



Contract for

# Resolution3 Hosted Services Renewal

Canton, Connecticut

Tracy Morrocco, Town Clerk

October 13, 2023

The logo for Resolution3 Land Records Management. It features the word "Resolution3" in a large, white, sans-serif font, with the "3" being significantly larger than the other characters. Below this, the words "LAND RECORDS MANAGEMENT" are written in a smaller, white, all-caps sans-serif font, separated from the word above by a thin white horizontal line.

Resolution3  
LAND RECORDS MANAGEMENT

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





## MASTER AGREEMENT FOR PRODUCTS AND SERVICES

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

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

### **TERMS AND CONDITIONS**

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part

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

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** “Confidential Information” means any object code and machine-readable copies of any Cott software, written materials (“Documentation”), information, specifications, trade secrets, viewable pages, screen shots or other images of the “Service” (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott’s prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer’s use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** 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 refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
14. **Limitation of Liability. IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN**

**ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, cyber criminal acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; and d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

**Material Breach by Cott.** Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay fees accrued or sums due and remaining unpaid under the Addendum.

17. **Early Termination.** Customer may terminate an Addendum by providing sixty (60) 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 sixty (60) 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 sixty (60) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed and written notification of non-renewal has not been provided prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

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

**Canton, Connecticut**

(County, Parish, Town)

**COTT SYSTEMS, INC.**

Deborah A. Ball 10-13-2023  
(Signature)

Deborah A. Ball

**Chief Executive Officer**

Patricia Green  
(Initials)  
(Artist)



**CUSTOMER**

Tracy Morocco  
Tracy Morocco

Customer acknowledgement 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](mailto:contracts@cottsystems.com)**

**A Note Regarding COVID-19**

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Work by Cott team members, including though not limited to applicable travel and on-site work, or third party providers of equipment, may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

## RESOLUTION3 HOSTED SERVICES ADDENDUM

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

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the “Service”). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the “Limitations on Use”). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the “Documentation”).
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the “Customer Link”) in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer’s office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer’s data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer’s website customary terms of use applying to Customer’s end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer’s End-Users.** Customer will support all queries and training required by Customer’s end-users. Customer’s end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer’s system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer’s system. Cott and Customer agree that end-users are not

permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 95% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. 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) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service. This includes running an optimization procedure on each hosted station to increase operational efficiencies and performance.



11. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
12. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
13. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
14. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
15. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.
16. **Fees.** Cost of the Service ("Fees") during the Term are specified. Ongoing Monthly Fees will begin on the first (1<sup>st</sup>) of the month following the date the Service is active ("Go-Live Date") and then will be

subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and, in the event, not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.

17. **Increase in Storage Capacity.** Customer acknowledges that the Customer's fees are based, in part, on the number of instruments, images, transactions in the databases, the number of Cott software products in place and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors or if bandwidth should be upgraded to accommodate the Hosted System, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum.

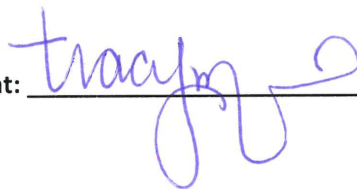
X Customer Acknowledgement: tracy m [signature] Date: 10/13/2023

## ADDENDUM FOR MICROFILM CREATION SERVICES

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

1. **Service.** Cott will produce 16mm microfilm of record book images/pages as specified (the “Service”).
2. **Source.** The source of images is single page files, whereby each page of the recorded document is equal to one (1) file. While Cott will use reasonable efforts to produce quality microfilm, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
3. **Term.** This Addendum will begin when it is signed (“Executed”) by Customer and be binding for the full period the Service is active (“Term”).
4. **Fees.** Fees are based on the actual quantity of images processed and a per image or per page fee as specified. Microfilm creation services will be invoiced on the first (1<sup>st</sup>) day of the calendar month and will reflect actual microfilm created the previous month.
5. **Security, Data Protection.** Cott will implement and maintain reasonable procedures for handling the media and microfilm. Although Cott will implement reasonable procedures to prevent unauthorized access to private or protected data contained within the media or microfilm, Customer acknowledges that it is impossible to completely eliminate risk due to the public nature of transporting the media or microfilm. Customer acknowledges that microfilm is susceptible to naturally occurring degradation in quality and readability over time.
6. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF MICROFILM. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MICROFILM AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE MICROFILM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Standard Terms.** Cott’s Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

X Customer Acknowledgement:



Date: 10/13/2023

## RECORDHUB SERVICE ADDENDUM

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

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

### **TERMS AND CONDITIONS**

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

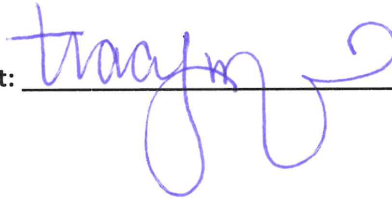
in connection with the use of Customer's system. Cott Systems and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott Systems cannot control or eliminate such activity though does take reasonable steps to monitor against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

4. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott Systems and Customer agree that Cott Systems is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott Systems will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott Systems the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service and any advertising or associated marketing materials. Customer grants Cott Systems a worldwide right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott Systems.
5. **Disclaimer of Warranty. RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.**
6. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 95% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.

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

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

X Customer Acknowledgement:



Date:

10/13/2023

## RESOLUTION3 HOSTED SERVICES RENEWAL ORDER SUMMARY

**RENEWAL TERM: 7/1/2024 THROUGH 6/30/2029**

<p><b>Modules:</b> Fees Indexing Imaging</p> <p><b>User Licenses:</b> 3 users 1 search</p>	<p><b>Annual Filing Volume (Storage Factors):</b> 1,955 Instruments 6,820 Images</p> <p><b>Total Volume (Storage Factors):</b> 145,735 Instruments 427,740 Images 33 GB</p>	<p><b>Services Included:</b> RECORDhub eCommerce Gateway eRecording Toby Trax Animal Control Search</p> <p><b>Priced separately –see fee page</b> Microfilm Creation eVerify</p>
<p><b>Deployment.</b> Hosted Deployment.</p>		
<p><b>Hardware.</b> No hardware provisions by Cott are included in this offering.</p>		
<p><b>Assumptions and Requirements</b></p> <ul style="list-style-type: none"> <li>• Customer has a right to use <b>Hosted Resolution3</b> software for term specified.</li> <li>• Customer will continue to designate one point of contact in their office to communicate information to Cott.</li> <li>• Customer’s proper use of software and compliance to all operating instructions.</li> <li>• Customer is responsible for data entry standards or rules.</li> <li>• Grade of internet connection at the Customer site and its degree of dedication to Cott product(s) affects the overall performance.</li> <li>• <i>Authorized access to Cott systems products is limited to <u>Canton, Connecticut</u> employees, no access may be granted to third-party suppliers.</i></li> <li>• Cott assumes scanner settings of 200-300 DPI for black &amp; white compressed images and annual filing volume based on day forward recordings.</li> </ul> <p><b>As it relates to Microfilm Creation (16mm):</b></p> <ul style="list-style-type: none"> <li>• Images are assumed to be not larger than 8 ½” by 17”, and file size not larger than 2.7 MB.</li> <li>• Images received by Cott need to be of usable quality, in single page .TIF (preferred) or .PDF format, where each recorded page is equal to one (1) .TIF or one (1) .PDF file.</li> <li>• Cott will track the Customer’s images from receipt to return.</li> <li>• The microfilm creation is calculated on a per-image basis on the actual number of images processed.</li> <li>• Our standard duplication process is diazo vs. a silver copy.</li> <li>• Cott's film laboratory is regularly tested for quality by Eastman Park Micrographics.</li> <li>• We follow Property Records Industry Association (PRIA) guidelines for microfilm creation.</li> <li>• Includes shipping to your site.</li> </ul>		



**As it relates to eVerify:**

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

**As it relates to eRecording:**

- Training for submitter(s) is provided by eRecording Vendor(s) or Delivery Agent(s), not Cott.
- Customer provides firewall, security and broadband high-speed internet access.
- Customer provides Dual monitors or large single monitors using AGP 8x graphic video card or equivalent.
- Memorandum of Understanding (MOU) outlining document types for eRecording must be agreed upon by Customer and eRecording Vendor(s) or Delivery Agent(s).

**RECORDhub** eCommerce Gateway to continue.

1. **Software Application Access.** Hosted Resolution3.
2. **Image Print Revenue for Pay to Print Subscription Plan.**
  - One dollar (\$1.00) per page. Disburse to Customer.
  - One dollar (\$1.00) per page to Cott.
3. **Image Print Revenue for other subscription plans.**
  - One dollar and twenty-five cents (\$1.25) per page. Disburse to Customer.
4. **Subscription Revenue.**
  - One hundred percent (100%) to Cott.
5. **Payment to Customer.** Monthly.
6. **Banking Charges.** Applies to change or return notifications. \$10 each occurrence.

**Software Assurance**

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

**Lease Fees | Schedule of Payments | Service Term 60****\$ 820 / mo.**

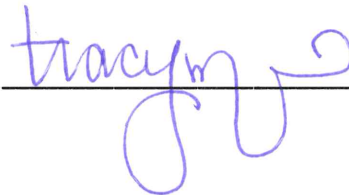
**TERM:** the new sixty (60) month contract term is effective from 7/1/2024 through 6/30/2029.

**In addition to above stated fees:**

- **Microfilm Creation Services** will begin to be invoiced separately at new rate of \$0.0675/image, for the actual quantity of images processed the previous month; based on estimated 6,400 images per year, equates to approximately \$36/mo.
- **eVerify Services** will be invoiced at new rate of \$0.52/instrument, for the actual quantity of instruments processed; based on an estimated 1,500 instruments per year, equates to approximately \$65/mo.

**Customer to provide the following:**

- Broadband High Speed Access
- Hardware/Network Software –and associated support of hardware

**X Customer Acknowledgement:****Date:** 10/13/2023

**EXHIBIT FOR RECORDhub SUBSCRIPTIONS AND RATES**

Subscription Plan	Subscription Fee	View Image Rate	Print / Download Image Rate	For # of Pages	Per Index Search Rate	Print / Download Search Result Rate
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**Town Residents**

Pay to Print	\$0	\$0	\$2.00		\$0	\$0
Daily	\$6.50	\$0	\$1.00		\$0	\$0
Monthly	\$25.00	\$0	\$1.00	each	\$0	\$0
6-Month	\$125.00	\$0	\$1.00	page	\$0	\$0
Annual	\$200.00	\$0	\$1.00		\$0	\$0

**Non-Town Residents**

Pay to Print	\$0	\$0	\$2.00		\$0	\$0
Daily	\$7.50	\$0	\$1.00		\$0	\$0
Monthly	\$25.00	\$0	\$1.00	each	\$0	\$0
6-Month	\$125.00	\$0	\$1.00	page	\$0	\$0
Annual	\$200.00	\$0	\$1.00		\$0	\$0

**Free Secure Subscription for Other Government Users**

Unlimited Government	\$0	\$0	\$0	each page	\$0	\$0
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X Customer Acknowledgement:

*Tracy M. [Signature]*

Date:

10/13/2023

## SPECIFICATION SHEET

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

### Minimum Requirements

#### **Workstations**

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

#### **Dual Monitor Workstations**

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

#### **Search Stations**

Intel Celeron Processor 2.0 GHz  
Solid State Drive  
4GB RAM  
24" Widescreen Monitor w/Adjustable Stand

### Network Infrastructure - Not provided by Cott

#### **Broadband High-Speed Access**

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

#### **Firewall**

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

#### **Network Switch**

Unmanaged Gigabit Switch

### Recommended

#### **Workstations**

Intel Core i5 3GHz  
Solid State Drive  
16GB RAM  
22" Widescreen Monitor w/Adjustable Stand

#### **Dual Monitor Workstations**

Intel Core i5 3 GHz  
Solid State Drive  
16GB RAM  
22" & 20" Widescreen Monitors w/Adjustable Stand  
256MB, Dual Monitor Graphics Chipset/Card

**Search Stations**

Intel Celeron Processor 2.0 GHz  
Solid State Drive  
8GB RAM  
24" Widescreen Monitor w/Adjustable Stand

**Network Infrastructure - Not provided by Cott****Broadband High-Speed Access**

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

**Firewall**

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

**Network Switch**

Managed Gigabit Switch

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

**Peripheral Devices****Printers\*\*****High capacity:**

HP LaserJet M611dn

**Low capacity:**

HP LaserJet M406dn

**Scanners****ADF:**

Fujitsu fi-8170 – Max paper size 8 ½ x 14 (Legal)  
Fujitsu fi-7600 – Max paper size 11 x 17 (Ledger)

**ADF + flatbed:**

Fujitsu fi-8270 – Max paper size 8 ½ x 14 (Legal)  
Fujitsu fi-7700 – Max paper size 11 x 17 (Ledger)

**Specialty Fee Devices†****Label Printer:**

Zebra ZD421 - ZD4A043-301M00EZ (300 dpi model) (spare recommended)  
Zebra ZD620  
Zebra ZD621

**Receipt Printer:**

Epson TM-H6000V (must be USB) - C31CG62054 (printer)/ PS-180 (power supply)

Receipt Printer w/Check Scanner:

Epson TM-S9000MJ

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

Cash Drawer:

APG Cash Drawer – JB320BL1816 (requires receipt printer)

**\*All peripherals have been tested in a physical environment with direct connection via USB or network IP address. We do not test or support peripherals in a virtual PC environment or as network shared peripherals.**

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

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

Operating Systems

Windows

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

Windows 11 Professional 64-bit – Supported until 10/8/2024

Third Party Software\*

Citrix Workspace

**Remote Access Software** – for server access/management  
Connectwise

**AV Software**<sup>†</sup> – known to work and not interfere with Cott applications  
SOPHOS Antivirus  
Symantec Endpoint Protection

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

**†Please consult with Cott about configuration for file exclusions to prevent Cott software performance issues.**

## SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

### Service Level Commitment

Cott Systems commits to provide 95% uptime with respect to the Customer's Service during each quarter 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
- Unexpected interruption due to an unauthorized third party intrusion
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

### Scheduled and Unscheduled Maintenance

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

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

### Updates and Notices

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

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

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

### Services Cott Provides

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

### Services Customer Provides

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



## CUSTOMER SUPPORT EXHIBIT

### Customer Support Structure

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

### Contacting Customer Support

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

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

### Escalation Procedures

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

- **Senior Manager, Customer Experience**  
Carrie Williams  
Office: 800-234-COTT, Ext. 365  
Email: [cwilliams@cottsystems.com](mailto:cwilliams@cottsystems.com)

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

- **COO**  
Drew K. Sheppard  
Office: 800-234-COTT, Ext. 251  
Email: [dsheppard@cottsystems.com](mailto:dsheppard@cottsystems.com)
- **CEO**  
Deborah Ball  
Office: 800-234-COTT, Ext. 255  
Email: [dball@cottsystems.com](mailto:dball@cottsystems.com)

