

Authority Request No. 152

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: 4/2/2025 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached agreement between

Channel Bound LLC and Oklahoma County as to form and legality.

RECEIVED

APR 02 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

Revised

Date of Reply: 4/3/25 [Signature]

Assistant District Attorney

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA") is entered into effective as of 7/1/2025 - 6/30/2026 (the "Effective Date," which is the date of final electronic signature) by the Oklahoma County (hereinafter "CUSTOMER") and ChannelBound, LLC (hereinafter "PROVIDER").

WHEREAS, the parties desire for PROVIDER to provide services to CUSTOMER with respect to CUSTOMER's obligations under the Patient Protection and Affordable Care Act ("ACA") to report certain information regarding health care coverage offered to employees to the Internal Revenue Service and to employees, under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Scope.** This MSA is comprised of the general terms and conditions set forth herein (the "Terms and Conditions") and each properly executed Scope of Work ("SOW") to be attached hereto and incorporated by reference herein. PROVIDER shall provide certain services to CUSTOMER as specified in a SOW (the "Services"). Each time CUSTOMER engages PROVIDER to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. PROVIDER shall have the right, at all times, to perform similar services for other person(s) or business entities.
2. **Term.** The term of this MSA shall commence on the Effective Date and shall continue in full force and effect until June 30, 2026.
4. **Invoicing and Payment.** PROVIDER will deliver an invoice to CUSTOMER for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice. Payment will be made within a reasonable period of time [not to exceed thirty (30) days of receipt of an invoice ("Due Date")].
5. **CUSTOMER Resources and Data.** In addition to any responsibilities imposed on CUSTOMER as specifically set forth in a SOW, CUSTOMER agrees that PROVIDER shall have ready access to CUSTOMER's staff and resources as necessary to perform the Services pursuant to a SOW. In addition, CUSTOMER will provide to PROVIDER all data necessary to complete the Services specified in a SOW, in a format agreed to by both parties. In the performance of the Services, PROVIDER may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to PROVIDER by the CUSTOMER or its designated representatives and reasonably believed by PROVIDER to be genuine and authorized by the CUSTOMER.
6. **Relationship of Parties.**

a. PROVIDER is, and shall at all times remain, an independent contractor with respect to the CUSTOMER. PROVIDER and each of PROVIDER's employees, principals, and subcontractors shall not be deemed for any purpose to be CUSTOMER's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of CUSTOMER or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. CUSTOMER is not responsible to any governing body or to PROVIDER for paying or withholding payroll taxes and other employee expenses related to payments made to PROVIDER. Notwithstanding anything to the contrary, this MSA does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this MSA, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

b. Notwithstanding any provision in this MSA to the contrary, the CUSTOMER agrees and acknowledges that (i) this MSA, any SOW executed pursuant to this MSA or the performance by the PROVIDER hereunder are not intended in any way to impose on PROVIDER or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable law; and (ii) this MSA does not provide PROVIDER, and the CUSTOMER will not cause or permit PROVIDER to assume, without prior written consent of PROVIDER, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"); (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

c. The CUSTOMER acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the PROVIDER and that the PROVIDER has recommended to CUSTOMER that all work performed by PROVIDER be reviewed by CUSTOMER's independent tax and legal counsel. All compliance assistance work performed by PROVIDER will relate to compliance with federal laws imposing obligations on CUSTOMER under the ACA. The parties agree that PROVIDER will not consider any State laws or regulations unless specifically set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this MSA is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. PROVIDER shall rely upon information provided by CUSTOMER and will not have a duty to verify accuracy of such information.

7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by PROVIDER or its

contractors for the benefit of CUSTOMER in connection with this Agreement, or (2) made or developed by PROVIDER during the course of providing the Services hereunder, shall remain and be the property of PROVIDER. However, PROVIDER shall not receive any royalty related to the use of such invention in providing the Services to CUSTOMER.

b. All documents produced by PROVIDER in any form, including the electronic versions thereof ("Deliverables"), are instruments of service of PROVIDER. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by PROVIDER hereunder shall remain vested in PROVIDER; however, CUSTOMER shall have a free, non-transferable license to use such of those documents as are supplied hereunder for those purposes specified in and subject to the terms of the SOW and for CUSTOMER's internal use only. Any liability arising out of use of Deliverables by CUSTOMER for purposes other than for which they were created or out of use by any third party to which CUSTOMER has provided the Deliverables shall be the responsibility of CUSTOMER. Customer will keep documents confidential to the extent allowed by Open Records Act.

