



Master Agreement for Products and Services

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

Products and Services Ordered Under This Agreement

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

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

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

Macoupin County IL

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball 7/30/2015
 (Signature) (Date)

 (Signature) (Date)

Deborah A. Ball
 (Print Name)

 (Print Name)

Chief Executive Officer
 (Print Title)

 (Print Title)

Jane E. Miller
 (Attest)

 (Attest)

Customer acknowledgement also required on page(s) 17, 22 & 24.

PLEASE NOTE: The pricing in this offer is valid through 1/30/2016. After this date, this offer will be priced at the then current rate and will be subject to current costs equal to +/- 10%

Please digitally sign or print and sign original copy/copies for your records. Once contract is signed, please email or fax the entire contract to Cott. To: **Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com**

TERMS AND CONDITIONS

- 1. Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
- 2. Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
- 3. Limitation of Liability.** **IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
- 4. Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.
- 5. Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
- 6. Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.
- 7. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 8. Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.
- 9. Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any

rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.

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

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

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

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

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

15. 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 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.

Software License and Software Assurance Addendum

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Online Index Books for Local Deployment with Portal 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. Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
- 2. Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recordation or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remedying program errors as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 3. Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software updates to the current 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.
- 4. Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such 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 prorated and will be invoiced on the Go-Live Date.

After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120)

days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.

5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days' notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
6. **Early Termination of Software Assurance.** Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay one hundred percent (100%) of the sum of the remaining monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.
7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and 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. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.
8. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Software, Cott shall either (i) modify the Software so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Software. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
9. **Warranty.** Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.
10. **Disclaimer of Warranty.** **COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE**

SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

- 11. Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
- 12. Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
- 13. Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
- 14. Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
- 15. End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
- 16. Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

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

Addendum for Backfile Services

This **Addendum for Backfile Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Online Index Books for Local Deployment with Portal Schedule** ("Schedule") and is being executed as an Addendum under Cott's **Master Agreement for Products and Services** in order for Cott to provide the service described herein.

1. **Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified in the Schedule. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
2. **Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing data in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified in the Schedule. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable. If Customer is responsible for providing the original images, additional costs may apply to correct problems with quality.
3. **Inspection and Acceptance.** The date that Cott first makes the Images available on the Customer's base system or to the public will be the "Go-Live Date". Within ten (10) days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the Images including the form, content, searchable data, appearance and functionality of the Images. Unless Cott receives from Customer detailed written notice of deficiencies in the Images within ten (10) business days of the Go-Live Date, Customer will be deemed to have accepted the Images. If Cott receives such notice, Cott shall use its best efforts to correct errors that are attributable to Cott, and Customer agrees to cooperate with and assist Cott in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Images are in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
4. **Fees.** The fees are set forth in the "Fees" and "Payments" sections of the Schedule.
5. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.
7. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books. 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, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. 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 any data input errors.
8. **Disclaimer of Warranty.** **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 DATA MADE 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 DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.**
9. **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 backfile services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

Addendum for Historical Redaction Services

This **Addendum for Historical Redaction Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Online Index Books for Local Deployment with Portal Schedule** ("Schedule"), and is being executed as an exhibit to Cott's **Master Agreement for Products and Services**, in order for Cott to provide the service described herein.

