

AIT, LLC
and
the Carroll County Registry of Deeds, Carroll County,
New Hampshire

Contract to Provide a Custom Land Records System

Date: December 9, 2021

Version: V10

This Software Development Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between AIT LLC having its principal place of business at 43807 Lees Mill Square, Leesburg VA 20176, (“AIT”), and The Carroll County Registry of Deeds, Ossipee, New Hampshire (the “Registry”) having its principal place of business at 95 Water Village Road, Ossipee NH 03864.

WHEREAS, the Registry has reviewed the Essex South Registry of Deeds Software System, and the Registry wishes to acquire a system with similar functionality customized as needed, and the Developer is a contractor with whom the Registry has come to an agreement to develop a custom system for the Carroll County Registry of Deeds patterned on the Essex South Registry System.

WHEREAS, AIT LLC agrees to provide, perform and furnish to the County the work, labor, services, materials and software as defined in AIT LLC’s RFP/Proposal for Land Records Management System dated July 20, 2021 (the “Proposal”). A copy of the Proposal is attached as Appendix C annexed hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the AIT and the Registry (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Developer’s Duties (collectively, the “Services”)

- a. The Registry hereby engages AIT, and AIT hereby agrees to be engaged by the Registry, to provide an AIT System (the “Software”) in accordance with the specifications attached hereto as Exhibit A (the “Specifications”) and the Parties incorporate, by reference, the entirety of the Proposal as part of this Agreement, and any reference to the Agreement includes the Proposal and all Exhibits attached hereto.
- b. AIT shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by January 1, 2022 (the “Delivery Date”).
- c. As long as this Agreement remains in force, AIT shall provide the Registry attention to answer any questions or assist solving any problems regarding the operation of the Software. AIT agrees to respond to any reasonable request for assistance made by the Registry regarding the Software within 4 hours of the request. Every effort to provide immediate emergency response to the Registry will be offered and maintained during Registry working hours.
- d. Except as expressly provided in this Agreement, the Parties shall not be obligated under this Agreement to provide any other unarticulated support or assistance to the other party.

- e. AIT shall provide to the Registry after the Delivery Date, a cumulative 40 hours of training with respect to the operation of the Software if requested by the Registry; if training is requested outside of the 40 hours provided above, the Registry can request a fixed price quote for additional training.
- f. AIT will provide a system which meets the Registry's compliance guidelines and standards which are published on the Carroll County Registry of Deeds website. Publicly accessible user-interface components of the AIT System are required to be Americans with Disability Act (ADA) compliant; publicly accessible components of the AIT System must be compliant with County, State, and Registry standards.
- g. AIT will make every effort to assist Carroll County Information Technology personnel with the set up and maintenance of the in-house Carroll County servers.

2. Delivery

- a. The Software shall function in a manner consistent with the agreed Specification on or before the Delivery Date.
- b. **Specification Conformity within 60 Days:** If the Software as delivered does not conform to the Specifications, for any deficiency that falls within the list of specifications required to be remedied within 60 days, the Registry shall within 60 days of the Delivery Date notify AIT in writing of the ways in which the software does not conform to the Specifications. AIT agrees that upon receiving such notice, it will make reasonable efforts to correct any non-conformity within 30 days. No additional charges will be assessed for changes to make the software compliant.
- c. **Specification Conformity within 365 Days:** If the Software as delivered does not conform to the Specifications, for any deficiency that falls within the list of specifications required to be remedied within 365 days, the Registry shall notify AIT in writing of the ways in which the software does not conform to the Specifications. AIT agrees that upon receiving such notice, it will make reasonable efforts to correct any non-conformity within 365 days of the Delivery Date.
- d. Upon completion of all non-conformities described in sections 2(b) and 2(c), above, the Registry shall provide to AIT written notice of its finding that the Software conforms to the Specifications within (the "Acceptance Date"); unless the Registry finds that the Software does not conform to the Specifications as described in Exhibit A herein.

