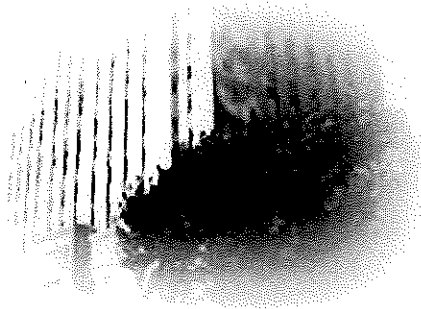


Proposal

for the

Oklahoma County Court Clerk



Rick Warren

Rick.warren@oscn.net

405-270-0082

320 Roberts S Kerr Ave.

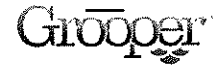
Oklahoma City, OK 73102



Trevor Peden

tpeden@bisok.com

405-418-7466



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RECORDS DIGITIZATION AGREEMENT

This Records Digitization Agreement is made between Business Imaging Systems, Inc. ("BIS") an Oklahoma corporation with offices at 13900 North Harvey, Edmond, OK 73013, and the Board of County Commissioners of Oklahoma County (BOCC), Oklahoma, a political subdivision organized and existing under the laws of the state of Oklahoma on behalf of the Oklahoma County Court Clerk with offices located at 320 Robert S Kerr Avenue, Oklahoma City, OK 73102.

This Agreement describes the terms and conditions under which BIS will perform the services ("Services") and provide certain deliverables ("Deliverables"), if applicable, for Customer as described in any Statement of Work ("SOW") between the Parties. The specific business details of each such engagement shall be set forth in the attached SOW.

NOW, THEREFORE, in consideration of the premises and obligations contained herein, such adequate consideration mutually acknowledged hereby, the Parties agree as follows:

1. Purpose

BIS provides a variety of technology-related services to its customers. This Agreement describes the terms and conditions under which Customer may engage BIS to perform services for Customer.

2. Term

This Agreement shall enter into force on July 1, 2026 (the "Effective Date") and shall terminate on October 31st, 2026, unless extended through mutual agreement. The obligation of either party to continue past the end of the fiscal year shall not be implied. The county reserves the right to terminate this Agreement before the end of the fiscal year for any reason, provided that BIS is given thirty (30) days prior written notice. The County also reserves the right to terminate this Agreement immediately if BIS breaches any terms of this Agreement.

2.1. Contract Amount

Total expenditures under this agreement shall not exceed \$120,000.00.

3. Definitions

The following definitions apply to this Agreement and any related Statement of Work.

3.1 "Code" means computer-programming code. Unless specifically stated otherwise in the SOW, Code includes Binary Code but not Source Code. "Binary Code" means Code that loads and executes without further processing by a software compiler or linker or that results when



Source Code is processed by a software compiler. "Source Code" means human readable form of Code and related system documentation, including comments and any procedural language.

3.2 "Deliverable" means any Code, Documentation or other materials procured or prepared by BIS under a SOW for delivery to Customer, and any other objects identified as Deliverables in a SOW.

3.3 "Documentation" means user manuals, help guides, specifications and other written information prepared or provided by BIS under a particular SOW, including text or graphic files.

3.4 "Services" means the services and Deliverables to be provided by BIS to or for the benefit of Customer, as described in a SOW. Such services may include, but are not limited to records storage, records conversion, technical support, consulting, education services ("Training") or other professional services.

3.5 "Statement of Work" ("SOW") means a written document executed between the Parties, or, when authorized by BIS, an order form signed only by Customer, that includes at least the following information: (a.) a description of the Services and Deliverables; (b.) the Parties' responsibilities; and (c.) the service fees and method of calculation. Any SOW shall be in a form substantially similar to BIS's standard SOW or Services Proposal.

3.6 "Training" means education services pertaining to the Services, Deliverables or any separately licensed software, provided in accordance with the terms of BIS's standard Training program, unless otherwise set forth in a SOW. Training credit expire after twelve (12) months and cannot be carried over to subsequent years if not used.

4. Rules of Engagement

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4.2 SOW Integration. This Agreement will be made a part of each SOW, and the Agreement terms and conditions will apply to each SOW. If a SOW contains provisions inconsistent with this Agreement, the SOW provisions shall prevail with respect to that SOW. This Agreement by itself does not obligate a Party to provide any services or enter into any SOW.