- 1. Service.** Cott will provide a service that utilizes OCR & ICR technology to identify and permanently redact sensitive data element(s), as specified in the attached Schedule. The sensitive information may vary from project to project and the sensitive information will be outlined for up to five data elements for each project, as specified in the Schedule. The redacted images will be imported into Customer's base system for public search purposes.
- 2. Source.** The source of images is single page .TIF files, whereby each page of the recorded document is in a separate .TIF file. One page equals one image. While Cott will use reasonable efforts to produce a quality image after redaction, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
- 3. Go Live.** Cott will make the redacted images ("Images") available for review by Customer at least two (2) days prior to the Go Live Date. The date that Cott first makes the Images available on the Customer's base system or to the public will be the "Go-Live Date". Within seven (7) days after the Go-Live Date, Customer will inspect, approve and accept the Images.
- 4. Fees.** Fees presented in the Schedule are based on an estimated number of images and include a setup fee. Customer acknowledges Cott will invoice Customer for the actual number of images processed and additional fees will apply in the event a) the suitability of more than 10% of the images to be processed comes into question and/or b) if the actual number of images verified exceeds 15% of the total images for project involving one (1) data element. Cott will notify customer in the event additional fees apply.
- 5. Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer the Fees associated with images processed or imported up to the date that Cott receives the notice (even if Go-Live Date has not occurred yet) and 100% of the setup fee.
- 6. Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not disclose, use, release to third parties, remarket or claim ownership of the data.
- 7. Data Presented.** Customer acknowledges that Cott relies on third party software to provide this service. Cott will implement reasonable procedures to redact sensitive data element(s), and provide Customer with a status report on a series of images basis. However, Customer acknowledges that the service may not fully and accurately redact one hundred percent (100%) of the desired data and the actual results may vary depending upon a number of factors, including, but not limit to, poor image quality, or placement, appearance and formation of sensitive data. While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Resolution and/or Verdict, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information.
- 8. Disclaimer of Warranty.** **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 THIS SERVICE OR ITS FUNCTIONALITY, RELIABILITY, ACCURACY OR COMPLETENESS. COTT DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.**
- 9. 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 this Addendum. No action under the Addendum 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.
- 10. Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of 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 redaction services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder.

Addendum for Portal Services

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

- 1. Portal Design.** Cott will establish a website (the "Portal") containing indexed instruments and/or associated images from Customers that participate in the Portal. Cott will have sole authority regarding the design, look and feel of the Portal. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Portal and any advertising or marketing materials associated therewith.
- 2. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. This Addendum will automatically renew for successive three (3) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
- 3. Fees.** Fees for the initial setup and any applicable ACH banking charges will be payable to Cott by Customer. Subscription fees will be payable to Cott by end-users of the Portal and per-page fees will be shared with Customer as described in the Schedule. Cott will have the authority to adjust fees to end-users from time to time but will do so in consultation with Customer.
- 4. Portal Access.** The Portal will be accessible by end-users as described by the Portal site. Cott will use commercially reasonable efforts to ensure that the Portal is operational twenty-four (24) hours a day, except for maintenance and periods of shut-down caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott. Customer will notify Cott if Customer becomes aware of any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Portal.
- 5. Ownership of Design; Content.** Cott and Customer agree that Cott is the owner of the Portal domain name and the overall look, feel and design of the Portal. Customer owns the data associated with the indexed instruments and/or associated images from Customer's base system. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display such data in connection with the Portal services and operation of the Portal. The Portal is hosted on behalf of the Customer by Cott.
- 6. Replication.** Customer acknowledges that ongoing data replication is required to ensure that the data present within the Portal is current and Customer consents to such replication. Replication frequency will be determined by Cott but Cott will endeavor to replicate as close to real time as is reasonably practicable. Customer will arrange for and maintain the high speed connection described in the Schedule between Customer's base system and the Portal that will enable replication. The connection must conform to Cott's specifications. Customer is responsible for installing and maintaining on its network a firewall between the connection and Customer's system and such firewall must meet IPSEC VPN standards. Customer will be responsible for monitoring the firewall.
- 7. End Users.** Use of the Portal will be subject to Terms of Use and other conditions set forth on the site. Cott will provide end-user customer service regarding Portal functionality and use. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal regarding the indexed instruments and/or associated images appearing on the Portal, and accordingly Customer will be the point of contact for all questions from end-users on such matters. The payment processing account or internet merchant account which enables End Users to pay fees or charges incurred in the use of the Portal is provided by an independent vendor (such as Verisign, PayPal). Neither the Customer nor Cott is responsible for the conduct of the vendor including as to the collection, storage or confidentiality of End Users' personally identifiable information. Cott does not store personally identifiable information on its servers.
- 8. Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Portal, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott shall not be responsible or liable for the display or posting of any personally identifiable information including, but not limited to, social security numbers that appear in indexes or recorded documents accessible on or through this Portal. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Portal. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system and, through replication, the Portal. Customer will be responsible for implementing and carrying out such standards and any data input errors.