3. Compensation

In consideration for the Services, the Registry shall pay a fee to AIT for work under this Agreement in the amount of \$170,000.00, to be paid according to the following schedule:

- a. Initial payment: \$85,000.00 (Due January 1, 2022)

- b. Payment #2: \$42,500.00 (Due July 1, 2022)
- c. Payment #3: \$42,500.00 (Due November 1, 2022)

The Registry agrees to pay to AIT a yearly licensing/maintenance/repair fee of \$27,500.00 (the "Repair Fee"), payable quarterly in advance, beginning 12 months after the Delivery Date for a period of up to ten (10) years, at the sole election and option of the Registry, which may elect to renew annually. Year six through ten the Repair Fee is to be indexed to CPI; the basis year for the CPI adjustment will be 2021. For purposes of this Agreement and as used throughout, this Agreement shall be deemed to be in effect through January 1, 2032, unless otherwise terminated pursuant to this Agreement.

4. Additional Work and Compensation Options

- a. AIT will, at the option of the Registry, provide hosting of the Carroll County Home and Search websites on AIT systems for a period of 1 year, after which time AIT will facilitate the transfer the Carroll County Home and Search website to a third-party web hosting service. For the term of this Agreement, AIT will provide regular backup of Carroll County data and images at AIT facilities. The Registry will provide the necessary equipment (firewall and network equipment) at their location to support a VPN tunnel to an AIT portal and third-party web hosting services after one year.
- b. The license/Repair Fee granted under this agreement with regard to the Software, may be terminated by either party for failure of either party to comply with the terms and conditions of this Agreement. However, before any such termination, the terminating party must first give written notice of any alleged failure to the other party and allow the party thirty (30) days to correct any such failure. If after the thirty-day (30) notice, such material failure has not been corrected, then the contract may be terminated by either party. The Registry may retain a copy for archival purpose only. After Registry has discontinued the use of the License program, for whatever reason, AIT will take reasonable steps to assist Registry in transferring any of the Registry's data into another system.
- c. If there are changes in scope to the Specifications (see section 11), the Registry shall pay AIT at an hourly rate or a fixed price to be negotiated between the Parties. The hourly rate can be applied to new changes during the project or for support requests 365 days after project approval. Fees may be billed for work authorized by the Registry through a change request. Fees billed under the hourly rate shall be due and payable within 30 days upon AIT providing the Registry with an invoice. It is expressly agreed that hourly rates do not apply to requests that may require travel and other out-of-pocket expenses to the Developer, other than the on-site provisions included in the terms of this contract.

5. Indemnification

To the fullest extent permitted by law, the Parties shall protect, indemnify, save, defend, and hold harmless the other party, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly as a result of the intentional or negligent act or omission of the other party or its agents, employees, contractors or subcontractors.

In addition, and regardless of respective fault, the Parties shall defend, indemnify, and hold harmless the Indemnified Parties for any costs, expenses, and liabilities arising out of a claim, charge, or determination that the other party's officers, employees, contractors, subcontractors, or agents of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages, or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

Each Party's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

6. Limitation of Liability.

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO AIT HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING ONE-MILLION AND 00/100 (\$1,000,000.00). UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. This provision is not intended, and shall not be construed, to limit the amount of liability that would otherwise be covered under any of the insurance policies, listed in paragraph 7, below.

7. Insurance.

AIT shall maintain in full force and effect, for the term of this Contract, the following types of insurance:

- a. Commercial General Liability insurance of not less than \$1,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate;
- b. Automobile liability insurance of not less than \$1,000,000.00 combined single limit;
- c. Umbrella Liability insurance of not less than \$1,000,000.00;
- d. Workers' Compensation insurance meeting or exceeding the statutory requirements;
- e. Errors and Omissions insurance of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate;
- f. Cyber liability insurance of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate applicable to data breach defense, response, and mitigation.

AIT may obtain the coverage limits through the use of underlying and umbrella/excess policies. AIT will provide a certificate of insurance evidencing the required coverages prior to the execution of the Agreement. AIT further agrees that the County and its officials, agents, volunteers, and employees shall be named as an additional insured on a primary and non-contributory basis in any and all liability insurance policies applicable to the work performed under this contract and all liabilities as set forth.

8. Independent Contractor.

AIT, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture, or employee of the County, and is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of work under this Contract.

9. Taxes.

The County represents that it is exempt from the payment of state and local taxes so the services and products hereunder will not be subject to such tax. County will provide, upon request, a certificate evidencing such tax exemption. AIT may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt.

The fees paid to AIT pursuant to this Contract are inclusive of any applicable sales, use, personal property, or other taxes attributable AIT's cost in acquiring or providing products and/or Preservation Services and related materials.

