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# MEMO

APPROVED  
5/6/2024



DATE: May 3, 2024  
FROM: Lisa L. Moore   
Assistant Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Salary.com

Submitted for your approval and execution is the attached Data Subscription Agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Human Resources Department and Salary.com for CompAnalyst Plus; a software service which provides data and/or analytics for compensation projects at a cost of \$13,000.00 for a 12-month term, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM/ dcc

SUBMITTED FOR: The May 6, 2024 BOCC meeting agenda.

CME# 20240725



Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

<b>Customer:</b>	Tulsa County	<b>Order Type:</b>	New Business
<b>Number of FTEs:</b>	544	<b>Total Annual Price:</b>	USD 13,000.00
<b>Subscription Start Date:</b>	Jun 1, 2024	<b>Subscription End Date:</b>	May 31, 2025

<b>Subscription Service</b>	<b>Term (Months)</b>
CompAnalyst Plus	12
Integrations- Application Programming Interface	12
<b>Total Annual Price:</b>	USD 13,000.00

**Billing Information:**

- **FTE:** 544
- **Payment Term:** Due On Receipt
- **Invoice Frequency:** Annually
- **Special Billing Instructions:**
- **PO (if required):**

**Renewals:** The parties may renew this agreement for additional renewal terms via a writing executed by both parties

**Terms:** This Order is governed by the terms of the attached Data Subscription Agreement (the "DSA") the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

**Additional Terms:** If Customer opts in to renew subscription for a second year in accordance with the terms of this agreement, Salary agrees to renew Customer at a rate of \$13,650 for the new one year term.

**The DSA is hereby amended as follows:**

**No amendment to the DSA that materially changes its terms and conditions shall be effective unless Customer has agreed thereto in writing.**

**Section 2.3 shall read:**

Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Salary promptly of any such unauthorized access; and (iv) must use the Service only in accordance with the Service's technical documentation and applicable law. You also must not host any Salary Data, such as a survey, in a third party's software without first having in place and signed by the third party, You, and Salary, a Non-Disclosure Agreement, which is satisfactory to Salary.

As a Consultant, you may:

1. Use the Service to provide data or analytics to a single consulting client with whom you are working on a single compensation project with.
2. Download and/or export insignificant parts of Salary Data for use with a single consulting client at one time.
3. Transfer Salary Data to a single consulting client so long as a) such client agrees to abide by the same terms and conditions contained within this Agreement and b) such client adheres to the same level of privacy protection and other rights afforded by this Agreement.
4. The rights above are further conditioned upon and granted to you upon your agreement to use only insignificant parts of the Salary Data.

Salary has the right at any time to ask for and receive within 30 days of its request a full and complete report from you describing all third parties including consulting clients with access to Salary Data and/or Surveys and for Salary to conduct an audit (at Salary's sole expense) of your records to ensure compliance with the terms of this Agreement. Should an audit not be permitted, then it is assumed that such third party is acting in violation of the terms of this Agreement.

As a Consultant you may not:

1. Share any Salary Data with any third parties other than for a single consulting client with whom you are working with on a single compensation project.
2. Allow access to any Services and/or Salary Data to individuals not having an explicit need to know and who agree in writing to the terms of this Agreement.
3. Pay the non-Consultant price for a survey or a set of surveys purchased from Salary.
4. Copy, cut and paste, email, broadcast, adapt, edit, re-utilize, reproduce, disseminate, reverse engineer, sell, extract, paraphrase, or create any derivative works or derive compensation methodologies or processes based on Salary Data for any reason whatsoever for use with or by means of

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using other analytics or artificial intelligence environments. If You become aware of scraping or any other automated collection of data found on the website in violation of these terms You must immediately report any and all such violations via email to [privacy@salary.com](mailto:privacy@salary.com). In the event that such a report is found to be materially accurate, the reporting individual shall be entitled to 30% of any settlement reached in such a case.

**Section 10.3 is hereby deleted in its entirety.**

**Section 10.5.1 is hereby deleted in its entirety.**

**Section 11.2 is hereby deleted in its entirety.**

**Section 13.1 shall read:**

The Agreement is governed by the laws of the State of Oklahoma (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of the Agreement.

**Section 13.2 shall read:**

Any suit or legal proceeding must be exclusively brought in the federal or state courts for Tulsa County, Oklahoma, and Customer submits to this personal jurisdiction and venue.

**Customer Contact:**

Kathy Burrows  
218 West 6th Street 4th floor,  
Tulsa, Oklahoma 74119  
**Phone:** (918) 596-5096  
**Email:** kburrows@tulsacounty.org

**Customer Billing Contact:**

Lindsay Duke  
218 West 6th Street 4th floor,  
Tulsa, Oklahoma 74119  
**Phone:** (918) 596-5094  
**Email:** lduke@tulsacounty.org

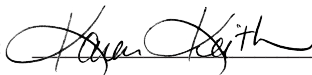
**Account Executive:** Nicole Cipres

**Email:** nicole.cipres@salary.com  
**Phone:** (781) 670-3581

**Account Manager:** Caitrin Bellavance

**Email:** caitrin.bellavance@salary.com  
**Phone:** 7813659570

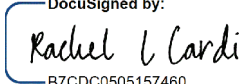
**Tulsa County**

Signed:  \_\_\_\_\_

By Name:                     Karen Keith                    

Title:                     Chairman Pro Tem                    

Date:                     5/6/2024                    

Salary.com,  \_\_\_\_\_  
Signed:                     B7CDC0505157460...                    

By Name:                     Rachel L Cardi                    

Title:                     Associate Counsel                    

Date:                     5/3/2024                    

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich