
MEMO

APPROVED
7/12/21



DATE: July 7, 2021

FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – Oklahoma Interactive, LLC dba NIC Oklahoma

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Treasurer's Office and Oklahoma Interactive, LLC dba NIC Oklahoma for annual subscription to NIC Oklahoma's payment processing software and retail walk-in payment services for the period of July 1, 2021 through June 30, 2022 as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The July 12, 2021 BOCC meeting agenda.

CMF# 20211525

MASTER SUBSCRIPTION AGREEMENT

APPROVED
7/12/21

CLIENT INFORMATION

EFFECTIVE DATE: 07/01/2021

Name: Stan Sallee
Address: Tulsa County Treasurer's Office
218 W 6th St, 8th Floor, Tulsa, Oklahoma 74119-1004
918-596-5071 (Office)
918-596-4934 (Fax)

Contact Name: John Fothergill

Title: Treasurer

AGREEMENT: This Master Subscription Agreement is made and entered into as of the Effective Date set forth above by and between Oklahoma Interactive, LLC, dba NIC Oklahoma, an Oklahoma limited liability company ("NIC OK") and the County of Tulsa(referred to herein as "Client" or "County"). Pursuant to this Agreement, Client will be provided a subscription to certain Services as set forth in this Agreement and any Schedules or Statements of Work agreed to by NIC OK and the Client. (The General Terms and Conditions and all Schedules and Statements of Work hereto are collectively referred to as the "Agreement"). If there is a conflict between a Schedule and the General Terms and Conditions, the provisions of the General Terms and Conditions shall take precedence.

SCHEDULES:

- A. Services and Fee Schedule
B. Third Party End User Agreement Clauses

SIGNATURES:

By signing this Agreement, the undersigned certify that they have read and understand, and agree to be legally bound by, this Agreement.

CLIENT

NIC OK

By: [Signature of Karen Keith]

By: [Signature of Connie Pearson]

Name: Karen Keith

Approved as to form:

Name: Connie Pearson

Title: Chairman Pro Tem of the Board of Tulsa County Commissioners

James G. Rea

Assistant District Attorney

Title: General Manager

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. The following are definitions applying to this Agreement. Additional definitions applying solely to a particular schedule to this Agreement will be set forth in that Schedule.

- 1.1 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with, a Party.
1.2 "End User" means a third-party person or entity who has agreed to use one or more Services offered by NIC OK for the offering and sale of Products by Client.
1.3 "Fees" means all fees payable by Client to NIC OK pursuant to this Agreement.
1.4 "Force Majeure" means events or conditions beyond a Party's reasonable control, including, without limitation, acts of common enemy, earthquakes, floods, fires, epidemics, terrorist attacks, embargoes, fire, governmental acts or orders or restrictions, acts of God, and failure or delay in transportation or communication systems not caused or reasonably preventable by NIC OK.
1.5 "Information" means any technical, or business information in written, graphical, oral, or other tangible or intangible forms, including but not limited to specifications, drawings, tools, samples, reports, compilations, records, data, computer programs, drawings, models, and secrets.
1.6 "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any applicable laws or international conventions or treaties, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
1.7 "Party" or "Parties" means, either individually or collectively, as the case may be, NIC OK and Client and any and all permitted successors and assigns.

MASTER SUBSCRIPTION AGREEMENT

1.8 **"Products"** means the Transaction Documents, goods and/or services that may be ordered or used by End Users from Client through its subscription to the Services. Products may include, without limitation, taxes and other amounts due by End Users to Client.

1.9 **"Services"** means the hosted subscription services provided by NIC OK and Affiliates to Client pursuant to this Agreement and as described in the Schedule A attached hereto, including any successor or replacement services offering the same or more functionality than its predecessor.

1.10 **"Software"** means the proprietary computer software programs utilized or provided by NIC OK in the delivery of Services.

1.11 **"Transaction Documents"** means any electronic business documents transmitted to the End User through the use of the Services.

1.12 **"Transaction Information"** means the data, information, pricing, quantities, parties and terms and conditions of any End User purchase or order of Products provided to or stored by NIC OK through use of the Services by an End User, but shall not include Transaction Documents or any portion of the Software.