8. Confidential Information. In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party's customers (collectively, "Confidential Information"). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this MSA. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. Customer will keep documents confidential to the extent allowed by Open Records Act.

9. Performance of Services.

a. PROVIDER shall, subject to the provisions of this MSA, including without limitation the obligations of the CUSTOMER to provide accurate information and to pay the PROVIDER's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by CUSTOMER, carry out and complete the Services specifically agreed upon in this MSA or in a SOW. Customer will keep documents confidential to the extent allowed by Open Records Act.

b. PROVIDER has the full power and authority to enter into and perform this MSA.

c. PROVIDER agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

10. Compliance.

a. The parties agree that their respective actions pursuant to the terms of this MSA shall be in full compliance with all applicable law.

b. The parties acknowledge that CUSTOMER is an employer who sponsors a health plan to provide health benefits to its employees and their dependents, and is not a covered entity as defined in the privacy regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164 ("HIPAA"). PROVIDER is providing Services to CUSTOMER pursuant to this Agreement to enable CUSTOMER to fulfill its obligations as an employer under the ACA, and PROVIDER is not providing Services to or on behalf of the health plan sponsored by CUSTOMER. The information which CUSTOMER will provide to PROVIDER pursuant to this Agreement is employer information, and does not constitute Protected Health Information ("PHI") as defined in HIPAA and is not subject to HIPAA. Notwithstanding the fact that the information provided to PROVIDER is not PHI, PROVIDER agrees to limit the use and disclosure of such information in the same manner as the use and disclosure of PHI is limited pursuant to HIPAA, and to fully cooperate with CUSTOMER, as CUSTOMER may reasonably require to respond to requests from employees or their dependents and government regulators regarding such information. PROVIDER further acknowledges and agrees the information provided by CUSTOMER pursuant to this Agreement is the property of CUSTOMER, and shall be returned to CUSTOMER or destroyed, at CUSTOMER's option, on termination of this Agreement.

c. Without limiting the foregoing, if and to the extent any of the Services involve disclosures or transmissions of or the creation or use of PHI by PROVIDER related to the health plans sponsored by CUSTOMER, the parties shall enter into a Business Associate Agreement (BAA) which complies with the requirement of HIPAA prior to any such transmission, disclosure, creation or use. CUSTOMER agrees to (i) notify PROVIDER prior to any transmission or other disclosure of PHI to PROVIDER and request PROVIDER to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose PHI to PROVIDER on behalf of CUSTOMER to abide by the terms of this paragraph.

11. Termination.

a. Each party ("Terminating Party") may terminate this MSA and any SOW if the other party breaches any material term or condition of this MSA or any SOW provided that the Terminating Party gave written notice to the other party of the need to correct a breach of a material obligation under this MSA or any SOW, which notice included sufficient detail to allow the other party to identify and correct the breach, and the other party failed to take reasonable steps to remedy the breach within thirty (30) days of receipt of Terminating Party's written notice. Each of the parties hereto may also terminate for convenience by providing sixty (30) days prior written notice of the same to the other party.

b. Except for termination of this MSA for Provider's breach of any material term or condition of this MSA or any SOW, such termination shall not relieve CUSTOMER of the payment of any and all amounts owing to PROVIDER under this MSA through the date of termination and any reasonable de-mobilization cost.

12. Disputes, Limitation of Liability and Indemnification.

a. Dispute Resolution. In the event of a dispute, each party agrees to inform the other party of such dispute and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

c. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED.

b. Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE PROVIDER FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND UNLESS OTHERWISE AMENDED BY LAW, PROVIDER'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CUSTOMER PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVIDER BY CUSTOMER IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CUSTOMER OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM.