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4.4 Acceptance. Services will be deemed satisfactory to and accepted by Customer unless within thirty (30) days after submission to Customer, Customer gives BIS written notice of aspects in which the Services do not meet the SOW requirements. Upon receipt of such written notice, BIS will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies.

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5.1 Assumptions. The description of the Services and related compensation amount in each SOW will be based upon information Customer provides to BIS and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, then the Parties will modify the SOW pursuant to Section 3.3 (Change Order).

5.2 Customer Assistance. Customer agrees that it will reasonably cooperate with and assist BIS in BIS's performance of the Services.

5.3 Project Managers. Each Party shall appoint a project manager ("Project Manager") for each SOW. Each Party may replace its designated Project Manager upon written notice to the other Party.

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6. Compensation and Payment Terms

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BIS on a monthly basis and invoiced to Customer within five (5) days after the end of each month.

6.5 Payment. Payment shall be due ten (10) days from the date of invoice. All payments shall be made in U.S. dollars.

7. Intellectual Property

7.1 License. Subject to payment of all applicable fees for Services and Deliverables provided to Customer, BIS grants to Customer, and Customer acquires, a nonexclusive, nontransferable, perpetual, royalty-free (other than payments identified in the relevant SOW) license to use, execute, perform, reproduce, display and distribute the Deliverables internally within Customer. All proprietary rights notices must be faithfully reproduced and included on all copies, modifications and adaptations.

7.2 Ownership. Except as expressly provided otherwise in this Section 6 (Intellectual Property) or any SOW, BIS (or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered or used by BIS in the performance of this Agreement, including intellectual property developed solely for Customer. Neither this Agreement nor any SOW shall change the ownership of any intellectual property of either Party in existence prior to the Effective Date. Notwithstanding anything to the contrary herein, any Services, Code, Documentation, Deliverable or other work product delivered by BIS to Customer pursuant to the terms of this Agreement shall not be considered "work made for hire" and ownership thereof shall remain exclusively with BIS, subject to the license granted to Customer under Section 6.1 (License). Should Customer be deemed to acquire any ownership interest in the Services, Code, Documentation, Deliverable or other work product delivered by BIS, Customer hereby assigns, grants and conveys to BIS all right, title and interest in and to any and all such Services, Code, Documentation, Deliverable or other work product delivered by BIS.

7.3 Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use. If a Deliverable consists of software, any Source Code of such Deliverable shall be deemed to include trade secrets of BIS or its licensors and is not licensed to Customer. Customer agrees not to modify, disassemble or decompile any such Deliverable in order to discover the trade secrets contained in any Source Code or for any other reason.

7.4 Restrictions. Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any Deliverable.

7.5 Employees. The Customer shall not hire, directly or indirectly, any employees of BIS during or after a period of two (2) years from the delivery of Services, without BIS's express written permission.



8. Warranty

8.1 Warranty for Services. BIS warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards. Unless otherwise stated in the SOW, this warranty shall be effective for ninety (90) days following acceptance of the Services in accordance with Section 3.4 (Acceptance). Upon breach of this warranty, BIS shall correct the Services so that the Services comply with this warranty. If BIS is unable to correct the Services within a reasonable period of time, Customer's sole remedy is to terminate the relevant SOW and obtain a refund of the amount Customer paid to BIS for the Services related to that SOW that BIS is unable to correct.

8.2 Exclusions. THIS WARRANTY EXCLUDES NON-PERFORMANCE ISSUES THAT RESULT FROM THIRD-PARTY HARDWARE OR FIRMWARE MALFUNCTION OR DEFECT; BETA OR PRE-RELEASE SOFTWARE; SOFTWARE NOT DEVELOPED BY BIS; INCORRECT DATA OR INCORRECT PROCEDURES USED OR PROVIDED BY CUSTOMER OR A THIRD PARTY; OR DEFECTS WHICH ARE OUTSIDE THE REASONABLE CONTROL OF BIS. ANY WARRANTY UNDER THIS SECTION 7 (WARRANTY) SHALL IMMEDIATELY CEASE IF CUSTOMER OR ANY THIRD PARTY MODIFIES ANY PORTION OF A DELIVERABLE OR MODIFIES CUSTOMER'S SYSTEM SO THAT A DELIVERABLE IS NO LONGER FUNCTIONAL OR APPROPRIATE.