2. LIMITED SUBSCRIPTION TO SERVICES

2.1 **Use.** Subject to payment of the applicable Fees and Client's compliance with the terms of this Agreement, NIC OK hereby agrees, on a Software as a Service basis to (a) make the Service available to Client through a monthly, limited subscription. Client's subscription allows Client to utilize the Services to manage the purchase and sale of Products, pursuant to the terms of this Agreement and any associated schedules, and further subject to the following restrictions: (i) Client may use the Services and the Software solely for Client's own internal business purposes; (ii) Client may allow End Users to access the Services to enable transactions for the provision of Products [and information] by Client as set forth in this Agreement, and (iii) Client shall not (A) make any copies of all or any portion of the Software or the Services, (B) sell, sublicense, distribute, rent, lease or assign the subscription authorized herein, or the Services or the Software to any other person or entity, (C) modify, reverse engineer, decompile, disassemble, translate, alter or create derivative works based on the Services or the Software, (D) except for End Users, permit any non-Client or other third party to use the Services, (E) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes, (G) send spam or other duplicative or unsolicited messages in violation of applicable laws, (H) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights, (I) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (J) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (K) attempt to gain unauthorized access to the Services or its related systems or networks; or (K) access, or allow access to, the Services in order to (1) build, or assist a third party in building, a competitive product or service, (2) build, or assist a third party in building, a product or service using similar ideas, features, functions or graphics of the Service, or (3) copy, or assist a third party in copying, any ideas, features, functions or graphics of the Service. Client agrees that its purchase of the subscription described herein is not contingent upon any future functionality or features not expressly stated in this Agreement.

2.2 **User IDs and Passwords.** As part of the subscription, NIC OK shall provide to Client user IDs and passcodes or other secured means to access the Services, as applicable. Client is responsible for maintaining the confidentiality of its user IDs and passcodes and will be solely liable for all activities that occur under Client's user IDs. Client shall immediately notify NIC OK of any unauthorized use of Client's user IDs and change any affected passcodes. Client agrees to access, and require End Users to access, the Services in a secure manner in compliance with NIC OK's reasonable standards established from time to time, which currently require, to the extent applicable, Client's use of web browsers utilizing 128 bit SSL encryption. Client shall use commercially reasonable efforts to prevent the unauthorized access or use of the Services.

2.3 **NIC OK Obligations.** NIC OK shall provide Client with commercially reasonable, good faith cooperation and such information, assistance and support as the parties reasonably deem necessary to render the Services

(i) **Technical Representative.** Client shall designate a technical representative who is knowledgeable of Client's technical requirements and authorized to provide guidance and instruction to NIC OK, to serve as primary point of contact with NIC OK or NIC OK's third party agent for technical purposes.

(ii) **Software Maintenance and Upgrades.** NIC OK shall maintain and update the Software utilized in the Services, and Client agrees that NIC OK has the sole right to do so. In connection with such maintenance and updates, Client shall test, and/or assist NIC OK in testing, the consistency and completeness of such maintenance and updates as NIC OK reasonably requests.

(iii) **Taxes.** NIC OK shall bill and client shall pay for any applicable federal, state or local taxes on the Services. Tulsa County represents that it is tax exempt and has provided NIC OK with a valid tax exemption certificate.

2.4 **NIC OK Warranties.** NIC OK warrants:

(i) that the Services will substantially comply with the functional specifications set forth in this Agreement;

MASTER SUBSCRIPTION AGREEMENT

(ii) NIC OK shall establish mechanisms designed to prevent customer card information entered into NIC OK's system and/or networks, which is subject to the requirements of the Payment Card Industry Data Security Standard Program (PCI-DSS) in effect and as may be amended from time to time during the term of this Agreement, being retained, temporarily or permanently, by Client; and

(iii) NIC OK represents that it is the owner of or otherwise has the right to use, distribute and license or sublicense all materials and methodologies used in connection with providing the Services which are the subject of this Agreement, that such materials and methodologies (other than information or materials supplied by the Client and accurately reproduced in the Services provided under this Agreement) shall not infringe any copyright or other proprietary right of a third party, and that NIC OK will comply with all applicable laws and regulations in performance of its obligations hereunder.

2.5 Client Warranties. Client warrants:

(i) that it will use the Services in accordance with all applicable laws and regulations; and

(ii) Client shall comply with and follow any of the requirements of PCI-DSS that are applicable to Client and in effect, as may be amended from time to time, during the term of this Agreement.

