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cott
systems

RECORD



Contract for

RECORDhub Services

Woodbury County, Iowa

Michelle Skaff, County Recorder, Auditor

December 16, 2025

RECORDhub SERVICE ADDENDUM

This **RECORDhub Service Addendum** ("Addendum") is by and between Valsoft Corporation Inc., dba Cott Systems ("Cott") and Woodbury County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

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

TERMS AND CONDITIONS

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

managing and monitoring accounts with such Users and will require all Users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect internet bandwidth capacity and the Customer's Data.

5. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service and any advertising or associated marketing materials. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott.
6. **Disclaimer of Warranty.** RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 99.5% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
8. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Users and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for

unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.

9. **Service Updates.** Updates to maintain and optimize the performance of the Customer's land records software will be scheduled by Cott. These updates may also include software enhancements. The Customer will accept and receive all updates in order to continue using the RECORDhub Service.
10. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's Data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's Data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected Data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
11. **Defect Warranty.** Cott warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott commences to cure, and diligently proceeds towards the remedy of, the deficiency within such period. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times. The warranty does not apply if malfunctions or errors are caused by defects in User's associated equipment, non-Cott software, networks, or a deficiency in Customer's internet link.
12. **Training.** Cott will make available through the Service online user help instructions and documentation as deemed applicable by Cott in connection with the Service.
13. **Fees.** Any applicable fees for the initial setup will be paid to Cott by Customer. Cost of the Service ("Fees") during the Term are specified on the Order Summary page. Ongoing monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered.
14. **Termination.** In the event of any Service termination, no refunds to Users will be made. Customer is entitled to receive payment for Services through date of service termination.

X Customer Acknowledgement:

James A. Bennett

Date: 12/30/2025

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

Master Agreement for Products and Services

2/18/2025

Woodbury County, Iowa

(County, Parish, Town)

VALSOFT CORP, INC. dba COTT SYSTEMS

CUSTOMER

David J. Scheine January 7, 2026
(Signature) (Date)

James A. Bittner II 12/30/2025
(Signature) (Date)

David J. Scheine
(Print Name)

David A. Bittner II
(Print Name)

Chief Executive Officer

Woodbury County Board of Supervisors

(Signature)
(Initial)

(Signature)
(Attest)

Customer acknowledgement also required on additional

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

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

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

RECORDhub ORDER SUMMARY

1. RECORDhub Gateway. (no eCommerce).
2. Software Applications. Hosted Online Index Books.
3. Implementation, Setup Fees. Included. \$0.
4. Customer Support. Cott Customer Support is included with the Service.
5. Term. Contract term to be coterminous with Online Index Books System term.

EXHIBIT FOR RECORDhub SUBSCRIPTIONS AND RATES

Subscription Plan	Subscription Fee	Document Viewing	Image Prints or Downloads (per document)	Search Results Prints or Downloads	Time Spent Searching
Complimentary Public Access Subscription					
Complimentary	\$0	Unlimited	\$0	Unlimited	Unlimited
Free Secure Subscription For Government Users					
Unlimited Government	\$0	Unlimited	\$0	Unlimited	Unlimited

PLEASE NOTE: The pricing in this offer is valid through 2/16/2026. After this date, this offer will be priced at the current rate.

X Customer Acknowledgement: *Don Brown* Date: 12/30/2025