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement: Amendment. This MSA, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This MSA may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this MSA, the terms of this MSA shall control, unless such SOW expressly states that it is amending the terms of the MSA with respect to such SOW. The invalidity or unenforceability of any provision of this MSA shall in no way affect the validity or enforceability of any other provision of this MSA.

c. Assignment and Sub-Contracting. PROVIDER may sub-contract the Services hereunder with CUSTOMER'S prior written consent. PROVIDER may also, for the benefit of CUSTOMER and with CUSTOMER'S prior written consent, retain any necessary independent third-party actuarial experts, in connection with performance of the Services hereunder. CUSTOMER may not assign the Services or any other rights hereunder or under a SOW without PROVIDER's written consent.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. No Waiver. The waiver of any breach or failure of a term or condition of this MSA by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this MSA.

f. Governing Law. This MSA and all SOW's shall be governed by, and construed in accordance with, Oklahoma Law without regard to conflict of law provisions. The parties hereto submit to the exclusive jurisdiction of the Oklahoma Court for the purpose of resolving any dispute relating to the subject matter of this MSA and all SOW's or the relationship between the parties pursuant to this MSA and all SOW's.

g. Counterparts. This MSA and any SOW may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means (including facsimile) to execute and transmit this MSA and SOWs and all such electronically executed and/or transmitted copies shall be deemed as valid as originals.

h. • Severability. If any term of this MSA or a SOW is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Signatures and Acceptance Page:

WHEREFORE, for the purpose of being bound, the parties execute this MSA by their duly authorized representatives as of the date first set forth above

CUSTOMER:

Company Information:

Company Name: _____

Authoritative Signer (Print): _____

Signature: _____

Title: _____

PROVIDER:

ChannelBound, LLC

Authoritative Signer (Print): Brett Bussell

Signature: Brett Bussell

Title: Managing Partner

SOWI ACA Reporting and Tracking Services

A. SERVICES SPECIFICATION

Customer: _____ Oklahoma County _____

Provider: ChannelBound, LLC

Applicable Calendar Year: 2025

Price Sheet:

<u>Service</u>	<u>Est # of units</u>	<u>Cost</u>	<u>Total</u>	<u>Notes</u>
Production and e-file of 1095-C to IRS	2000	\$3.89 per employee up to 500 (\$0 after 500 forms)	\$1945	
Filing Fee	1	\$58 per EIN	\$58	Includes 1094C Filing Fee
Print & Mail copies of 1095-C to employees	2000	1.59 per employee per year	\$3180	
Data Mapping from Payroll and Carrier Template	1	\$975 per year	\$975	
Variable Employee Tracking	0	\$12 per employee per year (\$1.00 pepm)		
Tracking System Setup	0	\$1500 (One Time Fee)		If setup takes in excess of 12 hours, add'l charges may apply
Tracking System Hosting	0	\$300 per year (\$25 per month)		
Consulting Hours	0	\$150 per hour		Please consult with us before specifying any number here.

Estimated Total: \$6158.00 Total shall not exceed \$7000 without prior written approval from client.

Services will be estimated and billed in full upon services completion. Additional invoices (or credits) will be sent and are payable as fees are incurred.

Delivery Schedule

Assuming customer supplies all relevant data and business logic within a reasonable time frame, the following suggested dates are put forth for delivery of services. These are subject to change by provider at anytime.

- Print and Mail 1095-C forms to employees will occur at least 7 days prior to the IRS stated deadline (i.e., January 20, 2018 for the 2017 reporting season).
- e-file of 1094-C and 1095-C data will be completed at least 7 days prior to the IRS stated deadline (i.e., March 20, 2018 for the 2017 reporting season).

-
- Employee tracking will officially begin upon "go-live" of the system. Go-live will be determined by both provider and customer at a later date once prerequisites are met. These prerequisites generally are the following:
 - o Configuration of Tracking System to meet customer's tracking requirements (to be completed by ChannelBound based upon customer feedback)
 - o Import of all relevant data - i.e. employee and payroll data
 - The effective term of tracking is 1 year and starts on the go-live date.

Fee Reconciliation

If the actual numbers vary by 5%, ChannelBound, LLC will issue a partial refund to customer.