9. **Indemnity.** Customer agrees to indemnify, defend and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to Customer's failure to comply with this Addendum.
10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED ON THE PORTAL. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE PORTAL, THE INFORMATION DISPLAYED ON THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S OR END-USER REQUIREMENTS.
11. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

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

**Online Index Books for Local Deployment with Portal Schedule
For Pete Duncan, County Clerk and Recorder, Macoupin County IL
Prepared on July 30, 2015**



Cott to provide the following:

Online Index Books with Record Books

Cott Systems will provide the service to receive images of the specified Index Books and Record Books and process them for access via the “Search” feature in Cott’s On Line Index Books application. Unique features within the application will allow users to search manual index book images and associated document images online. Users can search the name using the logic provide by the existing index, be placed on the first page of the index book where that entry resides, then electronically “page” through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.

Index Book Source: Onsite Scanning by Cott

Index Style: Alpha Index

Index Books	Time Frame	Total Images	Sheet Size	Handwritten or Typed	Binder Style	Image Source
General Index to Deeds	1/1/1989 - 12/31/2001	5,200	18 x 15	Handwritten	Loose	Print/Book
	1/1/1976-12/31/1988	5,200	18 x 15		Loose	Print/Book
	5/1/1961 - 12/31/1975	6,000	18 x 15		Loose	Print/Book
	5/1/1951 - 4/30/1961	6,300	18 x 15		Loose	Print/Book
	1/1/1931 - 4/30/1951	5,700	18 x 15		Loose	Print/Book
	1/1/1927 - 1/1/1931	600	17 x 13		2 loose/lam	Print/Book
	11/1/1923 - 12/31/1926	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	4/1/1921 - 11/1/1923	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1919 – 4/1/1921	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1917 - 12/31/1919	600	17 x 13		2 bound	Print/Book
	6/1/1913 – 12/31/1916	600	17 x 13		2 loose/lam	Print/Book
	3/1/1911 – 5/1/1913	600	17 x 13		2 bound	Print/Book
	1/1/1909 - 12/31/1911	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1907 - 12/31/1908	600	17 x 13		2 bound	Print/Book
	1/1/1905 - 12/31/1906	600	17 x 13		2 bound	Print/Book

Online Index Books for Local Deployment with Portal Schedule (continued)

Index Books	Time Frame	Total Images	Sheet Size	Handwritten or Typed	Binder Style	Image Source
General Index to Deeds	6/1/1903 - 12/31/1904	600	17 x 13	Handwritten	2 bound	Print/Book
	1/1/1901 - 5/31/1903	600	17 x 13		2 bound	Print/Book
	1/1/1898 - 12/31/1900	600	17 x 13		2 bound	Print/Book
	1/1/1895 - 12/31/1897	600	17 x 13		2 bound	Print/Book
	1/1/1892 - 12/3/1894	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1889 - 12/31/1891	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1886 - 12/31/1888	600	17 x 13		2 loose/lam	Print/Book
	1/1/1883 - 12/31/1885	600	17 x 13		2 bound	Print/Book
	1/1/1880 - 12/31/1882	600	17 x 13		2 bound	Print/Book
	1/1/1877 - 12/31/1879	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1874 - 12/31/1876	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1869 - 12/31/1873	600	17 x 13		2 loose/lam	Print/Book
	1/1/1866 - 12/31/1868	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	1/1/1864 - 12/31/1865	600	17 x 13		2 bound	Print/Book
	1/1/1858 - 12/31/1863	600	17 x 13		2 bound	Print/Book
	1/1/1852 - 12/31/1857	600	17 x 13		1 loose/lam, 1 bound	Print/Book
	8/27/1829 - 12/31/1851	600	17 x 13		2 bound	Print/Book
Index to Real Estate Mortgages	6/1/1997 - 12/31/2001	3,200	18 x 15		Loose	Print/Book
	6/1/1993 - 6/1/1997	3,200	18 x 15		Loose	Print/Book
	1/1/1987 - 6/1/1993	3,200	18 x 15		Loose	Print/Book
	1/1/1977 - 12/31/1986	3,200	18 x 15		Loose	Print/Book
	1/1/1968 - 12/31/1976	3,200	18 x 15		Loose	Print/Book
	1/1/1954 - 12/31/1967	3,200	18 x 15		Loose	Print/Book
	1/1/1932 - 12/31/1953	3,200	18 x 15		Loose	Print/Book

