

Bill To OK COUNTY COURT SERVICES 217 N. HARVY, SUITE 500 OKLAHOMA CITY, OK 73102	Requisition 12500809-00 FY 2025 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065hrmirfry Status: Created	Page 1
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Vendor INTEGRATED MANAGEMENT SOLUTIONS (TENN), 2705 ARTIE STREET, SUITE 38 HUNTSVILLE, AL 35805 Tel#256-604-8370	Ship To OK COUNTY COURT SERVICES 217 N. HARVY, SUITE 500 OKLAHOMA CITY, OK 73102
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Deliver To
 OK COUNTY COURT SERVICES
 217 N. HARVY, SUITE 500

 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/24	003845				Court Services

LN	Description / Account	Qty	Unit Price	Net Price
001	Annual agreement for use of Connexis Cloud software. BOCC approval pending	1.00 EACH	2400.00000	2400.00

Ship To
 OK COUNTY COURT SERVICES
 217 N. HARVY, SUITE 500
 OKLAHOMA CITY, OK 73102

Deliver To
 OK COUNTY COURT SERVICES
 217 N. HARVY, SUITE 500
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 2400.00

***** General Ledger Summary Section *****

Account Amount Remaining Budget

County Request No. 481

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.


Date of Request: 6/21/2024 Department: Court Services

State the nature of the legal request: FY 24-25 review Connexis Contract for cloud
based case management software

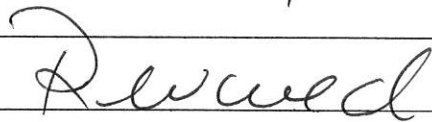
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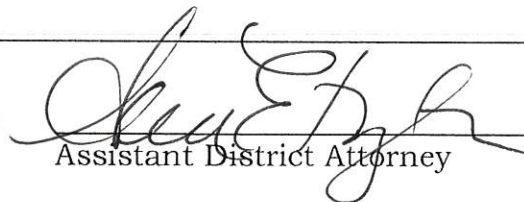
CIVIL DIVISION
DISTRICT ATTORNEY


Signature

Reply of District Attorney's Office: _____



Date of Reply: 6/24/24


Assistant District Attorney

CONNEXIS CLOUD ENTERPRISE SOFTWARE AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of July 1st, 2024 ("Effective Date"), until end of June 30th, 2025, by and between Oklahoma Board Of County Commissioners (BOAA), located at 320 Robert S. Kerr Avenue, Oklahoma City, OK, 73102 ("Subscriber") and Integrated Management Solutions, Inc. (iMs) located at 2705 Artie Street, Suite 38, Huntsville, AL 35805 ("Service Provider").

RECITALS

WHEREAS, Subscriber requires third-party hosted "software as a service." The Connexis Cloud Enterprise system and the Subscriber specific changes, ("Services"), with respect to certain of its information technology needs;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Subscriber has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of Subscriber's data ("Subscriber Data," as further described herein) are critical to the operation of Subscriber's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Subscriber, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to Subscriber certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit A, (sequentially numbered) in the form of the Exhibit A, attached hereto or in other statements of services containing substantially similar information and identified as an Exhibit A. The Agreement shall remain in effect unless terminated as provided for herein.
 - 1.1 Authorized Users; Authorized Uses. Unless otherwise limited in Exhibit A, Service Provider grants Subscriber a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an "Authorized User") to access and use the Services. Other than those limitations expressly described in an Exhibit A, Authorized Users will have no other limitations on their access or use of the Services.
 - 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Subscriber by Service Provider.
 - 1.3 Number of Authorized Users. The Services are provided on a tiered basis, such tiers as further described in an Exhibit A. Subscriber may have unlimited number of Authorized Users described in such Exhibit A.
 - 1.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration

to the requests of Subscriber. Except as otherwise specified in an Exhibit A, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

1.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Subscriber's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

1.4.2 Offensive or Disparaging Content. Where the Services or any web services affiliated with the Services contain offensive content or portray Subscriber in a disparaging way, either as solely determined by Subscriber, Service Provider shall immediately remove the offensive or disparaging content and Subscriber shall have the right, at Subscriber's sole election, to immediately terminate this Agreement or any Exhibit A corresponding to the offending or disparaging content and be entitled to a return of any prepaid fees, as liquidated damages and not as a penalty associated with any Exhibit A corresponding to the offending or disparaging content.

2. Support; Maintenance; Additional Services.

2.1 Technical Support. Service Provider shall provide the Technical Support described in an Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.

