

AMENDMENT
ELECTRA DIGITAL LLC
PROFESSIONAL SERVICES AGREEMENT

THIS PROPERTY MONITOR SUBSCRIPTION AGREEMENT (the “Agreement”) is effective July 1, 2022 (the “Effective Date”), by and between:

- ELECTRA DIGITAL LLC, an Oklahoma limited liability company (the “Company”), with a notice address of 435 N Walker, Suite 104, Oklahoma City, Oklahoma 73102, Attention: Alex Weeks, Manager; and
- OKLAHOMA BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF OKLAHOMA COUNTY CLERK THE COMPANY (“Client”), with a notice address of 320 Robert S. Kerr, Room 203, Oklahoma City, Oklahoma 73102

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Company and Client are individually, a “Party” and collectively, the “Parties.” In consideration of the mutual covenants, terms and conditions set forth in this Agreement, the parties agree as follows.

1. Background. Official real estate records are generally recorded in, and maintained by, county clerks, county registrars of deeds, and other county real estate record depositories (collectively, the “County Clerk”) and are accessible by the public from the County Clerk’s website. The Company’s proprietary Property Monitor application is a cloud-based software application designed to enable the County Clerk to offer property owners and other interested parties the option to be alerted via email, text message or telephone as soon as reasonably practicable after an instrument affecting designated real property is recorded in the County Clerk’s office (the “Alert Services”). Client maintains, among other things, records on every piece of property, and on all mortgages, and mineral leases on every foot of land in Oklahoma County, Oklahoma, as well as all plats of developments or developed areas within Oklahoma County. Client desires to subscribe to the Property Monitor application to provide Alert Services for the benefit of the public users of Client’s official website located at <http://okcc.online/> and to retain the Company to provide general consulting services, and the Company desires to provide the Property Monitor application and consulting services to Client, on the terms and conditions set forth below.

2. Subscription. Client hereby subscribes to the Property Monitor application, subject to the terms and conditions of this Agreement. During the Term (defined below) the Company will: (a) make the Property Monitor application available to Client pursuant to this Agreement, and (b) use commercially reasonable efforts to make the Property Monitor application available 24 hours a day, 7 days a week, except during the continuance of any of the following: (i) Client’s or the Company’s planned maintenance or emergency downtime or (ii) any Force Majeure Event. In addition to such subscription, the Company will provide consulting services to Client from time to time as requested by Client in connection with the development of the Property Monitor application and other consulting services as reasonably requested by Client and reasonably acceptable to the Company.

3. Term. This Agreement will be effective for the period beginning on the Effective Date and expiring on June 30, 2023 (the “Term”). The Parties may renew the Term by mutual agreement. Either Party may terminate this Agreement at any time upon a material breach of this Agreement which is not cured by the other Party within 30 days after receipt of written notice from the non-breaching Party describing the breach. The provisions of paragraphs 12, 13, 14, and 17 will survive the termination of this Agreement pursuant to their respective terms.

4. Compensation. Client will pay the Company the following fees and charges during the Term.

4.1. Subscription Fee. Client will pay to the Company a fee of \$2,263.50 per month (the “Subscription Fee”). The Subscription Fee includes, without additional charge to Client, the following services during the Term:

- Hosting of the Property Monitor service;
- Maintenance of the Property Monitor service;
- 30 hours of development services each calendar year;
- 1,000 text message alerts each calendar month;
- Maintenance of telephone systems and lines necessary to host the Property Monitor service; and
- Maintenance of the email systems necessary to provide the Alert Services.

The Subscription Fee will be prorated for partial month services.

4.2. Hourly Fee. Client will pay to the Company \$150 per hour (the “Hourly Fee”) for development and consulting services, and during the Term, the total number of hours of such services will not to exceed 800 hours and the aggregate Hourly Fees payable for such services will not exceed \$120,000.

4.3. Text Fee. Client will pay to the Company \$0.04 (four cents) per text message in excess of 1,000 text messages each calendar month, not to exceed \$4,000.00 per year (the “Text Fee”).

5. Invoices. The Company will furnish to Client on a monthly basis a detailed invoice of the services rendered during the prior month, including the amount of the Subscription Fee, Hourly Fee, and Text Fee. The Company will provide reasonable documentation supporting the Hourly Fee and Text Fee. Invoices will be paid within thirty (30) days of invoice date.