9. Confidential Information

9.1 "Confidential Information" means (a.) Customer documents, files and data which BIS has accessed in performing the Services, and (b.) any financial, strategic or other information that the disclosing Party provides to the receiving Party that would reasonably be considered to be confidential or that the disclosing Party has otherwise marked as "confidential."

9.2 Exclusions. Confidential Information will not include any information that is (a.) already in possession of the receiving Party without obligation of confidence; (b.) independently developed by the receiving Party; (c.) becomes generally available to the public without breach of this Agreement; (d.) rightfully received by the receiving Party from a third party without obligation of confidence; (e.) released for disclosure by the disclosing Party with its written consent; or (f.) required to be disclosed pursuant to court or government agency order or rule, provided that before disclosing any otherwise Confidential Information, the receiving Party provides reasonable notice of such order or rule giving the disclosing Party opportunity to object to or limit such disclosure.

9.3 Obligations. The receiving Party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the receiving Party exercises to protect its own confidential information. The receiving Party may disclose Confidential Information only to its employees or agents who need to know



such information and shall contractually require such employees or agents to comply with the obligations of confidentiality.

9.4 "Residuals" means technical information or know-how retained in an employee's memory, but does not include information deliberately memorized to classify it as Residuals. Either Party shall be free to use for any purpose Residuals resulting from access to or work with Confidential Information, provided that such Party otherwise complies with the confidentiality obligations contained in this Section 8 (Confidential Information). However, this provision does not grant either Party a license under the other Party's patents or copyrights, nor does it give the receiving Party the right to disclose business plans or financial, statistical, or personnel data, nor does it allow for any purpose the literal copying of a document. The receiving Party shall have no obligation to limit or restrict the assignment of persons with Residuals.

9.5 Non-disclosure or Confidentiality Agreement. In the event the Parties have executed a separate agreement which contains terms and obligations with regards to confidential information that are more restrictive or for a longer duration than this Agreement, the Parties agree to comply with such terms and obligations.

9.6 Confidential Information as Is. Both Parties understand that neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information. Furthermore, both Parties specifically acknowledge and agree that neither will use the Confidential Information as the basis of any claim, demand, liability or cause of action for misrepresentation, breach of warranty, breach of contract or otherwise. Notwithstanding the foregoing, the Parties agree that accurate and forthcoming information is critical to the success of any SOW. Furthermore, each disclosing Party represents and warrants that it has the right to disclose the Confidential Information to the receiving Party and that such disclosure does not violate any duty of confidentiality owed to any other person.

10. Indemnification and Insurance

10.1 Insurance. BIS will maintain reasonable amounts of insurance, which shall at least meet any limits required by law, for public liability, property damage, employer's liability and workers compensation. Oklahoma County is self-insured.

11. Limitation of Liability

11.1 Exclusion of Incidental, Consequential, and Certain Other Damages. To the maximum extent permitted by applicable law, a Party's liability for any claim arising under or relating to this Agreement or any SOW shall be limited to direct damages and shall not exceed the amount paid, and any amounts owed but not yet paid, for the Services.

12. Term and Termination

12.1 Consequences of Expiration or Termination.



12.1.1 Effect of Termination. Unless otherwise agreed to in writing, upon termination of this Agreement, any SOW then in effect will immediately terminate.

12.1.2 Termination Payment. In the event of termination of a SOW, Customer shall pay BIS the amounts specified in the Costs Section of each such SOW relating to work performed by BIS prior to and including the date of termination. Additionally, all property of each Party in possession of the other Party; relating to such SOW shall be returned, including, without limitation, any Deliverable provided to Customer by BIS under such SOW but not yet fully paid by Customer, and all Confidential Information. Except in case of breach by Customer, Customer may retain a license under Section 6.1 (License) to use incomplete Deliverables for which it has paid; however, all warranties regarding such Deliverables shall cease. Termination or expiration of a SOW shall not void nor otherwise impact this Agreement nor any other SOW.

12.1.3 Survival of Terms. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive termination or expiration of the Agreement.

