

**RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, ASHTABULA COUNTY RECORDER AND VALSOFT CORP. INC. DBA COTT SYSTEMS, INC. FOR ELECTRONIC RECORDING SERVICES**

WHEREAS, Barbara Schaab, Ashtabula County Recorder, has presented the following Agreement for the approval of the Board, to-wit:

- Parties:** Valsoft Corp. LLC dba Cott Systems, Inc., 2800 Corporate Exchange Dr., Columbus, OH 43231  
Ashtabula County Recorders, 25 W. Jefferson St., Jefferson, OH 44047  
Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047
- Scope:** to provide e-recording services, including microfilm creation services, hardware and hardware support, hosted resolution 3 software
- Cost:** Not to Exceed, \$114,000.00
- Term:** **begins January 1, 2025 ending December 31, 2027** (36 months); now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement as noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-562**

**December 17, 2024**

**RESOLUTION APPROVING CONTRACT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, ASHTABULA COUNTY RECORDER AND VALSOFT CORP.INC. DBA COTT SYSTEMS, INC. FOR ELECTRONIC RECORDING SERVICES**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## AGREEMENT

This AGREEMENT, made this 5th day of December,  
2024 between Valsoft Corp Inc, dba Cott Systems (the "Seller"), with offices at 2800  
Corporate Exchange Dr. Columbus, OH 43231, and Ashtabula County, Ohio (the "Purchaser")  
located at 25 W. Jefferson St., Jefferson, OH 44047 for the purchase of Resolution3 Hosted  
Services.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement  
to be performed by each as hereinafter set forth, do hereby agree as follows:

### ARTICLE I THE SERVICES

The Seller shall furnish all the products, equipment, and associated parts, labor, and services  
(collectively called the "Services") as set forth in Exhibit A. In the event of inconsistencies  
within or between this Agreement and the Exhibits, the Seller shall provide the better quality or  
greater quantity of Services and shall comply with the more-strict requirement.

The period of performance shall commence on January 1, 2025 (the "Effective Date") and  
continue in full force and effect for thirty-six (36) months from the Effective Date (the "Initial  
Term.") Subsequent to the Initial Term, this Agreement may be renewed on an annual basis at  
the sole discretion of the Purchaser provided that Purchaser provides Seller with notice of  
renewal at least sixty (60) days prior to the end of the Initial Term or any renewal term, and any  
changes in Services or the Contract Price shall be by the mutual agreement of the Parties.

### ARTICLE II COMPENSATION AND PAYMENT

2.1 The Seller's total compensation for the Services shall be \$114,660.00 (the "Contract  
Price").

2.2 Seller is subject to and responsible for paying fees to obtain all applicable licenses,  
permits, and other permissions necessary to perform its obligations under this Contract. Seller is  
responsible for paying federal, state, and local taxes. Seller agrees to withhold all income taxes  
due or payable for qualifying wages, salaries, and commissions paid to its employees and further  
agrees that any of its sub-Sellers shall be required to agree to withhold any such income taxes  
due for services performed under this Contract.

2.3 The Seller shall submit invoice(s) to the Purchaser for the Services. The Purchaser shall  
pay the Seller for the Services as set forth in Exhibit B within thirty (30) days of receipt of a full  
and accurate invoice. The invoice(s) shall be supported by documentation substantiating the  
Seller's right to payment. The Seller shall supply such additional documentation as the Purchaser

may request in connection with each payment to the Seller. The Seller shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).

2.4 The Purchaser reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in part, to such extent as may be necessary in the Purchaser's opinion to protect the Purchaser from loss because of:

- (a) Defective or nonconforming Services ("Defective Services") not remedied;
- (b) Damage caused by the Seller;
- (c) Failure to comply with the requirements of Chapter 4115, ORC;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the Purchaser shall constitute a waiver of all claims by the Purchaser except those arising after termination of this Agreement and the following:

- (a) Defective Services;
- (b) Outstanding liens;
- (c) Failure of the Seller to comply with any warranties or guarantees.

The acceptance of final payment by the Seller shall constitute a waiver of all claims against the Purchaser except those that the Seller has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

### ARTICLE III SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Services within the time limit specified herein.

In the event that the Services is not completed within the time limit aforesaid, the Seller shall reimburse the Purchaser an amount equal to the Purchaser's costs for and expenses of replacement Services and services provided by or for the Purchaser after the expiration of the aforesaid time limit, and until completion and acceptance of the Services. Such amounts shall be deducted from the partial or final payments to be allowed the Seller.