6. ROD Information; Portal.

6.1. ROD Information. Client acknowledges and agrees that proper functioning of the Property Monitor application and provision of the Alert Services is dependent upon the Company’s immediate access to accurate information with respect to each

instrument recorded with Client on and after the Live Date, including without limitation, the following (the “ROD Information”):

- Grantor/Grantee names;
- Book and page numbers;
- Document type;
- Recorded date;
- Lot, Block, Subdivision, and Unit/Tract;
- Complete legal description; and
- Instrument number.

6.2. Delivery. Client will deliver to the Company the ROD Information in the format designated by the Company and enabling the Company to render the Alert Services. The ROD Information will be delivered to the Company within one business day after the filing with Client of the related real estate instrument. The Company and Client will cooperate in developing a mutually agreeable delivery method and format.

6.3. Client Equipment. Client is responsible for all computer hardware, software, communications equipment, facilities and equipment needed for Client’s users to access the Property Monitor application.

6.4. Portal. Client will permit the Company, and the Company is authorized, to post on the interface on which public users register or otherwise accesses the Alert Services in a conspicuous location and in a format easily-readable by Client’s public users (a) disclaimers of Client’s and the Company’s liability arising out of the Alert Services; (b) notice that the Alert Services are subject to error, omissions, and modification, (c) warning to not rely on the Alert Services to detect fraudulent activity; (d) warning that the Alert Services do not prevent fraudulent activity and that suspected fraudulent activity should be reported to law enforcement; and (e) such other information necessary or appropriate to generally inform the public users of the proper use of the Property Monitor application. All such information to be posted on Client’s website will be in a form and substance mutually agreeable to the Parties.

7. Usage Restrictions. Client will not: (a) reverse engineer, decompile, disassemble or otherwise access the Property Monitor application to build a service, product, feature, or function competitive with the Property Monitor application; (b) modify, copy, reproduce, display to third parties, translate, or create derivative works based on the Property Monitor application; (c) rent, lease, distribute, sell, resell, assign, or otherwise purport to transfer any rights to the Property Monitor application; (d) use the Property Monitor application for the benefit of any third party (other than Client’s users); (e) remove any proprietary notices from the Property Monitor application; (f) publish or disclose to third parties any evaluation of the Property Monitor application without the Company’s prior written consent; (g) create any link to the Property Monitor application or frame or mirror any content contained on, or accessible from, the Property

Monitor application, without the Company' prior written consent; or (h) upload or distribute in any way files that contain viruses, corrupted files, or code.

8. Reporting. The Company agrees to report to the Board of County Commissioners any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which the Company reasonably believes would subject the Company, the County Clerk or Oklahoma County to liability. The Company shall report any such event to Board of County Commissioners promptly upon discovery. The Company's obligation under this paragraph 7 shall only be to report the occurrence of any event to the Board of County Commissioners, Oklahoma County and to make any other report provided for by their duties or applicable law. The Company's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Board of County Commissioners under this section shall not excuse or satisfy any obligation of the Company to report any event to law enforcement or other entities under the requirements of any applicable law.

10. Standard of Performance. The Company will at all times use the Company's commercially reasonable efforts and render bona fide services to Client under this Agreement in a professional and ethical manner, pursuant to all applicable laws and regulations.

11. No Exclusivity. Nothing in this Agreement will be construed as establishing an exclusive arrangement between the Company and Client. The Company will have the right to perform any services to others during the term of this Agreement, including accepting other subscribers of the Property Monitor application.

12. Duty upon Termination. Subject to Client's mandatory obligations pursuant to the Oklahoma Open Records Act, upon termination of the Company's retention with Client for any reason, Client will deliver to the Company all materials of any nature, including any materials which may be stored electronically, which are in Client's possession or control and which are or contain Confidential Information, or which are otherwise the property of the Company or any of its affiliates, including, without limitation, all source code, software source code, software object code, compilation instructions, build scripts, maintenance documentation, interfaces, third-party software and documentation, all other specifications and information relating to the Property Monitor application.

13. No Disclosure or Use of Confidential Information. Client acknowledges that the Company's Confidential Information is a valuable, special, and unique asset of the Company's business.

