

Agreement for Golf Course Management at Tashua Knolls G. C.-Trumbull, Connecticut

This agreement is made by and between the Town of Trumbull, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its First Selectman, duly authorized (hereinafter referred to as the "Town") and ATK Golf Services Inc., of the State of Connecticut (hereinafter referred to as the "Contractor").

WHEREAS the Town owns and operates a municipal golf course and related facilities located on 40 Tashua Knolls Lane, in said Town and known as "Tashua Knolls Golf Course"; and "Tashua Glen" (hereinafter referred to as the "Courses")

WHEREAS, the Courses are managed and controlled by the Trumbull Golf Course Commission pursuant to the authority granted by the Charter of the Town of Trumbull (hereinafter referred to as the "Golf Commission") and

WHEREAS the Town desires to engage the Contractor to provide professional management services for the aforementioned golf course and facilities; and

WHEREAS the Contractor and the Town for consideration hereinafter set forth, have agreed to the following terms and conditions.

NOW THEREFORE, the parties hereto agree as follows:

Article I. Term and Supervision:

Town and the Contractor agree that the engagement shall be for a period commencing on July 1, 2011 to December 15, 2015. The parties agree that they will commence good faith negotiations on or before December 1, 2014 to discuss an extension of this Agreement upon terms and conditions agreeable to and accepted by both parties hereto.

Article II. Relationship between the two parties:

It is expressly understood and agreed that the Contractor's relationship with the Town established by this Agreement shall be that of an Independent Contractor. The parties acknowledge and agree that because the relationship between Contractor and Town is that of an Independent Contractor, no social security, unemployment, income or other taxes will be withheld from fees paid to the Contractor in accordance herewith. Contractor agrees to serve the Town faithfully and to the best of its ability in such capacity, or in such other capacities as the Contractor and the Town shall agree upon from time to time.

Contractor and Robert T. Brown may, during the term of this Agreement, after providing 30 days written notice to the Town, and upon receiving written authorization from the Town directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise. These services may be rendered to an extent that such services do not interfere with or detract from the requirements of the Contractor's duties and obligations pursuant to this Agreement. Prior to undertaking such duties, Contractor shall first notify the Town in writing of its intention to do so. Notwithstanding the foregoing, Contractor shall not be deemed to be rendering services contrary to the provisions of the Agreement unless and until (a) the Town, after notice from the Contractor, gives written notice to Contractors that said services detract from or are in conflict with the Contractor's performance of the terms of this Agreement; and (b) Contractor or Robert T. Brown fails, within 30 days after the date of such notice, to cease rendering such services as are prohibited by the provisions of the preceding.

In the event that Contractor commences to render such services to another person or entity without first notifying the Town in writing, said failure to notify shall be considered a breach of this agreement.

The parties acknowledge that Robert T. Brown may serve as the coach of the Trumbull High School men's or women's golf teams. In the event that Robert T. Brown duties as coach of said teams interfere with his duties as PGA Director of Golf, as hereinafter set forth, he shall assign either the head PGA of LPGA Golf Professional to perform his duties as the Trumbull High School Golf Coach.

During the off season, which shall be defined as December 16 through March 14 of each year hereafter, the Contractor and Robert T. Brown may engage in any services or business activities without notifying the Town as long as those services or business activities do not prevent the Contractor or Robert T. Brown from carrying out their responsibilities pursuant to this Agreement.

Article III. Duties and Responsibilities:

The Contractor will serve as the on-site authority/designate of the Trumbull Golf Commission. The Contractor is responsible to ensure that the general operations and fiscal management of the Courses and the recreational facilities, excluding; however, the tennis courts, swimming pool area, ball fields and children's play ground area, are conducted within the framework established from time to time by the Golf Commission. The Contractor's duties and responsibilities include but are not limited to providing management oversight, trained staff and the services and supervision to properly operate the Courses including but not limited to the following:

1. Staff:

The Contractor shall employ one PGA Director of Golf. During the Term of this Agreement, Robert T. Brown shall serve as PGA Director of Golf. It is understood and agreed by the parties that the personal services of Robert T. Brown are an integral part of this Agreement. Should Robert T. Brown no longer be able to carry out his responsibilities pursuant to the Agreement, the Town shall have the absolute right to terminate this Agreement without recourse on the part of Contractor. Contractor shall employ at least one PGA or LPGA Golf Professional and one Assistant PGA or LPGA Golf Professional and such other personnel as shall be reasonably required to effectively perform the duties and responsibilities as agreed upon. A PGA or LPGA Golf Professional shall be defined as "a qualified golf professional according to standards and requirements established by the PGA or LPGA". Said golf professional must be approved by both the Contractor and the Golf Commission. The Contractor shall have the following obligations as relates to said personnel.

- a. The Contractor shall pay said personnel and shall be responsible for all social security, unemployment compensation and other taxes, both Federal and State, which may be required in connection therewith; and
- b. The Contractor shall quarterly provide the Chairman of the Golf Commission or its designee an updated list of all personnel under its employ, together with a certification that all compensation and taxes due have been paid.

Notwithstanding the preceding paragraph, should Robert T. Brown be unable to carry out his duties for a period of six consecutive weeks, due to medical disability, certified to be a licensed physician, the Town shall have the absolute right to terminate this Agreement.

2. Daily Ticket and Financial Operations:

The Contractor is responsible for the daily fee cashiering operation including staffing, training, management oversight and reporting on all daily transactions including:

- a. Establishing and enforcing procedure which shall ensure that all appropriate fees are processed, charged and collected;
- b. Processing all golf cart rental agreements in accordance with Golf Commission guidelines and collecting the rental fees therefor;
- c. Collecting proceeds and accounting for all green's fee tickets;
- d. Collecting and accounting for all other monies due the Town for activities relating to daily golf play, including Trumbull resident ID card processing;
- e. Daily reconciliation of all financial transactions;
- f. Ensuring that the PGA Director of Golf, the Golf Professional or Golf Shop Manager shall be present and accountable for closing the daily business operation; and

The Town shall provide to the Contractor a safe where all fees collected may be placed at the end of each day.

3. Golf Carts:

- a. Town shall furnish all golf carts necessary for the operation of the golf course and shall assume the total expense and shall receive all the revenue of all rental carts;
- b. The Contractor and its staff shall insure that golf cart users are advised of the regulations of operation of said carts, and shall take action to correct any known violations of said regulations;
- c. The Contractor or its staff shall ensure carts, (whether gas or electric), are always ready for play, including all daily maintenance per manufacturer's specifications, order tire inflation, carts cleaned and washed as needed or at least weekly, inspection before and after each rental for damage and rotated properly to insure even wear across the fleet. Needed maintenance is to be scheduled in a timely manner with supplier and all other tasks necessary to keep carts in a safe operating condition; and
- d. The Contractor shall ensure cart rentals are available from the start of daily play until the time established by the Golf Commission for the last cart rental of the day and Contractor will secure all carts at the end of the day's operation per procedures set forth by the Golf Commission. The Contractor may use its discretion regarding cart rentals in inclement weather.

4. Play Control:

- a. Starters and Rangers shall be paid by the Town, per schedules for hourly rates and maximum hours as set forth in the annual budget for the golf course. The Contractor shall hire, schedule and provide training and supervision for Starters and Rangers with regards to first tee operations and control of play on the course; and

b. The Contractor shall establish procedures for tracking daily pace of play, review, analyze and report status to the Golf Commission monthly, and recommend controls, innovations and procedures for improvement.

5. Promotion of Golf

The Contractor's duties and responsibilities with respect to promotion of golf shall include but not be limited to:

a. Promoting, organizing and directing golf tournaments for Clubs and outside organizations in accordance with the guidelines and instructions set forth by the Golf Commission;

b. Promoting a "user friendly", professional and positive environment;

c. Organizing and operating golf clinics and classes to promote golf in the community including but not limited to:

- Conduct at no charge training/teaching sessions for the Trumbull High School Girls and Boys Golf Teams, if requested.
- Conduct at no charge at least 1 promotional training/introductory session at each of the two Trumbull Middle Schools, if requested.
- Conduct the Monday Youth program in accordance with the Golf Commission guidelines.
- Promoting, organizing and directing golf leagues in accordance with Golf Commission guidelines;

d. Attend at least one Men's, Women's and Senior's club meeting per season; and

e. Where appropriate and with the Golf Commission's approval represent the golf course in outside activities including tournament play and affiliation meetings.