10. Intellectual Property Rights in the Software

The Parties acknowledge and agree that AIT will hold all intellectual property rights, copyright and trademark rights to the Software including, but not limited to, copyright and trademark rights. The Registry agrees not to claim any such ownership in the Software's intellectual property for the enhancements developed after completion and delivery of the Software to the Registry; however, the Registry shall retain ownership of data, images, and other artifacts provided or generated by the Registry. The Registry records shall not be used, sold, commercially exploited, or disclosed to third Parties by AIT other than in connection with providing the services pursuant to this Contract.

11. Changes in Specifications

AIT shall provide reasonable legislative updates to the AIT software system as required by the State of New Hampshire at no additional charge, subject to the provisions of this Paragraph 11. The Registry may request that reasonable changes be made to the Specifications and to tasks associated with the implementation of the Specifications. The Registry will provide a Change Request to AIT. If the Registry requests a change, AIT will use its best efforts to implement the requested change at no additional expense to the Registry. If the proposed change will require a delay in the delivery of the Software, which would be determined at the sole discretion of AIT, or would result in additional expense to the Registry, then the Registry and AIT shall confer and the Registry may elect to either (1) withdraw the proposed change or (2) require AIT to deliver the Software with the proposed change and be subject to the delay and/or additional expense (based on the hourly rate designated in Section 4(c) or a mutually agreed upon fixed project price). The Registry agrees and acknowledges that AIT's judgment regarding any delay or additional expense shall be made solely by AIT.

12. Confidentiality

Notwithstanding the rights of the public under the New Hampshire RSA 91-A, Public Right to Know Law, all data-entered or information generated with the system by Carroll County is the sole and exclusive property of Carroll County and shall be considered and kept strictly confidential information.

13. AIT Warranties

AIT represents and warrants to the Registry the following:

- a. Development and delivery of the Software under this Agreement are not in violation of any other agreement that AIT has with another party.

17. Other Terms and Conditions

- a. AIT warrants that all personnel shall exercise due professional care in the performance of this contract and will communicate all significant matters to Registry's contract manager or his designee. AIT warrants that the software will support the features as specified in the Contract or otherwise agreed between the parties. Upon notification by Registry, AIT will correct any errors in work as soon as possible. Correction of said errors will be without additional cost to Registry.
- b. The Registry will compensate AIT as provided herein and in the manner provided herein. The Registry will not pay AIT for any travel, parking or other expense unless approved by the Registry in writing in advance.
- c. *Non-Compete*: The Registry and AIT agree that during the term of this Agreement and for a period of twelve months thereafter, neither party will solicit, directly or indirectly, for employment or employ any employee of the other who was involved in the performance of AIT services without the prior written consent of the other.
- d. While this contract is in effect, the Registry shall have an irrevocable, perpetual non-exclusive royalty-free site-based license to all software developed by AIT and all related documentation prepared, acquired, designed, developed or improved by AIT for delivery under this contract with the Registry on any number of computers without limitation at the Carroll County Registry of Deeds office.
- e. AIT warrants that it has legal title and rights of ownership of the software provided pursuant to this contract between the Registry and AIT and related documentation and that it has the necessary right, title and interest necessary to grant this license to the Registry. AIT warrants that this software does not infringe any copyrights, patents or trade secrets of any third person. AIT warrants that the software is in good operating order and represents that the software is fit for the particular purpose intended by the Registry. The provisions of this license, which by their nature extend beyond the expiration date or other termination of this agreement, will survive and remain in effect until all obligations are satisfied.
- f. All proprietary software and related documentation licensed to Vendor by third parties for the purpose of Vendor performing its obligation under this contract shall remain the property of such third parties.
- g. If the Registry provides AIT with any license for third party software to be used by AIT for services performed by the Registry pursuant to any contract with the Registry, AIT agrees to be bound by each term of said license.
- h. AIT agrees to warranty all changes made including but not limited to software modifications, installation and configuration of third-party software, and data migration and conversion, for as long as this Agreement remains in effect.

- i. Where agreement approval, acceptance or consent of either party is required by this Agreement, such action will not be unreasonably withheld or delayed. AIT may perform its services through its wholly owned subsidiaries or subcontractors.
- j. Each party will use commercially reasonable measures to screen any software provided or made available by it to the other party hereunder for the purpose of avoiding the introduction of any “virus” or other computer software routine or hardware components which are designed (1) to permit access or use by third parties to the software of the other party not authorized by this Agreement , (2) to disable or damage hardware or damage, erase or delay access to software or data of the other party of (3) to perform any other similar actions.