13. General Provisions

13.1 Separate Software License. The Services may be in support of a customer license to software under a separate agreement. Such separate agreement shall govern all use by Customer of such software, and this Agreement shall relate solely to the Services. This Agreement is not intended to modify in any way the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from BIS or any other Party, except as expressly provided herein or in a SOW.

13.2 Notice. Unless otherwise agreed to by the Parties, all notices shall be deemed effective when made in writing and received by either (a.) registered mail, (b.) certified mail, return receipt requested, (c.) overnight mail, (d.) personally delivered, or (e) via secure email transmission with proof of receipt by the addressee, addressed and sent to the receiving Party's address specified in the introductory paragraph to this Agreement, with the original of the notice being addressed to the Project Manager (with respect to any SOW).

13.3 Force Majeure. Except for payment of fees, if either Party shall be prevented from performing any portion of this Agreement or any SOW by causes beyond its control, including but not limited to casualty, contagion, epidemics, civil commotion, earthquakes, fire, flood, hurricanes, tornadoes, governmental or military acts, controls, orders or regulations, inability to obtain materials or services, labor disputes, national emergencies, war, or acts of God or nature, such defaulting Party shall be excused from performance for the period of the delay and for a reasonable time thereafter, and such failure or inability shall not constitute a breach of this Agreement. The affected Party shall (a) provide the other Party with prompt notice of the nature and expected duration of the event, (b) use commercially reasonable efforts to resume full performance under this Agreement and address and mitigate the cause and effect of such



event, (c) provide periodic notice of relevant developments, and (d) provide prompt notice of the end of such event.

13.4 Independent Contractor. Nothing in this Agreement or any SOW, and no course of dealing between the Parties, shall be construed to create any employment, joint venture, agency relationship nor partnership between a Party and the other Party or the other Party's employees or agents. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

13.5 Jurisdiction. This Agreement and any SOW shall be construed in accordance with and governed by the laws of the State of Oklahoma and applicable U.S. federal laws, without regard to conflicts of law's provisions. Venue for any actions arising under or relating in any way to this Agreement shall vest exclusively in the courts of general jurisdiction located in Oklahoma County in the State of Oklahoma.

13.6 Severability. If any provision or portion of this Agreement or any SOW shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

13.7 Waiver. No waiver of any Agreement right shall be effective unless in writing signed by an authorized representative of the waiving Party. No waiver of a right arising from any breach or failure to perform shall be deemed a waiver of any future right.

13.8 Binding Effect/Assignment. The entirety of this Agreement and any SOW is binding upon the Parties' respective representatives, successors, and assigns. Neither Party shall transfer or assign this Agreement or any SOW without the prior written consent of the other Party. However, neither Party shall unreasonably delay or withhold consent to an assignment of this Agreement or any SOW (solely in entirety).

13.9 Subcontracting Services. BIS may subcontract any portion of the Services to a third-party contractor without the prior consent of Customer, provided that BIS remains fully responsible to the Customer for the delivery of the Services.

13.10 Use of Company Name and Logo. Each Party hereby consents to the other Party's use and publication of its name in customer lists, lists of referrals for other customers (or potential customers), and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or web pages, provided that the Party displays requisite notices and attributions of trademarks, copyrights and other rights, and such content is shared or made available to the other Party. Each Party shall only display logos of the other Party in accordance with such Party's brand or style guide and only present the other Party's business, services and other offerings in the same manner as such Party presents itself.



13.11 No Third-Party Beneficiaries. Unless otherwise provided herein, no third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

13.12 Entire Agreement. This Agreement, including any SOW, is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties relative thereto, whether written or oral. This Agreement or any SOW may be modified only by a written addendum or change order signed by authorized signatories of both Parties. The terms of any invoice, purchase order or similar document will not modify this Agreement. Notwithstanding the foregoing, if the Parties enter into a separate confidentiality, non-disclosure or similar agreement with terms that conflict with any terms of this Agreement, the terms of such separate agreement shall control.

13.13 Export Control. Each Party must comply with all applicable laws and regulations related to the import, export or re-export of technology or products (or derivatives of such).

13.14 Construction. As used in this Agreement, "including" and words of similar effect mean "including but not limited to." The use of "or" will not be deemed to be exclusive.

13.15 Counterparts; Electronic Signatures. The Parties may sign this Agreement electronically or in counterparts, including signatures delivered electronically, each deemed a binding original but together constituting one instrument.