6. Other Duties and Responsibilities including but not limited to:

a. Where appropriate, act as the Golf Commission's liaison with Town Authorities, vendors and the general public, reporting all necessary issues to the Golf Commission in an accurate and timely manner;

b. Assist the Golf Commission in the development, monitoring, and analysis of revenue, capital expense, staffing, project plans and operational budgets;

c. Where appropriate, act as on-site Golf Commission authority/designate in major project implementation and oversight, reporting all necessary issues to the Golf Commission in an accurate and timely manner; and

d. The Contractor shall ensure compliance with the Golf Commission's special privilege policy for rounds played by its and Golf Course employees and report to the Golf Commission such activities.

7. The PGA Director of Golf's duties and responsibilities shall include but not be limited to:

Major responsibilities:

The PGA Director of Golf will oversee the performance of all golf operations and services. The position will promote an exceptional "golf experience", and provide excellent services and programs for all patrons.

Specific Responsibilities:

- Oversee the management of all golf shop operations and work closely with the Director of Golf Course Properties with regards to golf course conditions and Customer satisfaction.
- Be ultimately responsible for the performance of the golf shop operations and golf program services.
- Recruit, hire, train and supervise golf department head including the PGA Head Golf Professional.

Coordinate and ensure all written correspondence, reporting, newsletters, and communications for golf operations.

- Coordinate plans with the Food & Beverage contractor for food and beverage needs, for all golf functions.
- Enforce all Golf Commission rules and regulations governing golf course usage.
- Manage innovative tournament programs that service all customer segments.
- Manage golf instruction, clinics, golf schools, and golfer development programs for all segments.
- Manage golf marketing initiatives including all promotional materials, new golfer development, play recruitment, yield management, golf packages, and outside events.
- Manage and assist the Golf Commission with all fiscal responsibilities and performance for the golf operations including planning, budgeting, forecasting, monitoring, and corrective management.
- Manage and oversee all accounting, inventories, banking, audit procedures, cash flow and establish controls to safeguard funds and assets.
- Manage all operational policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources.
- Maintain and promote a superlative professional image with the community.

Article IV. Pro Shop:

In accordance with industry standard, during the term of this agreement, the Contractor shall have the exclusive right and financial benefit to operate, based on the level of experience of a PGA Certified Professional, the golf pro shop. The Town shall not authorize or permit any other shop or related facilities on said golf course which would be competitive with the Contractor's pro shop. Said pro shop shall be open for business for the hours which coincide with the hours of operation of the golf course on any given day.

(a) It shall be the Contractor's responsibility to equip, staff, supply merchandise and maintain said golf shop.

(b) The Contractor shall have the exclusive right and financial benefit to maintain and operate a golf club repair operation at said facility.

(c) The Contractor shall have the exclusive right and financial benefit to provide for the rental of pull carts and golf clubs at a reasonable charge.

(d) Upon the termination of this Agreement, either with or without cause, the Golf Commission shall reimburse the Contractor for all merchandise in the pro shop bearing a Tashua Knolls or Tashua Glen's logo or symbol. Reimbursement will be at the Contractor's cost for said merchandise. Reimbursement will be made within 30 days of the termination of this agreement.

Article V. Practice Range and Golf Lessons for a Fee:

1. The Contractor shall have the exclusive right and financial benefit to operate the current practice range at said facility.

(a) The Contractor shall operate and be responsible for the cost and expense of all golf balls, operating equipment and personnel needed to operate the practice range.

(b) The Contractor may assess a reasonable charge for the use of the practice balls. Practice balls shall be of a quantity and quality customary to driving ranges.