18. Non-Appropriation

Carroll County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Carroll County’s then current fiscal year, subject to annual approval by the Carroll County Delegation. Should Carroll County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Carroll County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

19. Entire Agreement.

This Agreement, specifically including the terms and conditions of both the RFP and the Proposal, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and Agreements between the Parties, whether written or oral, relating to the same subject matter. This Agreement and all its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

20. Severability.

If any provision of the Agreement is constructed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provision had never been incorporated.

21. Counterparts Number

Headings and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.

22. Force Majeure

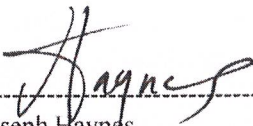
Neither party shall be liable for any failure under this contract arising out of compliance with any law, ordinance, regulation, ruling, order, mandate or other governmental action or arising out of acts of God, fire, flood, war, sabotage, accidents, labor disputes, pandemics, shortages or interruption or delay in transportation, or any other similar circumstance beyond the control of the party.

23. Signatory Warranty and Binding Effect.

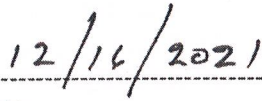
The undersigned signatories for the Parties hereby represent and warrant that they have full and complete authority to enter into this Agreement on behalf of their respective entities and that the executions hereof are the acts of the parties involved and constitute legal, valid, and binding obligations of the respective Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both parties by its duly authorized officers, as of the day and year set forth below.

AIT, LLC

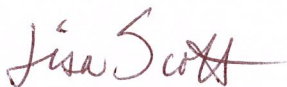


Joseph Haynes
CEO

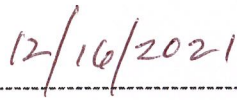


Date

Carroll County Registry of Deeds



Lisa Scott
Register



Date

EXHIBIT A

SYSTEM SPECIFICATIONS

The system to be provided to the Registry shall consist of the following components within 60 days:

Registry Multifunction Recording Module (Superstation)

- Basic Component Features:
 - Provides cashiering functionality for walk-in, mail, and electronic recording transactions, and enforces recording priority (“race to the courthouse”). Also allows recorded transactions to be retrieved, reviewed, and edited.
 - Provides the ability to do additional editing and data entry of recorded documents.
 - Provides document scanning support. Allows batch scanning or document-by-document scanning.
 - Provides re-key verification/resolution support
 - Provides access to reports necessary for cashiering operations and data analysis and ability to export data in multiple electronic formats.
 - Provides ability to reprint receipts, labels, etc.
 - Provides the ability to query certain types of information, such as the content of the electronic recording queue, rejected transaction lists, etc.
 - Built in support for remote recording and secure remote operation by Registry staff
 - Provides software necessary for support of a remote web host deployment by a third-party vendor.
 - Provides ability to back index and make current historical information available on the web site
- Customization:
 - Modify internal lists (e.g., document types, town names) as appropriate for the Registry
 - Change fee calculation formulas to meet Registry requirements
 - Add sequence (control) numbers for LCHIP and Transfer Tax charges, and tracking for those numbers
 - Modify the system to support receipt and barcode printers that will be used by the Registry
 - Add rejection tracking for non-electronic recordings
 - Add tracking of transaction submitters to non-electronic recordings
 - Keep the system up to date with reasonable legislative changes and requirements
 - Provide customized reports to replace the current reports identified in Exhibit D.
 - Provides export of information to governmental organizations, State of New Hampshire and Towns.