Payment:

All payments shall be mailed to:

ChannelBound, LLC
Attn: Brett Bussell
1311 W. 96th Street
Suite 170
Indianapolis, IN 46260
Phone: 404-395-5056

B. **TERMS AND CONDITIONS:** *This statement of work ("SOW") is made and entered into effective as of the latest date signed below (the "Effective Date"). This SOW is subject to the terms and conditions of the Master Services Agreement between the signing parties.*

C. **SERVICE DATES**

Subject to the Termination provision Article F. below, this SOW will continue from the Effective Date ("Initial Term"). This agreement will terminate 6/30/2026.

D. **SERVICES AND**

DELIVERABLES IN GENERAL

a. *So long as all fees payable under Section A have been paid and Customer's other obligations under this SOW have been fulfilled, Provider will make arrangements to help Customer generate Internal Revenue Service (IRS) 1094 and 1095 Forms, and satisfy the reporting requirements to the IRS and disclosure requirements to Customer's insured employees as required under Section 6055 and 6056 of the Internal Revenue Code of 1986, as amended. Provider will also provide Consulting Services, described below, to assist Customer with these obligations. Provider will also provide access to a website for importing customer data for tracking of employees to help ensure that the customer keeps ACA compliant.*

b. *The fees and services described in this SOW apply for an "Applicable Reporting Year." An Applicable Reporting Year means a single calendar year for which the Customer is required to generate IRS 1094 and 1095 Forms. Services provided early in the subsequent calendar year to assist with generating and filing IRS 1094 and 1095 Forms for an Applicable Reporting Year will still be considered part of the service for the Applicable Reporting Year.*

E. **RESTRICTIONS AND RESPONSIBILITIES CONCERNING CHANNELBOUND, LLC SERVICES**

1. *Customer agrees that Customer will not, without the prior written consent of Provider; (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of any ChannelBound, LLC services or software, or any backup copy, to third parties; (b) use ChannelBound, LLC services or software in any manner inconsistent with the rights granted herein; (c) use the ChannelBound, LLC services or software in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees anticipated by the agreed to pricing, herein; (d) modify or create derivative works of the ChannelBound, LLC Program or Documentation or separate the ChannelBound, LLC Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer any ChannelBound, LLC software, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the ChannelBound, LLC services or software or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the ChannelBound, LLC Program, including without limitation any such mechanism used to restrict or control the functionality of the ChannelBound, LLC services or software.*

2. Subject to Paragraph 8 of the Master Agreement, Customer may not transfer the Documentation, or assign any rights granted hereunder prior to receiving written authorization from Provider.

3. Customer acknowledges and agrees that Customer is solely responsible for the accuracy and completeness of all data required for fulfillment of services to be rendered. Provider has no responsibility or obligation to determine if such information is accurate or complete.

4. Customer understands that Provider does not offer legal or tax advice. All consulting services performed will be for technical delivery of ACA reporting and tracking.

5. Customer agrees that Customer is solely responsible for designating users who will have authorized access to Customer's data and ensuring that only such authorized users have access. Provider shall have no responsibility, obligations or liability for any unauthorized access to the Customer's data resulting from Customer's failure to follow Provider's procedures with regard to accessing data.

F. TERMINATION OF SOW

If either party materially breaches any provision of this SOW, the other party may terminate this SOW with thirty (30) days written notice, provided, however that the party in breach shall have thirty (30) days from receipt of notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the SOW shall be deemed to have been terminated as of date of notice of breach. Either party may terminate all or part of this SOW for any reason effective no earlier than 30 days after written notice is provided to the other party. This SOW will automatically terminate on the earliest of the following dates:

1. If the reason for termination is the failure by Customer to pay a fee by the due date (including any grace period), termination of this SOW will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this SOW, except as otherwise provided in writing by Provider.

2. The date that this SOW, Provider or the Customer violates applicable law.

Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

All data supplied to ChannelBound, LLC by Customer will be kept confidential at all times. Customer data residing within ChannelBound, LLC's domain will be destroyed upon termination of this SOW.

G. COPYRIGHT AND PROPRIETARY INFORMATION

Provider reserves all of the intellectual property rights with respect to the ChannelBound, LLC Program, ChannelBound, LLC Services and Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Customer in this SOW are retained by Provider and the Provider.

Customer will keep documents confidential to the extent allowed by Open Records Act.