Total Estimated Index Images: 67,000


*8/27/1829 thru 1/1/1931 Left hand page and right hand page to be delivered as one page.

Online Index Books for Local Deployment with Portal Schedule (continued)

Record Books: Onsite Scanning by Cott and Customer provided microfilm

Record Books	Book Range	Date Range	Total Images	Source of Images	Sheet size	Binder Type	Bound or Loose Leaf
Record Book	1 thru 1283	June 1985 thru Dec. 2001	449,050	Roll film	11 x 8 1/2	BRC Compac	loose
Mortgage Books	A thru Z, AA thru ZZ, BB thru GX & 222 thru 949	Beginning to June 1985	10,400	hardcopy	9 x 15	Hard Cover	Loose
Deed Books			300,950	hardcopy	9 x 15	Hard Cover	Loose
Release Books			134,550	hardcopy	14 x 8 1/2	Hard Cover	Loose
Miscellaneous Records			87,100	hardcopy	16 3/4 x 11	Hard Cover	Bound
Oil and Gas			65,650	hardcopy	16 3/4 x 11	Hard Cover	Loose
Others			11,050	hardcopy	9" W x 15"L	Hard Cover	Loose

Total Estimated Record Book Images: 1,058,750

<p>Cott Online Index Books</p>  <p><i>Software & Support Services Locally Deployed on County Server</i></p> <p><i>Portal for Online Index Books for Searching</i></p>	
<p>Project Scope: OIB software, building index book logic, onsite scanning, Customer provided microfilm and quality control, implementation of software, software training, and software assurance & support</p>	<p>User Licenses unlimited search, perpetual rights to use software after initial term</p>
<p>GB of Images – this project will yield approximately 116 GB worth of images</p>	<p>Training – includes 1 hour of live webinar training/Go-Live Support for OIB</p>

Online Index Books for Local Deployment with Portal Schedule (continued)

Major Project Steps	About the Project Steps
Scanning	Cott will assign project team, review and complete scope of work details, capture images based on OIB search strategy, track media
Resynch (naming images) Quality Control	Cott will review the images for quality, rescan unacceptable images while on-site, name images based on OIB search strategy, report missing images
Digitizing film Index Logic Build Project Management Testing	Project team determines index build strategy, which is unique to each index book series, creates alpha units, divisions and subdivision, types setouts, tests each index build from a search perspective
OIB Software Setup & Import	Cott software will manage the index books; Cott will install new index series to software program, load index book images, load record book images.
Access Permissions	Review and setup of data/image access permissions.
OIB Software Support	Software update, Customer Support

Historical Redaction Services for Record Book Images

Cott will provide a service that combines the use of Optical Character Recognition (OCR) and Intelligent Character Recognition (ICR) technology and manual verification to identify and permanently redact sensitive data element(s). The redacted images will be imported into Customer’s base system for public search purposes.