(c) The practice range shall be available from opening of the Pro Shop until one hour prior to sunset, excluding time for maintenance.

(d) Town through the Golf Commission shall be responsible to see that turf maintenance is performed at said facility.

2. The Contractor shall have the exclusive right and financial benefit to utilize the current practice range and practice green to provide golf instruction for a fee.

(a) The Contractor shall maintain hours for golf lessons and shall offer its and its staff's services for such to the public.

(b) The Contractor shall ensure only qualified instructors will be providing golf lessons for a fee at said facility.

(c) The Contractor shall be responsible for establishing reasonable rates for all golf lessons.

Article VI. Direct Compensation, Benefits, and Ancillary Rights:

1. Town shall pay to the Contractor as consideration for services rendered to Town during and throughout the term of the Agreement a fee for professional services as outlined below:

(a) From July 1 to June 30 (excluding January), throughout the term of the Agreement the Town shall pay the amount of \$186,277.00 as a contract fee for services and general operations management, payable in arrears, payable semi-monthly on the 15th and the last day of each month.

(b) The Contractor could be eligible for an annual merit increase of 0 to 3% as determined by the Golf Commission at its sole discretion. Factors to be considered in determining said increase may include but not limited to

(a) The Golf Commission's annual evaluation and review;

(b) The number of rounds played during the golf season as defined herein;

(c) The quality of customer services;

(d) Compliance with budgetary requirements (which shall be within the control of the PGA Director of Golf).

2. During the term of this Agreement, the Golf Commission will reimburse the Contractor up to a maximum of \$9,500.00 annually for hospital, medical, and/or dental insurance for the PGA Director of Golf, Head Golf Professional and immediate family members and for one named Assistant Professional, and the Assistant Professional's family, with coverage from the first eligible enrollment date following the first day of employment. Upon proof of payment of valid insurance bills, the Contractor will be reimbursed up to a total of \$9,500.00 annually for each calendar year. Any health insurance coverage over the \$9,500.00 annual maximum is the sole responsibility of the Contractor. The Contractor shall not participate in any health insurance program of the Town.

3. The Contractor has the exclusive right to salvage and recover all lost golf balls from the ponds and waterways throughout the complex.

4. During the term of this agreement, the Golf Commission will reimburse the Contractor for all PGA or LPGA dues paid by the Golf Manager, Golf Professional and one Assistant Golf Professional. Upon proof of payment of said dues, the Contractor will be reimbursed on the first day of the month following the submission of proof of payment.

5. During the term of this Agreement, the Golf Commission will reimburse the Contractor the sum of \$2,000.00 annually so that the General Manager and/or Head Golf Professional or Assistant Golf Professional may attend educational conferences. The obligation under this paragraph is specifically conditioned on annual approval by the First Selectman, Board of Finance and Town Council in the annual budget process. Any reimbursement to the Contractor will be made within 30 days of the date that Contractor presents proof to the Trumbull Golf Commission of the costs incurred to attend educational conferences.

Article VII. Work Schedule:

1. During the golf season, which shall be defined as March 1st through December 15th of each year, the PGA Director of Golf shall be at the work site a minimum of six (6) days per week. The PGA Director of Golf shall be permitted to be absent an additional six (6) days during the season, provided the Head Professional or Assistant Professional is present to work during his absence. The additional absence days will require prior approval of the Chairman or Vice Chairman of the Golf Commission. No reasonable request will be denied. During the off season the PGA Director of Golf shall be on call to address emergencies.

2. The Contractor is required to attend and report at scheduled Golf Commission meetings, and be available to attend Town Board of Finance and Town Council and any other Town body meetings where appropriate representation is needed.

3. Through the course of the year the Contractor is expected to use its discretion in establishing the work schedule needed to complete the duties and responsibilities at the requisite level of service.

4. In the off-season, from the day the course is closed for the season until March 15th, when the sale of Resident ID's commences, daily operating hours, if any, excluding Golf Commission meetings, are optional.