The Purchaser may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Purchaser of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

#### ARTICLE IV CHANGES

The Purchaser, without invalidating the Agreement, may order changes in the Services consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III. To the extent the time of performance or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Seller shall not proceed with any change in the Services without the required written authorization. If the Seller believes that any item is not required by Exhibit A, the Seller shall obtain a Change Order before proceeding with such item. Except as provided in Article VIII, failure to obtain such a Change Order shall constitute a waiver by the Seller of any Claim for additional compensation for such item.

#### ARTICLE V WARRANTIES

In addition to any other warranties, guarantees, or obligations applicable as a matter of law, the Seller warrants and guarantees that:

- The Purchaser will have good title to the Services and all materials and equipment incorporated into the Services will be new;
- The Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials;
- The Services and all equipment incorporated into the Services will be fit for the purpose for which intended;
- The Services and all materials and equipment incorporated into the Services will be merchantable; and,
- The Services and all materials and equipment incorporated into the Services will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees, the Seller, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use

its best efforts to correct such breach and damage to the satisfaction of the Purchaser and, except when an extension of time is granted in writing by the Purchaser, correct such breach and damage to the satisfaction of the Purchaser within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Seller fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Purchaser, upon written notice to the Seller and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Seller upon written notice from the Purchaser shall pay the Purchaser, within ten (10) days after the date of such notice, all of the Purchaser's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Purchaser's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Seller shall survive the final payment and/or termination of this Agreement. If the Seller fails to pay the Purchaser any amounts due under this Section, the Seller shall pay the Purchaser, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

**ARTICLE VI**  
**INSURANCE AND INDEMNIFICATION**

- 6.1 The Seller shall maintain insurance as set forth below:
- (a) **General Liability Coverage.** Seller shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.  
  
Purchaser and its employees shall be named as additional insureds with respect to all activities under this Agreement.
  - (b) **Automobile Liability Coverage.** Seller shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
  - (c) **Workers' Compensation.** Seller shall maintain workers' compensation coverage as required by Ohio law.

Prior to the commencement of any work under this Agreement, Seller shall furnish the Seller with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to Seller. Purchaser will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Purchaser and the Purchaser's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by Purchaser or a third-party—arising out of or

related to the Seller's performance of the Services including but not limited to the failure of the Seller to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Services itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Purchaser may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Seller under this Agreement.

6.3 The Purchaser's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Purchaser be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor's certificate.

#### ARTICLE VII TERMINATION

7.1 Either Party may, by written notice to the Seller terminate this Agreement, for cause upon the material breach of the Agreement by the other Party.

If the Seller determines that Purchaser Seller has breached the Agreement, the Seller shall notify the Purchaser's Representative. If the Purchaser fails to cure such breach within thirty (30) days of receipt of the notice, the Purchaser may terminate the Agreement. In such case, the Purchaser will pay the Seller for Services performed under this Agreement up to the date the notice of termination is received by the Seller at the rates for Services performed under this Agreement.

7.2 If the Purchaser determines that the Seller has failed to prosecute the Services with the necessary force or in a timely manner, or has refused to remedy any Defective Services, the Purchaser's Representative shall notify the Seller of such failure or refusal. The Seller shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Seller fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the Purchaser may terminate the Agreement and supply the materials or such part of either as is appropriate, and may remove Defective Services.

If the Seller is so terminated, the Seller shall not be entitled to any further payment. If the Purchaser completes the Services and if the cost of completing the Services exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Purchaser, or the Purchaser as a result of the termination, such excess shall be paid by the Seller.

**ARTICLE VIII**  
**DISPUTE RESOLUTION**

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

**ARTICLE IX**  
**MISCELLANEOUS**

9.1 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Purchaser shall require the signature of the Purchaser's Representative acting under the authority of a specific resolution of the Purchaser. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Paragraph.

9.2 The Seller may not assign this Agreement without the written consent of the Purchaser, which the Purchaser may withhold in its sole discretion.

9.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

9.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Purchaser, addressed to the address number set forth at the beginning of this Agreement which a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson Street, Jefferson, Ohio 44047, and, in the case of the Seller, addressed to its address number set forth at the beginning of this Agreement. Any party may change its address number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; or upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail.

9.5 The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

9.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

9.7 The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Services. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

9.8 Seller agrees that, in the hiring of employees for the performance of Services under the Contract or any subcontract, no Seller, subcontractor, or any person acting on a Seller's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Services to which the employment relates. Seller further agrees that neither it, its subcontractors, or any person on the Seller's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Services under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Seller by the Purchaser under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this

Agreement. That this Agreement may be canceled or terminated by the Purchaser and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

9.9 The Ashtabula County Software Services Addendum and the Cott Systems Hardware and Third Party Software Addendum are incorporated by reference as if fully set forth herein. This Agreement and its Addenda constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings. In the event of any conflict or ambiguity between this Agreement, its Exhibits and its Addenda, the following order of precedence shall apply: (1) the Ashtabula County Software Services Addendum; (2) the Exhibits; (3) the Agreement; (4) the Cott Systems Hardware and Third Party Software Addendum.