Data Element(s) To Be Redacted	Images To Be Redacted	Images Verified
SSN (full)	Images: 820,200 GB of Images: 51 GB Book Page Range: 379/1-1283/P350 Date Range: 1936-2001	Max of 15%

Project Management

To provide a smooth and seamless implementation of this project, Cott Systems will assign a Project Coordinator. The Project Coordinator will receive the evaluation of the project details gathered to date. A project team will determine the additional information needed to complete your project.

A copy of the images in scope will be sent to our Data and Image Services experts. Once in their hands, your images will be processed using OCR and ICR technology. Based on a rigorously tested rule set and configured to your state’s trends, clues are identified and sensitive information is flagged for redaction. Our verification clerks will review 100% of all flagged images one by one and either accept or reject the suggested

Online Index Books for Local Deployment with Portal Schedule (continued)

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

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

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

Data Access Permissions
<p>Please check below the appropriate data access permissions:</p> <p><input type="checkbox"/> Staff Only.</p> <p><input type="checkbox"/> In office public search stations.</p> <p><input type="checkbox"/> County offices such as Auditor’s office.</p> <p><input type="checkbox"/> Any internet users.</p> <p><input type="checkbox"/> Other, please explain: _____</p> <p>_____</p>

Online Index Books for Local Deployment with Portal Schedule (continued)

Assumptions & Requirements for Online Index Books

- Customer is granted a perpetual right and license to use the Online Index Books software.
- The import software program is for this project's use and shall expire upon completion of this project.
- Source documents provided and utilized by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- Images provided to the Customer by Cott will be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files at 200 x 200 DPI.
- Naming convention for images will be five digits for the book number, five digits for the page number, three digits for the addendum page number and zero-filled.
Example: Book 25, Page 113A 00025\00113001.TIF
 bbbbbb\pppppaaa.tif
- Cott will track the Customer's media/images from receipt to return.
- When source documents are hard copy books, Customer must assign page numbers (1, 2, 3, 4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
- Cott will send a team on-site to the customer's location to gather images utilizing Cott's On-site Scanning Process. Customer books may be disassembled then re-assembled to obtain pages for scanning.
- Cott will provide Quality Control for sequencing, and naming of images to match the actual page numbers on the documents.
- If applicable, a Missing Page Report will be provided in the event missing pages are encountered.
- Upon starting the project, updates will be given to the Customer until the project is completed.
- Cott will utilize digitizing settings that apply to the largest majority of the images during the data capture process.
- Customer will be responsible for providing all hardware necessary for system deployment.
- Digital images will be produced using the source documents in the customer's office. Image quality and readability will be directly dependent on the quality of the source documents. If substandard images are encountered during the scanning process, Cott will contact the customer and offer alternatives to improve quality and readability. Alternatives involving additional expense to the customer will be reviewed and implemented only with proper Customer approval.
- Digital images will be produced using microfilm provided by the customer and will directly affect the image quality and readability. If substandard images are encountered during the scanning process, Cott will contact the customer and offer alternatives to improve quality and readability. Alternatives involving additional expense to the customer will be reviewed and implemented only with proper Customer approval.

Online Index Books for Local Deployment with Portal Schedule (continued)

Assumptions and Requirements for Historical Redaction

- Customer identifies one point of contact in their office to communicate information to Cott as it relates to this service offering.
- A high speed connection is setup by the Customer for Cott to access Customer's Base System. If a high speed connection is prohibited, a dial up connection may serve as a substitute though delays may result.
- Images provided by the Customer are assumed to be of suitable quality, and are complete.
- Images provided to Cott in single page .TIF files, where each recorded page is in a separate .TIF file. One page equals one image.
- Cott will track the customer's media/images from receipt to return.
- Cott and Customer will join efforts to establish a good sample of images for the project so that characteristics of the data elements such as unique placement, appearance and formation are identified.
- Sample images need to contain as many variations of the data elements as possible; a minimum of 2,000 images are needed within the sample.
- Redaction rules are dependent upon the sufficiency of the sample of images established with regard to identifying such characteristics.
- Redaction project results are dependent upon the redaction rules established.
- 100% of the images within the project scope will be processed.
- The entire data element to be redacted, as opposed to redaction of only a portion of the data element.
- Cott will notify Customer if the suitability of image(s) comes into question during OCR/ICR process, and if more than 10% of the images require reprocessing.
- Images larger than 8400 x 8400 pixels will not be accepted in the OCR process. For example, large size plats.
- Projects to redact one data element such as Social Security numbers are estimated not to require verification of more than 15% of the total images processed.
- If Customer's redaction needs or requirements change after this project is completed, regardless of whether the change is legislation related or not, additional per images charges would apply. Cott would advise customer of additional per images charges.
- Customer is responsible for keeping track of any change(s) made to images between the time the images go to Cott for processing and when redacted images are delivered to the Customer. Once redacted images are imported, Customer will need to modify the redacted images with any tracked change(s).