13.1. No Disclosure. To the extent permitted under the Oklahoma Open Records Act, during Client's engagement of the Company under this Agreement and at all times following termination of such engagement, Client agrees not to disclose any Confidential Information of the Company without the prior written consent of the Company.

- 13.2. No Use. Client agrees to not use for Client's benefit or for the benefit of others any Confidential Information of the Company, which prohibition extends to all forms or manners, whether directly or indirectly by Client.
- 13.3. Confidential Information. The term "Confidential Information" means information disclosed to or known by Client as a consequence of or through Client's engagement of the Company, not generally known outside the Company, which relates to the Property Monitor application, the Alert Services, or the Company's business, and includes the Company's (a) business plans, proposals, pricing, and strategies; (b) operating, managerial, and "know how" practices or processes; (c) the design, structure, and all other elements of the Property Monitor application and the Alert Services; (d) all information concerning unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property, all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials that contain, are based on, or otherwise reflect or are derived from, any of the foregoing in whole or in part.

14. Indemnification by the Company. The Company shall and does hereby agree to release, defend, indemnify and hold Client harmless from and against any claim, liability, demand, loss, damage, expense, tax or assessment of any nature or kind, expressed or implied (collectively, "Claims"), asserted against Client arising out of the Company's negligent acts, omissions, or material breaches of this Agreement, except to the extent such Claims arise from Client's, its officers', agents', or employees' negligent acts, omissions, or material breaches of this Agreement. Notwithstanding the foregoing sentence, in no event will the Company or its respective officers, agents or employees have any liability for any Claims under any provision of this Agreement for any punitive, consequential, special or indirect damages, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, or other fault.

15. Independent Contractor.

- 15.1. Performance. The Company will have complete freedom of action as to the details, methods, and means of providing the Property Monitor application and the Alert Services. The Company will not be subject to the control or supervision of Client, except as to the results of the work.
- 15.2. Relationship. The Company has contracted to provide the Property Monitor application to Client only to the extent set forth in this Agreement, and the Company's relation to Client is that of an independent contractor. As an independent contractor, the Company does not have the authority to bind Client or

any of its affiliates to any third person, unless expressly agreed to in writing by Client.

15.3. Tax Matters. All payments to the Company will be included in the Company's gross income as compensation for services rendered and reported on IRS Form 1099. The Company agrees that the Company is responsible for payment of all local, state and federal taxes (including FICA taxes) on income earned under this Agreement, as Client will not withhold any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body.

16. User Satisfaction.

16.1. User Control. The Company will use commercially reasonable efforts to ensure that the Property Monitor application:

- (a) Permits users to disenroll by cancelling or deleting the user account at any time;
- (b) Enables users to permanently or temporarily disable notifications on any or all notification modalities (i.e., telephone call, text message, email); and
- (c) Enables users to permanently or temporarily suspend notifications for any particular property.

16.2. Complaint Reporting; Resolution. User complaints received by Client or the Company will be reported and resolved in accordance with this paragraph 16.2, as may be modified, supplemented, and amended from time to time by separate agreement between the Parties.

- (a) Initial Response. The Party receiving a complaint or other communication from a user (the "Customer") or prospective user relating to participation in, or the use, operation, or performance of the Property Monitor application will use good faith efforts to resolve the Customer's issue. If the Customer issue is resolved in the initial communication, the Party will record a brief description of the issue and the related resolution;
- (b) Complaint Intake. If the Customer issue is not resolved in the initial communication, the Party will use good faith efforts to obtain the following information from the Customer (the "Customer Ticket"):
 - Date of receipt of complaint;
 - Customer name and contact information;
 - Brief description of the issue;
 - Brief description of attempts at resolution; and
 - Name of the Party's personnel receiving the complaint.

- (c) Routing for Resolution. The Party recording the Customer Ticket will promptly deliver the Customer Ticket to the individual designated by the other Party for receipt of Customer Tickets. The Parties will cooperate in good faith to attempt to resolve promptly each Customer Ticket to the reasonable satisfaction of the Customer.
- (d) Unresolved Matters. The Parties acknowledge that certain Customer issues will not be resolved to the reasonable satisfaction of the Customer, notwithstanding each Party's good faith efforts. If any Customer threatens litigation, each Party will promptly alert the other Party, and both Parties will use good faith efforts to resolve the complaint in their mutual interest. The Parties will record unresolved Customer issues and cooperate in efforts to identify best practices to minimize or resolve similar future complaints.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or breach thereof (each, a Dispute"), may be resolved by mutual agreement. Any Dispute not resolved by mutual agreement will be submitted to non-binding mediation prior to either Party initiated a formal legal proceeding.