2.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

2.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by Subscriber on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to Subscriber of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to Subscriber and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

2.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by Subscriber on a case-by-case basis, for non-emergency maintenance, Subscriber shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). If Subscriber rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if Subscriber has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by Subscriber and Service Provider shall be entitled to introduce the maintenance changes into production.

- 2.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit A. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.
- 2.4 Training Services. Service Provider shall provide the Training Services, if any, described in an Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.
3. SaaS Administrative Credential Escrow Agreement. iMs will provide the subscriber with a fully executed SaaS Administrative Credential Escrow Agreement to include all courts and agencies in the state of Oklahoma. The Deposit Materials will include Administrative Credentials to the Amazon EC2 Cloud - Connexisccloud.com production site. This ensures uninterrupted service to the state of Oklahoma as the escrow company, EscrowTech, will simply take administrative control once the release conditions have been met.

The Administrative Escrow Credentials are:

All credentials, passwords, information, MFA tokens, devices and any other means needed or used to access or operate the Owner's Production Environment, the Solution and/or any 3rd party dependencies (e.g. APIs).

iMs will ensure that the Administrative Credentials are complete and sufficient to give EscrowTech the right and ability to remotely control and operate the Owner's Production Environment and the Solution running on that environment and to allow and enable Beneficiary to access and use the Solution and its data.

4. Term and Termination; Renewals.
- 4.1 Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement or an Exhibit A is terminated earlier in accordance with the terms set forth herein, the term of an Exhibit A (the "Initial Term") shall commence on the Start Date and continue until the End Date.
- 4.2 Termination for Convenience. Without limiting the right of a party to terminate this Agreement or an Exhibit A as provided for in this Agreement, a party may terminate this Agreement for convenience upon prior written notice to the other party if there is no Exhibit A then in effect.
- 4.3 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement or an Exhibit A for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.
- 4.4 Payments upon Termination. Upon the termination of this Agreement or an Exhibit A, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.
- 4.5 Return of Subscriber Data. Upon the termination of this Agreement or an Exhibit A, Service Provider shall, within one (1) business day following the termination of this Agreement or an Exhibit A, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in the format specified by Subscriber. Further, Service Provider shall certify

to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider, but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.

- 4.6 Renewals. Should the Services continue beyond the then-current Term, the Services Fees for the Renewal Term may be: (a) increased no more than five percent (5%) on an annualized basis unless prepaid.

5. Transition Services. Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Subscriber's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Subscriber and / or to the service provider selected by Subscriber (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by Subscriber to effect the orderly transition of the Services, in whole or in part, to Subscriber or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement or an Exhibit A, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to Subscriber or Successor Service Provider; (b) if required, transferring the Subscriber Data to Successor Service Provider; (c) using commercially reasonable efforts to assist Subscriber in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to Subscriber, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should Subscriber terminate this Agreement or an Exhibit A due to Service Provider's material breach, Subscriber may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.
6. Fees; Billing. Subscriber shall be responsible for and shall pay to Service Provider the fees as further described in an Exhibit A, subject to the terms and conditions contained in this Agreement and such Exhibit A. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by Subscriber of an invoice from Service Provider.
- 6.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Subscriber the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Subscriber's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in hardcopy format to [Subscriber Accounts Payable Address].
- 6.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. All taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied because of this Agreement shall be paid or withheld by Service Provider.
- 6.3 Non-binding Terms. Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.

- 6.4 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Subscriber in a format that will permit audit by Subscriber for a period of no less than three (3) years from when a fee was incurred, or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement.
- 6.5 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

7. Representations and Warranties.

- 7.1 Mutual. Each of Subscriber and Service Provider represent and warrant that:
- 7.1.1 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 7.1.2 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 7.1.3 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - 7.1.4 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 7.2 By Service Provider. Service Provider represents and warrants that:
- 7.2.1 it is in the business of providing the Services;
 - 7.2.2 the Services are fit for the ordinary purposes for which they will be used;
 - 7.2.3 it is possessed of superior knowledge with respect to the Services;
 - 7.2.4 it acknowledges that Subscriber is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to Subscriber;
 - 7.2.5 it knows the purpose for which the Services are required by Subscriber;
 - 7.2.6 it is the lawful licensee or owner of the Services (excluding any Subscriber Data therein) and has all the necessary rights in the Services to grant the use of the Services to Subscriber;
 - 7.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
 - 7.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is

necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of the applicable Exhibit A;

- 7.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 7.2.10 it will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Subscriber's computing and network environment by the Services, and that, where it transfers a Virus to Subscriber through the Services, it shall reimburse Subscriber the actual cost incurred by Subscriber to remove or recover from the Virus, including the costs of persons employed by Subscriber;
- 7.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of Subscriber Data will result from such items if present in the Services;
- 7.2.12 in the case of Subscriber's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of Subscriber Data; and,
- 7.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit A and the Documentation.