Article VIII. Golf Privileges:

1. It is imperative that the Contractor have a golfer's perspective of the facility. Therefore, the Professional staff and immediate family will have the right and privilege of using the Courses and a golf cart free of charge. Immediate family shall be defined as including the spouse, civil union partner, children or stepchildren of the Professional Staff.

2. At its discretion, any eligible employee of the Contractor, or visiting golf professional shall be entitled to golf privileges according to the policy adopted by the Golf Commission for such purposes. The Contractor shall keep a record of such golf play and submit a list of eligible employees and actual playing times for each round to the Chairman of the House Committee each month, as well as accounting for said play in the monthly sales report.

Article IX. Indemnity/Insurance:

1. Indemnification - The Contractor shall indemnify and hold the Town, its agents, officers, elected and appointed officials and employees harmless from and against all claims, damages, losses and expenses, including court costs and attorney's fees, arising out of, or resulting from the negligence, malfeasance, recklessness, defamation or other willful and wanton acts of the Contractor, its employees and agents in connection with the performance of the Contractor's obligations under this Agreement.

2. Insurance -- The Contractor shall acquire and maintain policies of insurance throughout the term of this Agreement. Certificates of Insurance for said policies shall name the Town as an additional insured and shall provide that they may not be cancelled or modified until the Town has received thirty (30) days written notice in advance. Said policies shall include the following:

a. Worker's Compensation Insurance in the minimum amount required by Connecticut law covering all eligible employees;

b. Public Liability Insurance covering all act and operations of the Contractor, its equipment and all employees with policy limits of at least \$1,000,000 per incident \$5,000,000 in the aggregate;

c. Automobile Liability and Property Damage Insurance covering all vehicles used by the Contractor and/or its employees on said golf course premises with the policy limits of at least \$500,000 /\$1,000,000 bodily and \$100,000 property damage coverage; and

d. A fidelity bond issued by in insurer licensed by the State of Connecticut in a form acceptable to the Town Director of Finance in an amount deemed sufficient by the Director of Finance and the Golf Commission to cover the funds, which the Contractor will be handling. Upon proof of the payment of said fidelity bond premium the Contractor will be reimbursed up to a total of \$2,000.00 annually.

Article X. Termination:

1. Town may terminate this Agreement "for cause" by providing 30 days written notice to the Contractor. For the purpose of this agreement, "for cause" shall include, but not be limited to:

(a) Conviction of or entrance of a plea of guilty to a felony by an employee of the Contractor which has a material adverse effect on the Contractor's ability to carry out its duties under this Agreement.

(b) A material violation by the Contractor of its obligations and duties under this Agreement provided, however, that prior to such termination, the Town shall first give the Contractor 30 days written notice after which the Contractor shall have 15 days to correct such situation.

In event that the Town wishes to terminate this Agreement, it shall first give the Contractor 30 days written notification. Said notification shall indicate the reason for the Town's termination of this Agreement. After receiving any written notification from the Town indicating that the Town wishes to terminate this Agreement "for cause", the

Contractor shall have 15 days to correct the situation the Town indicates in its written notification to the Contractor is the reason for the termination of this Agreement. In the event that the Contractor timely corrects said situation, the Town shall not have the right to terminate this Agreement. The Town shall have the right, however, to suspend the Contractor, with pay, during the notice period.

Article XI. Disputes:

If any disputes arise hereunder said disputes shall be submitted to binding Arbitration in Trumbull, Connecticut in accordance with the rules of the American Arbitration Association. The determination of said arbitration may be submitted by either party to the Superior Court, Judicial District of Fairfield at Bridgeport for enforcement.

Article XII. Notices:

All notices pursuant to this Agreement shall be in writing and shall be delivered by hand, by certified mail, return receipt requested, or by recognized overnight delivery service to:

If to the Contractor: ATK Golf Services, Inc.
25 Hills Point Road
Trumbull, CT 06611

If to the Town: Trumbull Golf Course Commission
c/o Trumbull Town Clerk
5866 Main Street
Trumbull, CT 06611

Article XII. Governing Statutes:

1. This Agreement shall be governed by the laws of the State of Connecticut.

Article XII. Entire Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the services described herein and supersedes all previous representations, negotiations, commitments and writings thereto.