PRICING:

All pricing can be located on SW1007B.

Item	Qty.	Type	List	Discount	Extended
Dedicated Resource – DMC Resource (2 Resources X 6 Months)	8	Monthly	\$11,000.00	\$11,000.00	\$0.00
Professional Services – Dedicated Grooper Resource	4	Monthly	\$33,000.00	\$3,000.00	\$120,000.00
TOTAL					\$120,000.00

Pricing is using SW1007M.

Oklahoma County Court Clerk -- Records Digitization Agreement




The parties agree to the terms of this Proposal.

BIS

Client

By:



By:

Printed:

Daniel Rodelli

Printed:

Title:

President

Title:

Date:

4-6-2026.

Date:

ORDER FOR PURCHASE
COURT CLERK'S RECORDS MANAGEMENT AND PRESERVATION FUND

PURCHASE ORDER NUMBER 32
DATE 4/16/2026

BUSINESS IMAGING SYSTEMS
13900 N HARVEY AVE
EDMOND OK 73013

YOU ARE HEREBY AUTHORIZED TO FURNISH THE HEREINAFTER NAMED ITEMS
DELIVERED TO RICK WARREN, COURT CLERK, ROOM 410,
COUNTY OFFICE BUILDING, OKLAHOMA CITY, OK 73102
405-713-2332

QTY	REORDER #	ARTICLES OF PURCHASE	ORDERED BY	UNIT COST	TOTAL COST
1		DIGITIZATION OF COURT RECORDS	RECORD PRESERVATION	\$60,000.00	\$60,000.00
PER TERM OF AGREEMENT MAY 1ST, 2026 THROUGH JUNE 30TH, 2026 SW1007M				TOTAL	\$60,000.00

NOTICE: ATTACH THIS COPY TO YOUR CLAIM AND RETURN.
FAILURE TO ATTACH THIS COPY TO YOUR CLAIM WILL DELAY PAYMENT.

ORDERED BY LINDA HOLLINGSWORTH

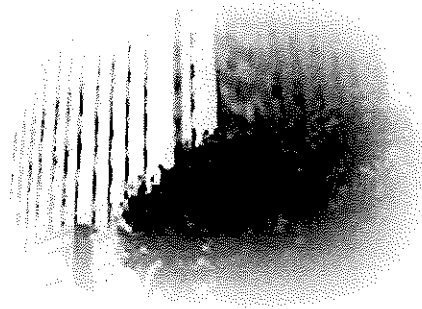
APPROVED BY RICK WARREN, COURT CLERK

BY  DEPUTY

Proposal

for the

Oklahoma County Court Clerk



Rick Warren

Rick.warren@oscn.net

405-270-0082

320 Roberts S Kerr Ave.

Oklahoma City, OK 73102



Trevor Peden

tpeden@bisok.com

405-418-7466

Oklahoma County Court Clerk – Records Digitization Agreement



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This Agreement shall enter into force on May 1, 2026 (the "Effective Date") and shall terminate on June 30th, 2026, unless extended through mutual agreement. The obligation of either party to continue past the end of the fiscal year shall not be implied. The county reserves the right to terminate this Agreement before the end of the fiscal year for any reason, provided that BIS is given thirty (30) days prior written notice. The County also reserves the right to terminate this Agreement immediately if BIS breaches any terms of this Agreement.

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7.1 License. Subject to payment of all applicable fees for Services and Deliverables provided to Customer, BIS grants to Customer, and Customer acquires, a nonexclusive, nontransferable, perpetual, royalty-free (other than payments identified in the relevant SOW) license to use, execute, perform, reproduce, display and distribute the Deliverables internally within Customer. All proprietary rights notices must be faithfully reproduced and included on all copies, modifications and adaptations.

7.2 Ownership. Except as expressly provided otherwise in this Section 6 (Intellectual Property) or any SOW, BIS (or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered or used by BIS in the performance of this Agreement, including intellectual property developed solely for Customer. Neither this Agreement nor any SOW shall change the ownership of any intellectual property of either Party in existence prior to the Effective Date. Notwithstanding anything to the contrary herein, any Services, Code, Documentation, Deliverable or other work product delivered by BIS to Customer pursuant to the terms of this Agreement shall not be considered "work made for hire" and ownership thereof shall remain exclusively with BIS, subject to the license granted to Customer under Section 6.1 (License). Should Customer be deemed to acquire any ownership interest in the Services, Code, Documentation, Deliverable or other work product delivered by BIS, Customer hereby assigns, grants and conveys to BIS all right, title and interest in and to any and all such Services, Code, Documentation, Deliverable or other work product delivered by BIS.