8. Subscriber Data.

- 8.1 Ownership. Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.
- 8.2 Service Provider Use of Subscriber Data. Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Exhibit A, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.
- 8.3 Extraction of Subscriber Data. Service Provider shall, within thirty (30) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in the format specified by Subscriber.

8.4 Backup and Recovery of Subscriber Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data if the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Subscriber Data in an off-site "hardened" facility no less than daily, maintaining the security of Subscriber Data, the security requirements of which are further described herein. Any backups of Subscriber Data shall not be considered in calculating storage used by Subscriber.

8.5 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) be responsible for recreating lost Subscriber Data in the manner and on the schedule set by Subscriber without charge to Subscriber; and, (g) provide to Subscriber a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

9. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

9.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the

disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Subscriber Data shall be deemed to be Confidential Information.

9.2 Confidentiality Clause. Service Provider acknowledges and agrees to be bound by confidentiality guidelines and understands that the Service Provider may be required to disclose information that Subscriber deems confidential, but that the law does not. Service Provider additionally acknowledges and understands that the Subscriber may be required by Oklahoma state law or court rule to disclose information that Service Provider has deemed confidential. In the event any such disclosure is required, the disclosing party shall notify the other party immediately of such disclosure such that timely objection may be made, if appropriate.

9.3 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. This provision shall not apply to the extent that Subscriber is required by the Oklahoma Open Records Act (the Act) or other laws or rules to disclose information Service Provider has deemed confidential. In the event Subscriber is obligated under the Act or other laws or rules to disclose information Service Provider has deemed confidential, Service Provider agrees to cooperate fully with the Subscriber in satisfying the Subscriber's duties and obligations under the Act or other laws or rules. If Subscriber receives a request under the Act or under other laws or rules to inspect or copy the information so identified as confidential by Service Provider and Subscriber determines that release of the information is required by the Act or other laws or rules, Subscriber will use its best efforts to promptly provide Service Provider with notice of the request, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than 10 business days) within which Service Provider may seek an injunction to prohibit the Subscriber's disclosure of the requested record(s). If the Service Provider fails to timely obtain a court order enjoining disclosure, the Subscriber will release the requested information. If Service Provider seek an injunction to prohibit Subscriber's disclosure of the requested record(s), Service Provider shall join the Person requesting the record(s) to such an action. Service Provider shall defend, indemnify, and hold the Subscriber harmless from any claim or judgment premised the Act, other laws and rules, and Service Provider shall reimburse the Subscriber for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

The Subscriber has, and by this section assumes, no obligation on behalf of the Service Provider to claim any exemption from disclosure under the Act or other laws or rules, however the Subscriber may assert such exemption if the Subscriber itself believes in good faith that an exemption applies to the requested record(s). The Subscriber shall not be liable to the Service Provider for releasing records under the Act or other laws or rules that are not clearly identified by the Service Provider as confidential or proprietary. The Subscriber shall not be liable to the Service Provider for any records that the Subscriber releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

9.4 Remedies for Breach of Obligation of Confidentiality. Notwithstanding the provisions of Section 9.3, each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Subscriber, at the sole election of Subscriber, the

immediate termination, without liability to Subscriber, of this Agreement or any Exhibit A corresponding to the breach or threatened breach.

10. Data Privacy and Information Security.

- 10.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Subscriber Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Data; (c) protect against unauthorized disclosure, access to, or use of the Subscriber Data; (d) ensure the proper disposal of Subscriber Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by Subscriber.
- 10.2 Audit by Service Provider. No less than annually, Service Provider shall conduct a comprehensive independent third-party audit of its data privacy and information security program and upon request will provide such audit findings to Subscriber.

11. Proprietary Rights.

- 11.1 Pre-existing Materials. Subscriber acknowledges that, during performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 11.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 11.3 The provisions of this Section shall survive the termination of this Agreement.

12. Indemnification; Limitation of Liability; Insurance.

- 12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR ABOUT THIS AGREEMENT.