The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Valsoft Corp Inc dba Cott Systems:

By: David J Scheine  
Its: CEO, Cott Systems

Date: December 5, 2024

Ashtabula County, Ohio:

By:   
Its: President

Date: 12-17-24

Approved as to Legal Form:

Colleen M. O'Toole

Date: 12/9/2024

Colleen M. O'Toole,  
Ashtabula County Prosecutor



## EXHIBIT A

### SCOPE OF SERVICES

Seller will provide the following as part of its Resolution3 Hosted Services Renewal:

#### Microfilm Creation Services

- Seller will produce 16mm microfilm of record book images/pages as specified
- The source of images is single page files, whereby each page of the recorded document is equal to one (1) file. While Seller will use reasonable efforts to produce quality microfilm, Purchaser is responsible for ensuring that the quality of the initial images provided to Seller is suitable.
- Fees are based on the actual quantity of images processed monthly and are included in the monthly system fee.
- Seller will implement and maintain reasonable procedures for handling the media and microfilm. Although Seller will implement reasonable procedures to prevent unauthorized access to private or protected data contained within the media or microfilm, Purchaser acknowledges that it is impossible to completely eliminate risk due to the public nature of transporting the media or microfilm. Purchaser acknowledges that microfilm is susceptible to naturally occurring degradation in quality and readability over time.
- Images are assumed to be not larger than 8 ½" by 17", and file size not larger than 2.7 MB.
- Images received by Seller 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.
- Seller will track the Purchaser's images from receipt to return.
- The microfilm creation is calculated on a per-image basis on the actual number of images processed.
- Standard duplication process is diazo vs. a silver copy.
- Seller's film laboratory is regularly tested for quality by Eastman Park Micrographics. We follow Property Records Industry Association (PRIA) guidelines for microfilm creation.
- Includes shipping to your site.

#### Hardware, Hardware Support

- Implementation of hardware to be scheduled in partnership with Cott Implementation Specialist and Purchaser upon signing of contract.
- Hardware is covered by a maintenance plan which includes onsite coverage.
- In the event of hardware failure or malfunction, the Purchaser must be willing to perform computer related tasks and to move hardware to assist in troubleshooting.

- Hardware malfunctions due to natural events such as a lightning strike or flood, as well as damage to or misuse of hardware, fall outside manufacturer warranty coverage, any maintenance plan, and additional fees will likely apply.
- If Purchaser is interested in discontinuing use of hardware, Purchaser shall provide (90) calendar day advance written notice to Seller. Purchaser will be responsible for fees through the end of the month occurring (90) calendar days after notification.
- Seller is not responsible for support of third party applications.
- Seller is only responsible for installing products provided by Seller.

**New Leased Hardware**

Includes network staging, onsite installation by Seller.

- (1) Hosted Domain Controller Server
- (5) Dual Monitor Workstations with (2) 22" Monitors
- (3) Single Monitor Workstations with 22" Monitor
- (8) Search Stations with 24" Monitor
- (3) Zebra Label Printers
- (3) Epson Receipt Printers
- (2) Large System Printers with extra tray
- (1) Fujitsu Large Scanner

The hardware is either covered by manufacturers' warranty or comes with a maintenance plan which includes onsite coverage; at a minimum, Seller will provide depot maintenance which means when the hardware no longer functions properly, Seller will provide replacement hardware of equal or greater specifications to the Purchaser at no additional charge. Seller is not obligated to 'refresh' the equipment that is functioning properly.

Purchaser agrees to return the following retiring leased hardware:

Quantity	Description	Serial / Tag Number
1	APC Back-UPS Pro BR1500MS	S3B1929X29619
1	Dell PowerEdge T440 Domain Controller	FDKWRZ2
8	Dell OptiPlex 3070 Workstations	4CP9SZ2, 4CPBSZ2, 4CPCSZ2, 4HPBSZ2, 4HPCSZ2, 4HQ2SZ2, 4HQ3SZ2, 4HQ4SZ2
8	Dell OptiPlex 3070 Search stations	G75WRZ2, G75XRZ2, G75YRZ2, G75ZRZ2, G760SZ2, G761SZ2, G762SZ2, G76WRZ2
8	Dell 22 Inch Monitor - P2219H	14B38W2, 18B38W2, 1J938W2, 1NB38W2, 4QC38W2, 8FB38W2, BKD38W2, G6C38W2
8	Dell 24 Inch Monitor - E2418HN	24BBVW2, 2Y8BVW2, 52BBVW2, 95BBVW2, 9V7BVW2, CH9BVW2, GMBBVW2, JL8BVW2