H. LIMITED WARRANTY/DISCLAIMER

1. Subject to the limitation of liability provisions contained in the Master Services Agreement and as set forth in this SOW, Provider warrants that it has sufficient rights to grant Customer the rights to access the ChannelBound, LLC Services and Software pursuant to this Agreement. No warranty is made that ChannelBound, LLC Services or Software will be uninterrupted or error-free. Customer is solely responsible for all data input. Provider expressly disclaims any and all liability resulting from inadequate, incomplete or improper data input. This warranty is limited to the duration for the Initial Term and any Renewal Terms. Provider represents and warrants that the ChannelBound LLC Services will be provided through the use of reasonable care, consistent with similar vendors in the industry. In providing any Deliverables and other ChannelBound LLC Services, Provider will take commercially reasonable measures to protect Customer and Customer's invitees from unauthorized computer access, including but not limited to cyber-attacks, hacks, and access by employees or agents who do not have a specific need for the information in performing or improving the ChannelBound LLC Services. Commercially reasonable measures include but are not limited to using an industry standard firewall, virus protection, authentication, and other security protocols and technologies no less secure than that which Provider uses to protect its own highly sensitive confidential information. This provision specifically amends and supersedes any conflicting provision of the Master Agreement.
2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE CHANNELBOUND, LLC SERVICES AND SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVIDER IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, CUSTOMER'S ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE AND WHETHER OR NOT PROVIDER IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. If an implied warranty or condition is created by Customer's state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Customer may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. This limited warranty gives Customer specific legal rights. Customer may have other rights, which vary from state/jurisdiction to state/jurisdiction.
4. Customer understands and acknowledges that Customer is solely responsible, among other things, for:

(a) all uses of the ChannelBound, LLC Services using user names or passwords assigned to you; (b) input of data into the ChannelBound, LLC Employer Reporting Service; (c) confirmation of the accuracy of the data input into and received from the ChannelBound, LLC Employer Reporting Service; and, (d) compliance with all applicable laws associated with the use of the data.

I. LIMITATION OF LIABILITIES

SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE CHANNELBOUND, LLC SYSTEM SHALL BE LIMITED TO (A) CORRECTION OF ERRORS IN THE OPERATION OF THE CHANNELBOUND, LLC SYSTEM OR (B) REFUND OF FEES. CUSTOMER WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY PROVIDER IN ITS SOLE DISCRETION, WITHOUT CHARGE. THIS PROVISION SPECIFICALLY AMENDS AND SUPERSEDES ANY CONFLICTING PROVISION OF THE MASTER AGREEMENT.

IN NO EVENT WILL PROVIDER, OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE CHANNELBOUND, LLC PROGRAM, THE CHANNELBOUND, LLC SERVICE OR THE DOCUMENTATION OR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT.

This limitation of liability is the maximum for which the Provider is responsible. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer.

Signatures and Acceptance Page:

WHEREFORE, for the purpose of being bound, the parties execute this MSA and SOW1 by their duly authorized representatives as of the date first set forth above

CUSTOMER:

Company Information:

Company Name: Oklahoma County

Authoritative Signer (Print): _____

Signature: _____

Title: _____

PROVIDER:

ChannelBound, LLC dba ChannelBound, LLC.com

Authoritative Signer (Print): Brett Bussell

Signature: Brett Bussell

Title: Managing Partner


Approved this 17 day of April, 2025

OKLAHOMA COUNTY BUDGET BOARD



Chairman to the Board

ATTEST:





Secretary to the Board



Vice-Chairman to the Board

Approved this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS of Oklahoma County

ATTEST:

Chairman

Member

Secretary to the Board

Member

Bill To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK
 73102

Requisition 12600010-00 FY 2026

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065cmjesc1a
 Status: Created

Page 1

Vendor
 CHANNELBOUND LLC
 1311 W 96TH STREET, SUITE 170

 INDIANAPOLIS, IN 46260

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	002831				General Government
LN Description / Account					
				Qty	Unit Price
					Net Price
001 ACA Reporting Services FY 2025 - 2026				7000.00 EACH	1.00000 7000.00

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

7000.00

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

Amount Remaining Budget