13. General.

- 13.1 Relationship between Subscriber and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Subscriber or in any way to bind or to commit Subscriber to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Subscriber. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Subscriber. In recognition of Service Provider's status as an independent contractor, Subscriber shall carry no Workers' Compensation insurance or any health or accident insurance to cover

Service Provider or Service Provider's agents or staff, if any. Subscriber shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Subscriber.

- 13.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma, with venue in Oklahoma County, and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the state of Oklahoma in all questions and controversies arising out of this Agreement.
- 13.3 Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- 13.4 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Subscriber supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Subscriber, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 13.5 Force Majeure: Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only if the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Subscriber Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Subscriber to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to Subscriber upon Subscriber's request. The Business Continuity Plan shall include: (a) Services and Subscriber Data backup and recovery procedures; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to Subscriber upon Subscriber's request.

- 13.6 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 13.7 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 13.8 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement, or the rights or duties created by this Agreement, whether such assignment is affected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Subscriber. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Subscriber, at Subscriber's sole election, may assign all its rights and obligations under this Agreement to any company that succeeds to substantially all of Subscriber's business.
- 13.9 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 13.10 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 13.11 Cumulative Remedies. All rights and remedies of Subscriber herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Effective Date.

Oklahoma Board of County Commissioners (SUBSCRIBER)

By:
Name:
Title:
Date: _____

Address for Notice:

Oklahoma Board of County Commissioners
c/o Oklahoma County Clerk
320 Robert S. Kerr Avenue
Oklahoma City, OK 73102

Integrated Management Solutions, Inc. (iMs) (SERVICE PROVIDER)

By: 

Name: Ken A. Taylor
Title: President & CEO
Date: June 20, 2024

Address for Notice:

P.O. Box 1314
Huntsville, AL 35807

EXHIBIT A.

Service Provider's Software as a Service Statement of Services

This Exhibit A - Service Provider's Software as a Service Statement of Services shall be incorporated in and governed by the terms of that certain Software as a Service Agreement by and between "Subscriber" and "Service Provider" dated July 1st, 2024, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in this Exhibit A shall prevail.

Costs and Fees The Subscriber has agreed to a monthly software agreement for One Court(s), Oklahoma County Court Services. The Subscriber agrees to pay the Service Provider a monthly software subscription fee of \$200 per court, calculated at \$2,400 per year per court.

Start Date and End Date. The services will start upon Subscriber acceptance of the Connexis Cloud Enterprise system functionality until end of June 30th, 2025. SaaS (Software as a Service) is an Evergreen Agreement and the Subscriber may terminate this annual fee with thirty (30) days written notice, before the last day of the then-current month.

Authorized Users and Services Fees. The Subscriber may assign an unlimited number of Authorized Users at no additional charge.

Storage Fees. The Service Provider has anticipated the "typical" data storage requirements and costs per instance, and it is included in the Support and Hosting Costs. Additional Storage may be purchased from the Service Provider by the Subscriber at the current published cloud hosting vendor rate.

Service Level Agreement (SLA) & Technical Support Description. Service Provider will provide to Subscriber telephone and email support ("Technical Support") during normal business hours (8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, excluding national holidays.) Technical Support will include any research and resolution activity performed by Service Provider ("SLA".)

- a) The iMs Service Level Agreement (SLA) & Technical Support Description (iMs-SLA-POL 1.3) policy and procedure is available upon request.

Customization / Integration Services. Customization / Integration Services, if any, must be agreed upon in separate writing and approved by Subscriber.

Training Services. Additional training, along with travel expenses, if any, must be agreed upon in separate writing and approved by Subscriber.

System Availability and Response Time:

- a) The Connexis Cloud Enterprise software is hosted by Amazon under the Amazon Elastic Compute Cloud ("Amazon EC2") service offering. The Amazon EC2 Service Level Agreement ("SLA"), commercially reasonable efforts to make Amazon EC2 available at the Monthly Uptime Percentage of at least **99.95%** ("Availability".)
- b) System Response Time Service Level. Transactions will have a Response Time of 10 seconds or less 80% of the time each reporting month during the periods for which the Services are available. "Transaction" or "Transactions" shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Start Date.

Oklahoma Board of County Commissioners (SUBSCRIBER)

By:
Name:
Title:
Date: _____

Integrated Management Solutions, Inc. (iMs) (SERVICE PROVIDER)

By: 

Name: Ken A. Taylor
Title: President & CEO
Date: June 20, 2024