



Contract for

AI Document Management

Marshall County, Iowa

Ms. Nan Benson, County Auditor & Recorder

July 29, 2026

Valsoft Corporation Inc., dba Cott Systems
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.Cottsystems.co



ADDENDUM FOR AI PROCESSING OF DIGITAL FILES

This Addendum for AI Processing of Digital Files ("Addendum") is by and between Valsoft Corporation Inc. d/b/a Cott Systems ("Cott") and Marshall County, Iowa ("Customer"). This Addendum is executed under the Terms and Conditions of Cott's Master Agreement for Products and Services (the "Master Agreement").

1. **Service.** Cott will process Customer digital files to extract text (OCR as needed), generate embeddings for keyword search (as needed), and infer/apply metadata tags, for use in Cott's hosted application (the "Services").
2. **Source.** Cott will provide files in standard formats (e.g., PDF/TIFF) in organized folders after completing scanning. Service quality depends on source quality; low-quality scans/handwriting/maps/marks may reduce accuracy and increase effort.
3. **AI Processing Vendors.** Customer acknowledges Cott may use third-party vendors (including AI/OCR/hosting vendors, such as OpenAI/AWS/Azure/GCP) to perform the Services. Unless expressly authorized by Customer, Customer data will not be used to train foundation models. Data residency/export needs must be stated in writing prior to processing.
4. **Hosting & Region.** The Keyword Search application is a hosted cloud service. Customer content for this Service will be processed and stored in a cloud provider service (example, AWS) designated by Cott unless otherwise agreed in writing. Customer data residency or export-control requirements must be stated before processing; fees may change accordingly.
5. **Term.** The term of this Addendum (the "Term") will begin on the date of the last signature to this Addendum and continue for 3 years, unless earlier terminated as provided in the Agreement. Thereafter, the Term will automatically renew for successive 1 year periods unless either party provides written notice of non-renewal at least 60 days prior to the expiration of the then-current Term.
6. **Fees.** Fees are set forth in the Order Form. Pricing assumes up to 50% pages require OCR, average page size ≤ 120 KB/page, and up to 10 tag fields at launch. Material overages (OCR %, page size, fields, special handling) may be billed at \$0.016/page or \$300/hour after notice for Professional Service fee overages. Public egress beyond 100 GB/month billed at pass-through rates. Except as otherwise provided, the fees stated herein are exclusive of any applicable taxes. Cott may adjust the Fees upon at least 30 days' prior written notice to Customer to reflect any increase in the Supplier's costs of providing the Services, including but not limited to increases in third-party supplier, hosting, licensing, or other input costs. Any such adjustment shall be reasonable and proportionate to the underlying cost increase.
7. **Pilot & Acceptance.** A pilot of 20 documents / 200 pages will confirm searchability and agreed tags (the

"Pilot"). Upon Customer's written acceptance of the Pilot results, such acceptance shall constitute Customer's acknowledgment that the Services meet agreed functional specifications, and Cott may commence full processing.

8. **Early Termination.** Either party may terminate this Addendum by providing 60 calendar days written notice to Cott. The parties' respective rights and obligations with respect to fees and costs upon early termination will be governed by the terms of the Master Agreement. Cott will cease providing the Services as described in this Addendum on the last day of the monthly term that occurs 60 calendar days after Cott's receipt of the termination notice.
9. **Ownership.** Customer owns all rights, title, and interest in and to the Source Materials and the AI outputs produced specifically from those materials. Cott retains all rights in its pre-existing and independently developed software, algorithms, tools, and workflows, including any enhancements made during performance of the Services. Customer grants Cott a limited, non-exclusive license to host, process, and store the Customer data solely for purposes of providing and supporting the Services. Upon written request or upon termination, Cott will return or securely delete Customer content in accordance with the Master Agreement.
10. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE MASTER AGREEMENT, THE SERVICES, AI OUTPUTS, AND HOSTED APPLICATION ARE PROVIDED "AS IS." COTT AND ITS VENDORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE OPERATION, OR THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS. CUSTOMER IS RESPONSIBLE FOR VERIFYING AI OUTPUTS BEFORE RELIANCE.
11. **Limitation of Liability.** In no event shall Cott's total aggregate liability arising out of or related to this Addendum exceed the amounts actually paid by Customer to Cott under this Addendum during the 12 months immediately preceding the event giving rise to the claim. In no event shall Cott or its vendors be liable for any indirect, consequential, incidental, special, exemplary, or punitive damages, or for any loss of data, revenue, or use, even if advised of the possibility of such damages.
12. **Use of AI Outputs.** The AI outputs generated by the Services are intended solely to facilitate information retrieval and review. Such outputs are not legal, official, or certified records, and Customer shall not rely upon or distribute them as such. Cott makes no representation as to the accuracy or suitability of any AI generated text or metadata for Customer's particular

The terms of this Addendum govern the provision of AI Processing of Digital Files served by Cott.

X Customer Acknowledgement: _____ **Date:** _____

Cott and Customer have executed this contract to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this contract and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this contract 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.

Master Agreement for Products and Services 12/21/2021
(Date Signed)

Marshall County, Iowa

(County, Parish, Town)

VALSOFT CORP, INC. dba COTT SYSTEMS

CUSTOMER

(Signature) (Date)

(Signature) (Date)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Attest)

Customer acknowledgement required on additional page(s.)