Online Index Books for Local Deployment with Portal Schedule (continued)

Assumptions and Requirements for Portal

Software, Data

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

User, Certificate, Account

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

Internet Connection

- A high speed connection is to be established at Customer site by the Customer.
- Recommended connection speed is 3 Mbps down, 768 Kbps up, minimum requirements are 1.5 Mbps down, 512 Kbps up; minimum requirements are subject to change.
- The grade of internet connection at the customer site and its degree of dedication to Cott product(s) affects the overall replication performance, at the time of implementation and throughout the service period.
- A firewall at customer site is recommended for added security.
- Customer is responsible for antivirus protection on stations that update the portal with index data and/or images.
- Customer is responsible for establishing link from Customer website to Cott Portal.

Subscription / Service Fees

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

Online Index Books for Local Deployment with Portal Schedule (continued)

Assumptions and Requirements for Portal (continued)

Support

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

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

Online Index Books for Local Deployment with Portal Schedule (continued)

Portal Service: Initial Term: 36 months

Fees One time setup fee invoiced upon receipt of signed contract **\$200**

Schedule of Payments Monthly Payment to Customer \$1.00 per page ^{1 2}

¹ The \$1.00 per page is charged for each page downloaded by the end-user. The monthly payment to the Customer will be issued by the 15th business day of each month and will reflect activity from the previous month.

² A fee of \$10.00 will apply to any ACH change or return notification received by Cott to cover bank fees. This fee will be deducted from the next Monthly Payment to Customer.

Name of Financial Institution: _____

Name of Account: _____

Routing #: _____

Account #: _____

Email Address: _____
 [for receipt of EFT notices]

Termination:

The Portal Service is automatically renewed for successive three (3) year periods. The Portal Service will terminate upon: 1) Customer is no longer using a supported version of Cott’s Resolution or **resolution3** software in Customer’s office, or, 2) Customer elects to remove their index and/or images from the Portal by providing written notice to Cott. In either case, Cott will be given written notice with no less than 30 days to comply. Customer is entitled to receive payment for pages downloaded by the end-user through date of service termination.

NOTE: Index Data and Images is the default view on the Portal. If you would like only your index data to be available, please checkmark box below:

Index Data only.

Online Index Books for Local Deployment with Portal Schedule (continued)

Fees | Initial Support/Service Term 36 months

\$281,650 ¹ and \$125/mo

¹ Estimated Project Fee is based in part on:

The initial estimated number of images, which was prepared based on information gathered by Cott from the Customer's system. If the actual number of images processed or reprocessed is less than the estimate, the Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed or reprocessed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify the Customer of any additional charges.

The suitability of images recognized by the OCR/ICR process for Redaction. If the suitability of more than 10% of the images to be processed comes into question, the project is subject to an additional fee for reprocessing efforts that will be the responsibility of the Customer. Suitability can be influenced by several image quality factors, including, but not limited to, gray scale, and speckling. Cott will notify the Customer of any additional charges and will not proceed with additional processing without the written authorization of the Customer. The fee for reprocessing would apply for every image over 10% of the number of images to be processed. For example, if 100,000 images were processed and 15,000 needs reprocessed, Cott will charge for 5,000 images.