7.3 Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use. If a Deliverable consists of software, any Source Code of such Deliverable shall be deemed to include trade secrets of BIS or its licensors and is not licensed to Customer. Customer agrees not to modify, disassemble or decompile any such Deliverable in order to discover the trade secrets contained in any Source Code or for any other reason.

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7.5 Employees. The Customer shall not hire, directly or indirectly, any employees of BIS during or after a period of two (2) years from the delivery of Services, without BIS's express written permission.



8. Warranty

8.1 Warranty for Services. BIS warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards. Unless otherwise stated in the SOW, this warranty shall be effective for ninety (90) days following acceptance of the Services in accordance with Section 3.4 (Acceptance). Upon breach of this warranty, BIS shall correct the Services so that the Services comply with this warranty. If BIS is unable to correct the Services within a reasonable period of time, Customer's sole remedy is to terminate the relevant SOW and obtain a refund of the amount Customer paid to BIS for the Services related to that SOW that BIS is unable to correct.

8.2 Exclusions. THIS WARRANTY EXCLUDES NON-PERFORMANCE ISSUES THAT RESULT FROM THIRD-PARTY HARDWARE OR FIRMWARE MALFUNCTION OR DEFECT; BETA OR PRE-RELEASE SOFTWARE; SOFTWARE NOT DEVELOPED BY BIS; INCORRECT DATA OR INCORRECT PROCEDURES USED OR PROVIDED BY CUSTOMER OR A THIRD PARTY; OR DEFECTS WHICH ARE OUTSIDE THE REASONABLE CONTROL OF BIS. ANY WARRANTY UNDER THIS SECTION 7 (WARRANTY) SHALL IMMEDIATELY CEASE IF CUSTOMER OR ANY THIRD PARTY MODIFIES ANY PORTION OF A DELIVERABLE OR MODIFIES CUSTOMER'S SYSTEM SO THAT A DELIVERABLE IS NO LONGER FUNCTIONAL OR APPROPRIATE.

9. Confidential Information

9.1 "Confidential Information" means (a.) Customer documents, files and data which BIS has accessed in performing the Services, and (b.) any financial, strategic or other information that the disclosing Party provides to the receiving Party that would reasonably be considered to be confidential or that the disclosing Party has otherwise marked as "confidential."

9.2 Exclusions. Confidential Information will not include any information that is (a.) already in possession of the receiving Party without obligation of confidence; (b.) independently developed by the receiving Party; (c.) becomes generally available to the public without breach of this Agreement; (d.) rightfully received by the receiving Party from a third party without obligation of confidence; (e.) released for disclosure by the disclosing Party with its written consent; or (f.) required to be disclosed pursuant to court or government agency order or rule, provided that before disclosing any otherwise Confidential Information, the receiving Party provides reasonable notice of such order or rule giving the disclosing Party opportunity to object to or limit such disclosure.

9.3 Obligations. The receiving Party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the receiving Party exercises to protect its own confidential information. The receiving Party may disclose Confidential Information only to its employees or agents who need to know



such information and shall contractually require such employees or agents to comply with the obligations of confidentiality.

9.4 "Residuals" means technical information or know-how retained in an employee's memory, but does not include information deliberately memorized to classify it as Residuals. Either Party shall be free to use for any purpose Residuals resulting from access to or work with Confidential Information, provided that such Party otherwise complies with the confidentiality obligations contained in this Section 8 (Confidential Information). However, this provision does not grant either Party a license under the other Party's patents or copyrights, nor does it give the receiving Party the right to disclose business plans or financial, statistical, or personnel data, nor does it allow for any purpose the literal copying of a document. The receiving Party shall have no obligation to limit or restrict the assignment of persons with Residuals.

9.5 Non-disclosure or Confidentiality Agreement. In the event the Parties have executed a separate agreement which contains terms and obligations with regards to confidential information that are more restrictive or for a longer duration than this Agreement, the Parties agree to comply with such terms and obligations.