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

ORDER SUMMARY – AI SERVICES

Products & Services Offered

1. AI Backfile Processing (one-time)

1. Convert image-only pages via OCR/ICR, extract text from text-PDFs/Images
2. Create chunked embeddings for search (as needed); apply AI tagging and search functionality
3. Output: fully searchable corpus with filterable tags (document type, customer fields, year, etc.) and page-level anchors

Total Estimated Images: 3,375 Election Records Images

2. AI Document Management Solution (hosted)

1. Tagging Service *

i. Capabilities

1. Capture client-defined metadata for categorization (or dynamically inferred where helpful)
2. Ensure documents are retrievable via **keyword search**
3. Store additional metadata that serve as filterable tags
 - a. 10 tag fields configured (e.g., committee, doc type, year...)*
 - b. Extra fields available at an added cost

ii. Core Client Requirements

1. Cott's Lincoln AI will source the documents from Cott after scanning is completed
2. Lincoln AI will use a ~20-doc sample for a pilot acceptance (search works + tags appear correctly).
 - a. Multiple year sampling for ingestion tests
3. After sign-off, main ingestion starts.

2. Software (hosted)**

i. Capabilities

1. AI-assisted keyword search across all digitized records; lightweight tag filters for fast retrieval
2. Performance consistent with modern OCR/AI; accuracy depends on source quality.

ii. Configuration

1. Automated OCR pipeline (as needed).
2. Chunked-embeddings / search index + keyword index.
3. Customer filters; export links; unique IDs.
4. AI Generated Tags

Fees & Payment Schedule (AI Services)

1. One-time (Ingestion & Setup)

Line Item	Basis	Price
AI Backfile Processing ***	3,375 * \$0.35 / page	\$1,181.25
Implementation & Config**	5 hours @ \$300 / Hour	\$1,500.00
Project Management	Included in Setup	Included
		\$2,681.25

2. Ongoing (Annual Subscription)

Line Item	Basis	Price
DMS AI - WebApp ***	\$280 / user / month	\$3,360 / year
	Primary User	
	\$190 / user / month	\$2,280 / year
	One (1) Additional User	
Storage	\$10 / month	\$120 / year
Recurring subtotal		\$5,760 / year

*** Tagging Scope**

- 5 hours will be dedicated to
 - Meeting all Core Client Requirements listed in section 2.1.ii.
 - Setting up OCR processing and optimizing keyword search and tagging
 - Configuring the hosted search interface

Additional costs may apply if requests for data cleanup, quality assurance, or other support beyond the initial requirements listed in section 2.1.ii.

**** Deployment & Implementation**

- Hosted web application with unique or best-available authentication
- Project management related to the configuration and implementation of the software are included

***** Deployment & Implementation**

- Price assumes ≤50% OCR pages and ≤120 KB avg/page. Above that, \$0.015/page surcharge will apply to each page.

Total Fees (AI Services) Service Term 3 Year		\$2,681.25 and \$5,760 / annual
Schedule of Payments	Invoice upon receipt of signed contract	\$1,341.25
	Invoice upon Go-Live Date (project completion)	\$1,340 ¹
	Invoice <u>annually</u> upon Go-Live Date	\$5,760 / annually ²
¹ Cott will issue subsequent invoice upon completing the installation of software and images. ² The above annual fee is in addition to current system fee. The three (3) year contract term to begin 1 st of the month following Go-Live Date.		

PLEASE NOTE: The pricing in this offer is valid through 10/4/2026. After this date, this offer will be at the current rate.

X Customer Acknowledgement: _____ **Date:** _____

ORDER SUMMARY – BACKFILE SERVICES

1. Backfile Services

1. Digitization of Election Records.

- i. Date Range. 1856 – 1998.
- ii. Record Source. Digitizing by vendor in Cedar Rapids, Iowa.

Total Estimated Record Images: 3,375.

2. Assumptions and Requirements.

1. Cott to provide scanning and image adjustments and drop the documents into the site that will also allow Client to scan day forward.
2. Records to go into a database that Client can search documents using AI.
3. Services include pick up and return delivery of records to be digitized.

- **Deployment.** Hosted Deployment.
- **Implementation.** Project management and import services are included.

Fees & Payment Schedule (Backfile Services)

1. One-time

Line Item	Basis	Price
Digitizing of Records	Project price	\$6,435
Import	Included	\$0
One time subtotal		\$6,435

2. Ongoing (Annual Subscription)

Line Item	Basis	Price
Storage	Included (1 GB)	\$0 / annual
Recurring subtotal		\$0 / annual

Total Fees (Backfile Services)		\$6,435 and \$0 / annual
Schedule of Payments	Invoice upon receipt of signed contract	\$3,217.50
	Invoice upon Go-Live Date (project completion)	\$3,217.50 ¹
	Invoice <u>annually</u> upon Go-Live Date	\$0 / annually ²
¹ Cott will issue subsequent invoice upon completing the installation of software and images. ² The above annual fee is in addition to current system fee.		

PLEASE NOTE: The pricing in this offer is valid through 10/4/2026. After this date, this offer will be at the current rate.

X Customer Acknowledgement: _____ **Date:** _____