18. Notices. Any notice or communication required or permitted under this Agreement will be made in writing and will be delivered by hand, or mailed by registered or certified mail, return receipt requested, or first-class postage prepaid, addressed as set forth in the preamble to this Agreement, or such other address as designated by a Party in accordance with this paragraph.

19. Force Majeure. The Company will not be responsible for any loss or damage to Client (or be in breach of this Agreement) for nonperformance or delay in performing any of the Company's obligations under this Agreement to the extent resulting from any or more of the following (each, a "Force Majeure Event"): (a) any act of God, fire, lightning, landslide, earthquake, storm, storm warning, flood, or other adverse weather condition; war, act of terrorism, military operation, or national emergency; (b) the inability of the Company to acquire at reasonable prices, or the delay on the part of the Company in acquiring at reasonable prices, materials, equipment, permits or programming services needed to enable the Company to perform; (c) explosions, breakage or destruction of or accident or damage to machinery, equipment, phone lines, servers or facilities, and the repair, maintenance, improvement, or replacement of equipment, phone lines, servers or facilities, (d) acts of any Governmental Authority (including enactment or enforcement of laws or regulations affecting the services to be performed by the Company); or (e) strike or other labor disruption; (f) any Internet service provider failure or delay or denial of service; (g) any malware attack, including, without limitation, viruses, worms, trojan horses, rootkits, ransomware, keyloggers, grayware, or spyware; (h) the enactment, enforcement or promulgation of any law, rule, regulation or decree of any Governmental Entity; (i) any unavailability or disruption caused by Client; or (j) any other events or circumstances not within the reasonable control of the Party affected, whether similar or dissimilar to any of the foregoing. The Company will use its commercially reasonable efforts to cure any such Force Majeure Event as soon as reasonably practicable, and use its commercially reasonable efforts to complete, as soon as reasonably practicable, performance of the Company's obligations under this Agreement.

20. General Provisions. The parties further agree as follows.

20.1 Certain Definitions. The following terms will have the meanings set forth below.

- (a) “Affiliate” means, with respect to any Person, a Person that directly or indirectly controls, is controlled by or is under common control with such Person, with control in such context meaning the ability to direct the management or policies of a Person through ownership of voting shares or other securities, pursuant to a written agreement, or otherwise; and (b) the term “Person” means any individual, partnership, limited liability company, firm, corporation, association, trust, unincorporated organization, governmental authority or other entity; and
- (b) “Governmental Entity” means any federal, national, state, provincial, local, county, city, municipal, foreign or other government, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

20.2 Assignment and Binding Effect. The respective rights and obligations of the Company and Client under this Agreement are binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns. This may not be assigned by the Company without the written agreement of Client.

20.3 Governing Law and Interpretation. This Agreement and the transactions contemplated herein will be performed in material part in the State of Oklahoma. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. The headings used in this Agreement are solely for convenience purposes and are not to be used for construing or interpreting this Agreement.

20.4 Entire Agreement; Cumulative Remedies. This Agreement contains all of the covenants and agreements between the parties with respect to the matters described in this Agreement. The rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20.5 Amendments. Any amendment or modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

20.6 Severability. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions hereof.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Property Monitor Subscription Agreement on the date first above written.

ELECTRA DIGITAL LLC, an Oklahoma limited liability company

By: _____
Alex Weeks, Manager

(the “Company”)

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By: _____
Brian Maughan, Member

By: _____
Kevin Calvey, Member

By: _____
Carrie Blumert, Member

Kerrie Hudson, Chief Deputy
Oklahoma County Clerk

(“Client”)

PURCHASE ORDER

 22300746-01 FY 2023 H
 Change Order: Y

BILL TO

OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

VENDOR

ELECTRA DIGITAL DESIGN STUDIO
 PO BOX 13616

SHIP TO

OKLAHOMA COUNTY CLERK H
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73113

Requisition
 12300742

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/19/23	002572			County Clerk

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Development and Consulting	124000.00		1.000	124,000.00
				PO TOTAL	124,000.00

** END OF REPORT - Generated by Amber Harris **