Flagging of the images for Redaction. The number of images flagged for verification cannot be accurately predicted ahead of the actual processing of Customer's actual images. For projects where there is one data element, and if the actual number of images flagged for verification exceeds 15% of the total images processed, or for projects where there are from 2 up to 5 data elements, and the actual number of images flagged for verification exceeds 22%, an additional verification fee will be the responsibility of the Customer. As Cott processes images, Cott will notify the Customer if actual processing reveals an additional verification fee is likely. Once the last portion of images is verified, Cott will notify the customer of any additional verification fee. The fee for additional verification would be apply for every image beyond the respective 15% and 22%. For example, if 100,000 images for redaction of one data element were processed and 25,000 need verified, Cott will charge for 10,000 images.

While OCR and ICR technology are very effective, there are times, such as with signatures written over top of typed SSN that will reduce the effectiveness of the redaction process. While these scenarios are rare, they do occur and reduce the ability to capture 100% of the sensitive information; poor image quality, or placement, appearance and formation of sensitive data also play an essential role in the ability to capture sensitive information.

Online Index Books for Local Deployment with Portal Schedule (continued)

Schedule of Payments	Invoice upon receipt of signed contract	\$140,825
	Due upon subsequent invoices	\$140,825 ²
	Invoice upon Go-Live Date (deployment)	\$125/mo ³

² Cott will issue subsequent invoice(s) until the project is complete. Invoice(s) will be issued to reflect the actual number of images processed by Cott for the previous month. Invoice(s) may also be issued for the actual number of images imported by Cott for the previous month. Cott will apply any applicable credit on your account from the initial down payment.

³ For the month in which the Go-Live occurs, the Customer will be additionally invoiced upon the Go-Live Date for the monthly fee on a prorated basis from the Go-Live Date through the end of that month. For example, if Go-Live Date occurs on March 15, the Customer would be invoiced for period from March 15 through March 31. Thereafter, the monthly Maintenance fee will be invoiced on the 1st of the month in advance of services rendered.

TERM: the 36 month contract term to begin the 1st of month following the Go-Live Date.

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

Optional Scan Services [fees below are in addition to other stated fees]	
Place a checkmark in the box(es) below for services desired	
<input type="checkbox"/> Scan Record Books Record Book 1-1283 \$15,150 This option provides for onsite scanning of Record Books 1-1283 by Cott; the original source for these books is microfilm where microfilm does not contain marginal notations posted over the years. Onsite scanning of the books will capture marginal notations.	\$15,150 ²
<input type="checkbox"/> Scan Record Books Record Book 1-1283 with Customer assistance \$2,150 This option provides for onsite scanning of Record Books 1-1283 by Cott; the original source for these books is microfilm where microfilm does not contain marginal notations posted over the years. Onsite scanning of the books will capture marginal notations. <u>Customer is responsible for opening and closing the compac books.</u>	\$2,150 ²

Online Index Books for Local Deployment with Portal Schedule (continued)

Customer to provide the following:

High Speed Internet Connection
Hardware/Network Software –121 GB of disc space is needed
Site Preparation
Microsoft Windows Proficiency

CUSTOMERS PURCHASING PART OR ALL OF THEIR OWN HARDWARE: Customer must complete the necessary site preparation a minimum of 5 business days prior to the agreed Go-Live Date (deployment) and confirm with Cott that it has been completed. Customer must fully stage, install and troubleshoot the hardware and network software including, though not limited to, placement of equipment, connecting the device, loading drivers and testing the device's output. If Cott's assistance is required to complete the site preparation or assist with hardware staging, installation or troubleshooting, additional charges will apply at the rate of \$150 per hour. If Cott cannot confirm this preparation is complete 5 days prior to the scheduled Go-Live date and the Go-Live date must be postponed, additional travel charges for airline change fees and increased ticket prices will apply as applicable.

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.