drawer – JB320BL1816 (requires receipt printer)
550 sheet paper tray (optional)		APG USB Cash Drawer

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

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

‡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.

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.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

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

Contacting Customer Support

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

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
    - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
    - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email**: **support@cottsystems.com**
    - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

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

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

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

- **President**
Mark Hellbusch
Office: 800-234-COTT, Ext. 251
Email: mhellbusch@cottsystems.com

- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Customer Support Service Levels

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

Definition of Terms:

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

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

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

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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

May 31, 2018

APPROVING COTT RESOLUTION MAINTENANCE, SUPPORT, AND HOSTING CONTRACT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1.   The authority of the County Recorder to sign a five (5) year contract with Cott Systems in an amount not to exceed $43,200 annually for Resolution maintenance and support as well as Internet search hosting is hereby approved.

Section 2.   This resolution shall take effect immediately.