Agreed upon and signed by:

Witnessed:

(for the Town of Trumbull, Timothy Herbst, First Selectman or designate) (Date)

Agreed upon and signed by:

(Robert T. Brown President, ATK Golf Services, Inc.)

(Date)

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 9-Jun-11
AGENDA: 6-11-01
AMOUNT: \$3,256

2010-2011

(A) APPROPRIATION FROM: ACCOUNT NO.
ACCOUNT NAME UNRESTRICTED FUND BALANCE 3,256
TO: ACCOUNT NO. 01 013600-522204
ACCOUNT NAME SERVICE CONTRACT ACCOUNT 3,256

(B) TRANSFER FROM: ACCOUNT NO.
ACCOUNT NAME
TO: ACCOUNT NO.
ACCOUNT NAME

(C) SUMMARY OF REQUEST

(D) REQUESTED BY: SUZANNE BURR MONACO

(E) SUPPORTING DATA: SEE ATTACHED

(F) CONCURRENCE YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED
2. RECOMMENDED TO TOWN COUNCIL
3. TABLED
4. DENIED
5. OTHER

over on documents

Cold system

Document costs are up

today - *600 fire tax liens*
470 sewer usage liens

2007, 2008

TOWN CLERK'S OFFICE
Town of Trumbull
Connecticut

06-11-01

SUZANNE BURR MONACO
TOWN CLERK
(203) 452-5037



TOWN HALL
5866 Main Street
Trumbull, Connecticut 06611

May 11, 2011

To: Maria Pires, Finance Director

From: Suzanne Burr Monaco, Town Clerk

A handwritten signature in cursive script, appearing to read "Suzanne Monaco", is written over the "From:" line.

Subject: Supplemental Appropriation

We are in need of a supplemental appropriation for our COTT service contract. Service Contact Account # 01 013600-522204 is in need of a supplemental of \$3255.54.

This is due to our document verifications and monthly service fees. The number of our documents has increased above last year's level.

Thank you.

c: Timothy M. Herbst, First Selectman



Monty Wickerham
Cott Systems, Inc.
350 East Wilson Bridge Rd.
Worthington, Ohio 43085
May 9, 2011

Susan Cole
Trumbull, CT. Town Clerk

Dear Susan:

Per your request, this note should supply needed details regarding your audit service.

Cott Systems has provided audit services of your Land Records for several years. Our current rate for this service, which hasn't changed in many years, is \$0.58 per instrument. The frequency of this audit is dependent upon receipt of index data and images from the Town, but is generally invoiced quarterly. Examination of Indexes and Inspections of Land Records of the Towns certificates are completed annually per the Connecticut State Library.

We certainly appreciate your business Susan, and look forward to providing this valuable service to the Town of Trumbull well into the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monty Wickerham".

Monty Wickerham
Director, Data and Image Services
800-234-2688 x342
mwickerham@cottsystems.com

Ms. Suzanne Burr Monaco
TRUMBULL CT CLERK - Town Clerk
5866 Main St
Trumbull, CT, 06611

April 16, 2010

Dear Ms. Burr Monaco,

Please, allow me first to thank you for giving us an opportunity to provide microfilm creation service to your office.

As you may recall, your monthly microfilm creation fee is a derivative of the previously agreed upon per image price combined with what we know about your average annual filing volume (based on microfilm we have created for you over the course of the last two years). Also, we committed to review the volume on an annual basis.

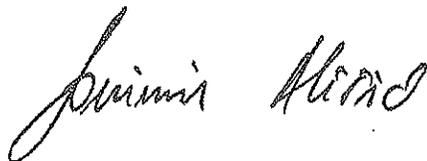
Audit for your account is completed and it reflects a need to adjust your monthly microfilm creation fee (see below).

Your updated monthly microfilm creation fee is **\$177.62**, effective April 2010 billing.

Additionally, if Cott is not currently storing your microfilm, please take a moment to consider us for your offsite storage needs. Our offsite storage services compliment the microfilm creation service we currently provide for you. Please contact me for more information.