9.6 Confidential Information as Is. Both Parties understand that neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information. Furthermore, both Parties specifically acknowledge and agree that neither will use the Confidential Information as the basis of any claim, demand, liability or cause of action for misrepresentation, breach of warranty, breach of contract or otherwise. Notwithstanding the foregoing, the Parties agree that accurate and forthcoming information is critical to the success of any SOW. Furthermore, each disclosing Party represents and warrants that it has the right to disclose the Confidential Information to the receiving Party and that such disclosure does not violate any duty of confidentiality owed to any other person.

10. Indemnification and Insurance

10.1 Insurance. BIS will maintain reasonable amounts of insurance, which shall at least meet any limits required by law, for public liability, property damage, employer's liability and workers compensation. Oklahoma County is self-insured.

11. Limitation of Liability

11.1 Exclusion of Incidental, Consequential, and Certain Other Damages. To the maximum extent permitted by applicable law, a Party's liability for any claim arising under or relating to this Agreement or any SOW shall be limited to direct damages and shall not exceed the amount paid, and any amounts owed but not yet paid, for the Services.

12. Term and Termination

12.1 Consequences of Expiration or Termination.



12.1.1 Effect of Termination. Unless otherwise agreed to in writing, upon termination of this Agreement, any SOW then in effect will immediately terminate.

12.1.2 Termination Payment. In the event of termination of a SOW, Customer shall pay BIS the amounts specified in the Costs Section of each such SOW relating to work performed by BIS prior to and including the date of termination. Additionally, all property of each Party in possession of the other Party; relating to such SOW shall be returned, including, without limitation, any Deliverable provided to Customer by BIS under such SOW but not yet fully paid by Customer, and all Confidential Information. Except in case of breach by Customer, Customer may retain a license under Section 6.1 (License) to use incomplete Deliverables for which it has paid; however, all warranties regarding such Deliverables shall cease. Termination or expiration of a SOW shall not void nor otherwise impact this Agreement nor any other SOW.

12.1.3 Survival of Terms. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive termination or expiration of the Agreement.

13. General Provisions

13.1 Separate Software License. The Services may be in support of a customer license to software under a separate agreement. Such separate agreement shall govern all use by Customer of such software, and this Agreement shall relate solely to the Services. This Agreement is not intended to modify in any way the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from BIS or any other Party, except as expressly provided herein or in a SOW.

13.2 Notice. Unless otherwise agreed to by the Parties, all notices shall be deemed effective when made in writing and received by either (a.) registered mail, (b.) certified mail, return receipt requested, (c.) overnight mail, (d) personally delivered, or (e) via secure email transmission with proof of receipt by the addressee, addressed and sent to the receiving Party's address specified in the introductory paragraph to this Agreement, with the original of the notice being addressed to the Project Manager (with respect to any SOW).

13.3 Force Majeure. Except for payment of fees, if either Party shall be prevented from performing any portion of this Agreement or any SOW by causes beyond its control, including but not limited to casualty, contagion, epidemics, civil commotion, earthquakes, fire, flood, hurricanes, tornadoes, governmental or military acts, controls, orders or regulations, inability to obtain materials or services, labor disputes, national emergencies, war, or acts of God or nature, such defaulting Party shall be excused from performance for the period of the delay and for a reasonable time thereafter, and such failure or inability shall not constitute a breach of this Agreement. The affected Party shall (a) provide the other Party with prompt notice of the nature and expected duration of the event, (b) use commercially reasonable efforts to resume full performance under this Agreement and address and mitigate the cause and effect of such



event, (c) provide periodic notice of relevant developments, and (d) provide prompt notice of the end of such event.

13.4 Independent Contractor. Nothing in this Agreement or any SOW, and no course of dealing between the Parties, shall be construed to create any employment, joint venture, agency relationship nor partnership between a Party and the other Party or the other Party's employees or agents. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

13.5 Jurisdiction. This Agreement and any SOW shall be construed in accordance with and governed by the laws of the State of Oklahoma and applicable U.S. federal laws, without regard to conflicts of law's provisions. Venue for any actions arising under or relating in any way to this Agreement shall vest exclusively in the courts of general jurisdiction located in Oklahoma County in the State of Oklahoma.

