

ReadyOp License Agreement

ReadyOp is a secure web-based application that integrates multiple databases and a communications platform to support planning, response, command, and communications for client organizations. ReadyOp is the sole property of ReadyOp Communications, Inc. ("RCI"). ReadyOp is offered as a licensed service for use only under the terms of this license. RCI, the license provider, reserves all rights not expressly granted in this Agreement.

Client Organization: Oklahoma County, OK Planned Number of Users: Initially 50 users or less.
ReadyOp Service Date: July 1, 2024, to June 30, 2025.

1. Upon receipt of payment from your organization, RCI will hereby grant license to your organization to use ReadyOp for the period of one year, or as otherwise agreed between your organization and RCI. You agree that any use of ReadyOp by any users in your organization must be in accordance with the ReadyOp End User License Agreement. The ReadyOp End User License Agreement is included in this document.
2. Our Responsibilities. We shall: (i) provide our basic support for ReadyOp to You at no additional charge, (ii) use commercially reasonable efforts to make ReadyOp available 24 hours a day, 7 days a week and (iii) provide ReadyOp only in accordance with applicable laws and government regulations.
3. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data to provide the Services and prevent or address service or technical problems, or at your request in connection with customer support matters.
4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent, or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

5. RCI will provide your organization with the ability to create secure login credentials for the ReadyOp site for your organization. You agree to maintain the security and confidentiality of all ReadyOp login credentials. You will be granted a maximum number of annual User Licenses per your payment and agreement with RCI. If your organization grants licenses in excess of the maximum number paid for by You, You agree to pay RCI within 30 days the amount specified in the Quote for Services to You by RCI.
6. ReadyOp is an Internet-based service. As such, RCI cannot and does not guarantee access at all times to ReadyOp. RCI will endeavor to have the ReadyOp platform operational and accessible at all times; however, as the website is accessed via the Internet and public communications systems, RCI cannot and does not guarantee access to the ReadyOp site at all times by all users. Likewise, RCI cannot and does not guarantee absolute security of its platform or of your data stored at the ReadyOp website. We will do our best to secure both the ReadyOp site and your data, but we cannot guarantee success against current and future cyber-attacks or other attacks by individuals outside of RCI.
7. The commencement date for Your annual service will be the date when RCI provides the login credentials to you for your ReadyOp site unless otherwise agreed between RCI and You. The ReadyOp annual service may be renewed by payment of the annual service amount at any time prior to the end of the one-year period. (Oklahoma County Emergency Management annual fee of \$5,000.)

We want you and your organization to enjoy the use of ReadyOp and to employ its capabilities to support your organization and its activities. Our goal is to provide ReadyOp to you as an effective and efficient tool for your use. Please contact us if you experience any issues or have any questions. We will endeavor to do our best to support you and the authorized ReadyOp users in your organization.

ReadyOp End User License Agreement

ReadyOp is the sole property of ReadyOp Communications, Inc., ("RCI"). ReadyOp is offered to you as a licensed service for use only under the terms of this license. ReadyOp has not and will not be sold to You. RCI, the license provider, reserves all rights not expressly granted to You. ReadyOp is referred to in this License Agreement as ReadyOp or the "Licensed Application."

1. **Scope of License:** This license granted to You for ReadyOp by RCI is a nontransferable license to use ReadyOp on any computer device You may own or control. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of, modify, or create derivative works of ReadyOp, any updates, or any part thereof. Any attempt to do so is a violation of

the rights of RCI. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by RCI that replace and/or supplement ReadyOp, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Termination. The license is effective until terminated by You or RCI. Your rights under this license will terminate automatically without notice from RCI if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of ReadyOp.
3. Services. Third Party Materials. ReadyOp may enable access to RCI's and third-party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that RCI shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain services may display, include, or make available content, data, information, applications, or materials from third parties ("Third Party Materials") or provide links to certain third-party web sites. By using the services, You acknowledge and agree that RCI is not responsible for examining or evaluation of the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. RCI does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third-Party Materials or websites, or for any other materials, products, or services of third parties. Third-party materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Service is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, property, or environmental damage. Neither RCI, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services containing proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary

content information or materials in anyway whatsoever except for permitted use of the Services. You agree to not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that TCI is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third-Party Materials may not be available in all languages or in all countries. RCI makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. RCI, and its licensors, reserve the right to change, suspend, remove, or disable access to any services at any time without notice. In no event will RCI be liable for the removal of or disabling of access to any such Services. RCI may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

4. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF READYOP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, READYOP AND ANY SERVICES PERFORMED OR PROVIDED BY READYOP ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RCI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO READYOP AND ANY SERVICES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. RCI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF READYOP, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY READYOP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF READYOP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN READYOP SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RCI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD READYOP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A

CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

5. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RCI BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE READYOP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall RCI's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
6. You may not use or otherwise export or re-export ReadyOp except as authorized by United States law and the laws of the jurisdiction in which ReadyOp is obtained. In particular, but without limitation, ReadyOp may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity list. By using ReadyOp, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear missiles, or chemical or biological weapons.
7. The laws of the State of Oklahoma, excluding its conflicts of law rules, govern this license and Your use of ReadyOp. Any and all disputes arising out of or in connection with this Agreement shall be resolved in the courts in and for said state, with venue in Oklahoma County, Oklahoma. Your use of ReadyOp may also be subject to other local, state, national, or international laws.

For ReadyOp Communications Inc.:



Signature

Date: 12/16/2024

OKLAHOMA COUNTY:

APPROVED as to form and legality this 13th day of December, 2024.


Assistant District Attorney

APPROVED AND AGREED TO by the Board this _____ day of _____, 2024.

Board of County Commissioners

Chairperson

Commissioner

Commissioner

ATTEST:

Oklahoma County Clerk