We appreciate you partnering with Cott in the operation of your office. Our hope is that this notification will better accommodate your budget planning needs. We always welcome your feedback. Please feel free to contact me anytime.

Sincerely,



Sanimir Alisic
Operations Supervisor
Cott Systems Inc.
350 E Wilson Bridge Rd
Worthington, OH 43085
Phone: (614) 847-4405 Ext. 285
Fax: (614) 985-0079

RECEIVED FOR RECORDS
VOLUME _____ PAGE _____
2010 APR 19 AM 11:08
TRUMBULL LAND RECORDS
ATTENTION
TOWN CLERK



INFORMATION MANAGEMENT SOLUTIONS

Master Agreement for Products and Services

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

Products and Services Ordered Under This Agreement

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

- Auditing, Auto Index Software, Backfile of Record Books, Books, Covers & Jackets, Data Acquisition, Data Conversion, Day Forward Redaction, Desktop, Electronic Backups, eCommerce, eRecording, Key from Image Workflow, Hardware & Network Software, Hardware Maintenance, Historic Redaction, History of Index Data, Microfilm Creation, Offsite Storage, Online Index Books, Plats, Printouts, Reindexing, Remote Online Training, Resolution, Software Assurance, Software Escrow, Thin Office Resolution, Toby Trax, Verdict, Webhosting

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

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 90 days after Cott has signed this Agreement.

Trumbull CT

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Jodie Bare 9.14.09 (Signature) (Date)

R.L. 9/17 (Signature) (Date)

Jodie Bare (Print Name)

(Print Name)

Vice President (Print Title)

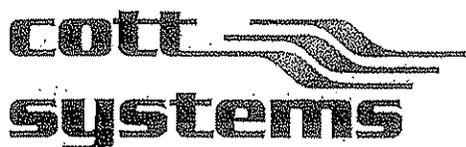
(Print Title)

Jane E. Miller (Attest)

(Attest)

TERMS AND CONDITIONS

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



INFORMATION MANAGEMENT SOLUTIONS

Software License and Software Assurance Addendum

This *Software License and Software Assurance Addendum* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Renewal 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 patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
- 4. Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such up front payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.



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Software Assurance fees for the last month of the term will be invoiced on the Go-Live Date ("Software Assurance Deposit") and will be credited to Customer's last invoice of the term.

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

5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
6. **Early Termination of Software Assurance.** Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Cott will apply the Software Assurance Deposit to Customer's account prior to issuing a final invoice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.
7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and 1/2 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;



INFORMATION MANAGEMENT SOLUTIONS

(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.



INFORMATION MANAGEMENT SOLUTIONS

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

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



INFORMATION MANAGEMENT SOLUTIONS

Amendment to Addendum for Microfilm Creation Services

This is an Amendment to the Addendum for Microfilm Creation Services ("Addendum") by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified herein.

Whereas, a Master Agreement for Products and Services will take the place of the End User Software License and Support Agreement between Cott and Customer.

Whereas, the Addendum will continue in force according to its terms.

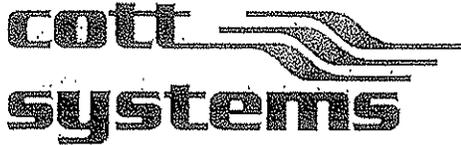
Cott and Customer acknowledge and agree that the Master Agreement will now apply to the provision of products and services by Cott under the Addendum and the terms of the Master Agreement are incorporated by reference into the Addendum. The terms actually set forth in the Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Cott and Customer have entered into this Amendment as of the date it is signed by Customer.

Addendum for Microfilm Creation Services: 1/2/2007
(Date Signed)

Trumbull CT
(County, Parish or Town)

CUSTOMER



INFORMATION MANAGEMENT SOLUTIONS

Amendment to Addendum for Offsite Storage Services

This is an Amendment to the Addendum for Offsite Storage Services ("Addendum") by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified herein.

Whereas, a Master Agreement for Products and Services will take the place of the End User Software License and Support Agreement between Cott and Customer.

Whereas, the Addendum will continue in force according to its terms.

Cott and Customer acknowledge and agree that the Master Agreement will now apply to the provision of products and services by Cott under the Addendum and the terms of the Master Agreement are incorporated by reference into the Addendum. The terms actually set forth in the 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.

Cott and Customer have entered into this Amendment as of the date it is signed by Customer.

Addendum for Offsite Storage Services:

8/17/2006
(Date Signed)

Trumbull CT
(County, Parish or Town)

CUSTOMER



INFORMATION MANAGEMENT SOLUTIONS

Renewal Schedule

For Rose Lodice, Town Clerk, Trumbull CT

Prepared on Friday, September 11, 2009

For a term of thirty-six (36) months, from July 1, 2009 through June 30, 2012, Cott will provide the following Software Assurance services:

- Software Assurance for Resolution SBE Indexing and Imaging with 3 software user licenses.
• Software Assurance allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.
• Software Assurance provides software updates developed by Cott for the purpose of fixing a previously unidentified software "bug." Software Assurance also entitles the Customer to receive, at no additional charge, any software updates developed by Cott which contain enhancements that increase the speed, efficiency, or ease of operation of the current version of software.

Assumptions and Requirements

- The customer will continue to designate one point of contact in their office to communicate information to Cott.
• Items and tasks requested by Cott will continue to be fulfilled by the customer in a timely manner.
• The customer's proper use of software and compliance to all operating instructions.
• Windows proficiency is helpful for all employees being trained.
• The customer is responsible for data entry standards or rules, document preparation, data entry of information and document scanning.
• Cott Customer Support requests will be addressed as defined in Cott's Customer Support Processes Exhibit.

Table with 4 columns: Fee, Current Fee, New Monthly Fee, and another Fee. Values include \$689/mo and \$703/mo.

Above information does not include monthly microfilm creation fees or monthly storage fees. Fee is subject to change upon customer upgrading to resolution3 or customer adding fee software module.

Schedule of Payments Invoice monthly for 36 months \$703/mo
Invoices due within thirty (30) days of issue

1 Monthly Fee for last month of term will be invoiced and collected upon the beginning of the term, and will be credited to final invoice at end of term or in the event Customer elects to end service.



INFORMATION MANAGEMENT SOLUTIONS

Customer Support Processes Exhibit

Part 1: Contacting Cott Customer Support

There are three primary methods for contacting Cott Customer Support:

- **Toll free hotline: 800-588-COTT**
 - Cott personnel are available 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 will be checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - For less urgent issues, a Customer Support representative will check all email sent to this address within one hour of receipt during business hours.
- **Facsimile: 866-540-1072**
 - For less urgent issues, a Customer Support representative will check all faxes sent to this number within one hour of receipt during business hours.

Part 2: Support Processes

Cott's Customer Support Call Coordinator will be handling the majority of all incoming requests. The Coordinator is responsible for monitoring all incoming contact via the toll-free hotline, email and facsimile to Customer Support. Tier 1 and Tier 2 Technicians will share this responsibility in the event the Coordinator is unavailable.

The Coordinator's role is not to solve incoming Customer requests. The Coordinator will gather requests coming into Customer Support, then distribute to the proper resource group (Tier 1, Tier 2, or Tier 3) using group queues. This ensures minimal hold times and allows Customer Support to more effectively and efficiently resolve issues.

Tiered Support: There are three distinct tiers within Customer Support. This tiered structure ensures proper levels of knowledge and focus for issues reported.

- **Tier 1 (Generalists):** Comprised of technicians who are generally knowledgeable about all facets of requests coming into support, Tier 1 strives to resolve the issue within one phone call and with minimal time. Typically, Tier 1 resolves 55%-65% of all incoming requests.
- **Tier 2 (Specialists):** Comprised of technicians who focus on complex issues, Tier 2 typically resolves 90%-95% of assigned issues.
- **Tier 3 (Experts):** Comprised of systems engineers and software developers who are subject matter experts, Tier 3 has a group focused on hardware and systems issues, and a group focused on software issues.