5	Dell 20 Inch Monitor - P2018H	42V9WX2, 52V9WX2, D2V9WX2, GJS9WX2, HJS9WX2
1	Dell 19 Inch Monitor - E1916H	1H7BCX2
2	HP M608DN Laser Printer	CNBCMBY0NQ, CNBCMBJ4L7
3	Epson TM-H6000IV Receipt Printer	P5TF130893, P5TF132120, P5TF138521
3	Zebra GX430 Label Printer	32J143400350, 32J143400371, 32J143400408
1	Fujitsu 6770A Large Scanner	AAFDA01938

**Hosted Resolution 3 Software**

- Purchaser has a right to use Hosted Resolution3 software for term specified.
- Purchaser will continue to designate one point of contact in their office to communicate information to Seller.
- Purchaser's proper use of software and compliance to all operating instructions.
- Purchaser is responsible for data entry standards or rules.
- Grade of internet connection at the Purchaser site and its degree of dedication to Seller product(s) affects the overall performance.
- Authorized access to Seller systems products (excluding eSearch) is limited to Ashtabula County, Ohio employees, no access may be granted to third-party suppliers.
- Seller assumes scanner settings of 200-300 DPI for black & white compressed images and annual filing volume based on day forward recordings.
- Training and support for submitter(s) is provided by eRecording Vendor(s) or Delivery Agent(s), not Seller.
- Purchaser provides Firewall, security and high-speed internet access is provided by Purchaser.
- Dual monitors or large single monitors using AGP 8x graphic video card or equivalent required.
- Memorandum of Understanding (MOU) outlining document types for eRecording must be agreed upon by Purchaser and eRecording Vendor(s) or Delivery Agent(s).
- 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.

## EXHIBIT B

### SCHEDULE OF PAYMENTS

Invoice Months 1 through 36: 1/1/2025 – 12/31/2027

\$ 3,185 / month

#### **Increase in Storage Capacity**

The Purchaser acknowledges that the Purchaser's fees are based, in part, on the number of instruments, images, transactions in the databases, the number of Seller's software products in place and the annual filing volume (collectively, the "Storage Factors"). If at any time the Seller 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, the Purchaser will inform the Seller, and the Parties shall, by mutual agreement, equitably adjust the Contract Price by Change Order in accordance with Article IV.

## SPECIFICATION SHEET

### Minimum Requirements

#### 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

#### 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

### Third Party Software\*

**AV Software†** – 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

## COTT SYSTEMS HOSTED SOLUTIONS

### **Service Level Commitment**

Cott Systems commits to provide 99.5% uptime with respect to the Purchaser's Service during each quarter of the Term, excluding regularly scheduled maintenance times. Purchaser will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Seller deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Seller's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Purchaser's ISP (example, the customer link)
- Uptime or reliability of Purchaser's network
- Uptime of Purchaser'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. Seller Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Seller 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.

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

### **Services Seller 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 Purchaser's IT resources in resolving issues with printers, scanners, workstations, etc.

#### **Services Purchaser Provides**

- Inclusive of managing antivirus software provisions.
- Manage and support in the Purchaser's office all configuration of network, internet, firewall, 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 Purchaser 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 Seller's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

#### **Contacting Customer Support**

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

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

#### **Escalation Procedures**

If you are not satisfied with the service provided by Seller'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 Seller's Implementations and Customer Support Manager to discuss matters of concern:

- **Implementations and Customer Support Manager**

Lynda Gilbert

Office: 800-234-COTT, Ext. 242

Email: [lynda.gilbert@cottsystems.com](mailto:lynda.gilbert@cottsystems.com)

## **ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM**

This Addendum is hereby incorporated into the Agreement (the “Agreement”) between Ashtabula County (the “County”) and Valsoft Corp Inc dba Cott Systems, (the “Vendor”) dated December 5, 2024. Whereas the Services includes computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

### **A. REPRESENTATIONS AND WARRANTIES**

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

### **B. INTELLECTUAL PROPERTY INFRINGEMENT**

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.

### C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Vendor or County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

### D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential

Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

#### **E. PUBLIC RECORDS**

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and

formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

#### F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as “any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable”) from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a “Data Breach”), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data, Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor’s notice shall include:

- (a) The nature of the Data Breach;
- (b) The County Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received County Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

#### G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Vendor has a limited, non-exclusive license to access and use the County Data as provided to Vendor

solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

County shall have the ability to export County Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County with a copy of County's data files, in a format determined by County, and within forty-five (45) days unless otherwise determined by County. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control, including County data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By:   
Its: President

Date: 12-17-24

Valsoft Corp Inc, dba Cott Systems:

By: David J Scheine  
CEO, Cott Systems  
Its: \_\_\_\_\_

Date: December 5, 2024