Web Search Module

- Basic Component Features:
 - Home Page and related informational pages.
 - Single-page application (SPA) implementation, designed for use on PCs and mobile devices.
 - Multiple search parameters, designed for land records
 - Fully featured search result grids, with filtering, sorting, and grouping
 - Downloadable images
 - Search results downloadable in a variety of formats
 - Shopping basket for downloads with credit card, ACH and account payment options
 - Optimized for latest browsers
- Customization:
 - Special name variation search designed to address the variety of name formats in the Carroll County data (linked to the regular name search).
 - Download and cashing enablement tied to customer accounts
 - Ability for remote account holders to check account status and activity via a web interface.
 - Accommodate Registry requirements for unindexed image access

Fraud Alert Module

- Basic Component Features
 - Web-based enrollment.
 - Nightly automated reports
- Customization:
 - Remove address match (only support name match)

Report Module

- Basic Component Features
 - Provides a GUI-based access to reports available in the system, including entry of report parameters (e.g., date ranges, etc.)
- Customization:
 - Addition of Carroll County-specific reports

Financial/Account Module

- Basic Component Features
 - Provides a GUI-based interface for account and other financial entries. Allows generation of electronic and paper account invoices and electronic and paper statements

Registry Administration Module

- Basic Component Features
 - Provides a GUI-based interface for Registry administrative tasks (e.g., maintenance of user IDs and passwords)

DATA CONVERSION

In this project, AIT is converting two separate databases and imaging systems with differing structures. AIT will make its best efforts to convert data and images provided by the Registry to formats compatible with the AIT system. AIT will work together with Registry staff to ensure the accuracy of the conversion process. HOWEVER it is specifically agreed by the parties that AIT's sole responsibility and liability for any deficiencies or defects in the converted data, once it is present in the AIT system, will be to make best efforts to correct such defects if the data is available to make those corrections; such corrections must be able to be applied via algorithm, and AIT will have no responsibility to perform manual corrections of converted data. Inception of operation of the AIT system at the Registry will constitute the Registry's acceptance of the converted data and images, except as agreed via amendment to this Contract.

OTHER SYSTEM FEATURES

- Automatic Report Generation – designed for automated delivery of electronic reports
- Immutable backup system – designed to support multiple real-time backups of data and images to local and remote backup systems.
- Optional support for electronic recording submissions by government agencies, tied to agency accounts
- Optional support for public electronic recording, paid by credit card or ACH.

OTHER PROJECT TASKS

- Move the Registry Home Page to another hosting location and provide linkages to the AIT-provided Search Module and Fraud Alert Module.
- Implement and configure connections to backup systems at Carroll County and at AIT.

- Assist Carroll County IT personnel in the implementation and configuration of high-availability cluster support on Registry Servers.

SYSTEM SPECIFICATIONS

The system to be provided to the Registry shall consist of the following components within 365 days:

OTHER PROJECT TASKS

- Move the Registry Home Page to another hosting location and provide linkages to the AIT-provided Search Module and Fraud Alert Module.

EXHIBIT B

MILESTONE DATES

The following list consists of the remaining milestones identified for the delivery of the System:

(All dates below are contingent on date of contract execution, and Registry approval of customizations and data conversion)

Test “go live” (includes DB re-conversion)	November 25 – November 30, 2021
Final DB conversion	December 31, 2021
Beginning of Warranty Period Commences	January 1, 2022

EXHIBIT C

RFP/Proposal for Land Records Management System

Dated July 20, 2021

Reference is made to PDF files incorporated herein:

1. RFP Land Records Management System NEW, and
2. RFP Special Registry Requirements

Exhibit D

Reports: Data, within date range, compiled and available to print, save or export in requested and various electronic format.

Daily reports: (to be available 1/4/2022)

Tender Options Summary
Tender Options Detail Report
Summary Report of Fees with counts
Summary Report of Payments by account
Transaction Activity Report, to include all data for time period requested.
Transfer Tax Detail Report (valid and void) with counts, stamp #'s and amounts.
LChip detail Report (valid and void) with counts, stamp #'s and amounts.
Provide daily summary data for each specific fees, funds, charges and payments as shown on the Carroll County Receipts Journal
Reception Book (add eRecord v paper record detail and daybook data ie: submitter & return to information)
Nightly electronic Town Transfer Report to each municipality in Carroll Count
NHDRA/UNH Mosaic daily electronic transfer of data

Monthly reports: (late January availability – before end of month processing)

Document Type & Search Group Counts
Calculated Fees and Funds by TXID Report (if needed)
Escrow Activity Report
Escrow Statement Summary with running totals
Invoice Reports
Chronological Daybook Activity Report or data added to Reception Book (to be determined)
Charge Account Activity Report (any or all accounts)
Outstanding Charge Summary Report or Aged Trial Balance
Image Export Utility for Microfilm Production
NH DRA DP-4 form
Grantor Index
Grantee Index