13.6 Severability. If any provision or portion of this Agreement or any SOW shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

13.7 Waiver. No waiver of any Agreement right shall be effective unless in writing signed by an authorized representative of the waiving Party. No waiver of a right arising from any breach or failure to perform shall be deemed a waiver of any future right.

13.8 Binding Effect/Assignment. The entirety of this Agreement and any SOW is binding upon the Parties' respective representatives, successors, and assigns. Neither Party shall transfer or assign this Agreement or any SOW without the prior written consent of the other Party. However, neither Party shall unreasonably delay or withhold consent to an assignment of this Agreement or any SOW (solely in entirety).

13.9 Subcontracting Services. BIS may subcontract any portion of the Services to a third-party contractor without the prior consent of Customer, provided that BIS remains fully responsible to the Customer for the delivery of the Services.

13.10 Use of Company Name and Logo. Each Party hereby consents to the other Party's use and publication of its name in customer lists, lists of referrals for other customers (or potential customers), and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or web pages, provided that the Party displays requisite notices and attributions of trademarks, copyrights and other rights, and such content is shared or made available to the other Party. Each Party shall only display logos of the other Party in accordance with such Party's brand or style guide and only present the other Party's business, services and other offerings in the same manner as such Party presents itself.



13.11 No Third-Party Beneficiaries. Unless otherwise provided herein, no third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

13.12 Entire Agreement. This Agreement, including any SOW, is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties relative thereto, whether written or oral. This Agreement or any SOW may be modified only by a written addendum or change order signed by authorized signatories of both Parties. The terms of any invoice, purchase order or similar document will not modify this Agreement. Notwithstanding the foregoing, if the Parties enter into a separate confidentiality, non-disclosure or similar agreement with terms that conflict with any terms of this Agreement, the terms of such separate agreement shall control.

13.13 Export Control. Each Party must comply with all applicable laws and regulations related to the import, export or re-export of technology or products (or derivatives of such).

13.14 Construction. As used in this Agreement, "including" and words of similar effect mean "including but not limited to." The use of "or" will not be deemed to be exclusive.

13.15 Counterparts; Electronic Signatures. The Parties may sign this Agreement electronically or in counterparts, including signatures delivered electronically, each deemed a binding original but together constituting one instrument.

PRICING:

All pricing can be located on SW1007B.

Item	Qty.	Type	List	Discount	Extended
Dedicated Resource – DMC Resource (2 Resources X 6 Months)	4	Monthly	\$11,000.00	\$11,000.00	\$0.00
Professional Services – Dedicated Grooper Resource	2	Monthly	\$33,000.00	\$3,000.00	\$60,000.00
TOTAL					\$60,000.00

Pricing is using SW1007M.

Oklahoma County Court Clerk – Records Digitization Agreement




The parties agree to the terms of this Proposal.

BIS

Client

By:



By:

Printed:

Daniel Rdelli

Printed:

Title:

President

Title:

Date:

4-6-2026.

Date:

ORDER FOR PURCHASE
COURT CLERK'S RECORDS MANAGEMENT AND PRESERVATION FUND

PURCHASE ORDER NUMBER 33
DATE 4/16/2026

BUSINESS IMAGING SYSTEMS
13900 N HARVEY AVE
EDMOND OK 73013

YOU ARE HEREBY AUTHORIZED TO FURNISH THE HEREINAFTER NAMED ITEMS
DELIVERED TO RICK WARREN, COURT CLERK, ROOM 410,
COUNTY OFFICE BUILDING, OKLAHOMA CITY, OK 73102
405-713-2332

QTY	REORDER #	ARTICLES OF PURCHASE	ORDERED BY	UNIT COST	TOTAL COST
1		DIGITIZATION OF COURT RECORDS	RECORD PRESERVATION	\$120,000.00	\$120,000.00
PER TERM OF AGREEMENT JULY 1ST, 2026 THROUGH OCTOBER 31TH, 2026 SW1007M				TOTAL	\$120,000.00

NOTICE: ATTACH THIS COPY TO YOUR CLAIM AND RETURN.
FAILURE TO ATTACH THIS COPY TO YOUR CLAIM WILL DELAY PAYMENT.

ORDERED BY LINDA HOLLINGSWORTH

APPROVED BY RICK WARREN, COURT CLERK

BY  DEPUTY