2.6 IP Indemnification. Notwithstanding any other provision to the contrary in this Agreement, NIC OK, at its expense, will defend or, at its option, to settle, any claim brought or threatened against Client which alleges that the Software and/or Services provided under this Agreement infringe the copyright, trademark, trade secret, or other proprietary right of any third party, and NIC OK will indemnify Client for any damages finally awarded against Client (including court costs and attorneys' reasonable fees) in any non-appealable decision reduced to final judgment in connection with such claim. Client agrees that NIC OK shall be released of its obligations in this paragraph unless Client has taken all reasonable steps to mitigate any potential expenses and provides NIC OK with: (a) prompt written notice of any such claim or action, or possibility thereof; (b) sole control and authority over the defense or settlement of such claim or action except that in the case of the Client, such sole control is subject to the authorization of the District Attorney and will be provided to the extent of such authorization. The Client agrees that the authorization required in the preceding sentence will not be unreasonably withheld, delayed, or conditioned. In the event that the District Attorney does not authorize sole control to NIC OK over any claims that may arise under this subsection, then the parties agree that NIC OK will be granted authorization to equally participate in any proceeding subject to this subsection; and (c) proper and full information and assistance to settle and/or defend any such claim or action. Client shall have the right to employ separate counsel and participate in the defense at Client's own expense; provided that NIC OK shall remain in control of the defense except as provided herein. In addition, NIC OK may, at its sole option and expense, either: (a) procure for Client the right to use the infringing Software and/or Services; (b) replace the infringing Software and/or Services with non-infringing, functionally equivalent software and/or services; (c) modify the infringing Software and/or Services so that they are not infringing; or if (a), (b), and (c) are not commercially feasible, then (d) cease to provide the infringing Software and/or Services, pay as liquidated damages an amount equal to any Fees covering any period of time during which such infringing Software and/or Services were to be provided and terminate this Agreement as it relates to such infringing Services. Upon exercise of option (d) in the previous sentence, NIC OK shall have no further obligations or liability to Client with respect to the infringing Software and/or Services. Except as specified above, NIC OK will not be liable for any costs or expenses incurred without its prior written authorization. The foregoing obligations do not apply with respect to Services or Software or portions or components thereof (i) not supplied by NIC OK, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified by any party other than NIC OK, an affiliate of NIC OK or at the direction of NIC OK, in each case after delivery by NIC OK, (iv) combined with other products, processes or materials not owned by NIC OK where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of such Services or Software is not strictly in accordance with this Agreement. The limitations on liability contained in this Agreement, if any, shall NOT apply to this Section 2.5 of the Agreement.

3. SCOPE, AVAILABILITY AND MODIFICATIONS

3.1 Scope of Subscribed Services. The Services accessible through the subscription are intended to enable transactions between Client and End Users. NIC OK is not a party to, third party beneficiary of, or a guarantor of performance with respect to, any subsequent agreement between Client and any End User and/or third party. Specifically, (i) NIC OK does not control the quality, safety, legality or availability of Products accessed through the Services, the terms and conditions on which those Products are offered or purchased, or the End User's and/ or third party's compliance with an agreement that it may execute with Client; (ii) NIC OK undertakes no duties to distribute or ship the Products; and (iii) under no circumstances shall NIC OK take title to, or in any manner obtain an interest in, or otherwise be deemed to be within the chain of title of, any Products. Client acknowledges that NIC OK takes no responsibility for the terms and conditions governing the purchase, sale and delivery of Products.

3.2 Availability of Services. Notwithstanding anything to the contrary stated herein, and consistent with Article 2 of this Agreement, Client acknowledges and agrees that the availability of the Services is subject to the availability of connection services

MASTER SUBSCRIPTION AGREEMENT

to and within the Internet and to other network functions within and around the Internet and that the Internet, by its nature, is not fault-tolerant, and events of Force Majeure could occur; NIC OK shall not have any liability for any breach of any representation, warranty or covenant of this Agreement that arises out of or relates to the unavailability of such connection services and other network functions that is not within its reasonable control.

3.3 Modification of Services. Client understands and agrees that NIC OK may modify the Services, their names, or the manner in which the Services are made available upon one hundred eighty (180) days written notice to Client, and that those modifications may create differences in how Client accesses the Services. Client further understands and agrees that, upon one hundred eighty (180) day written notice to Client, NIC OK reserves the right to replace any of the Services with services offering the same or more functionality than its predecessor or to make changes to comply with applicable law or industry-accepted regulations or security standards.

3.4 Submerchant Agreement. When NIC is providing the Software Service and related services as a Payment Facilitator, Client will enter into a submerchant agreement with sponsor bank, payment processor and NIC, as required by credit card rules.

4. PAYMENT

4.1 Payment Terms; Suspension of Subscription. During the term of this Agreement, Client agrees to compensate NIC OK for Services as set forth in **Schedule A** attached hereto. Unless otherwise noted in **Schedule A**, NIC OK shall send invoices to Client and all amounts due NIC OK shall be paid within 45 days of the invoice date. If Client's account is more than 45 days' or more overdue, then in addition to any other remedy NIC OK has available to it in law or in equity, NIC OK reserves the right to suspend the subscription and Client's access to the Services, without liability to Client, until such amounts are paid in full. The foregoing shall not apply to amounts, if any, that are the subject of a good faith dispute between Client and NIC OK.

4.2 Settlement. Partner authorizes CheckFreePay to process and delivery by ACH transfer, payments to Partner's U.S. federally insured bank account provided in writing by Partner to NIC and/or CheckFreePay. The amounts of such transfer will be those amounts due to Partner, but will not include the NIC Fee. ("Client Bank Account").

4.3 Billing Procedures. NIC OK will not bill Client for its fees or the merchant processing fees. NIC OK will charge these fees separately to the End Users.

4.4 Chargeback Procedures. NIC OK is not responsible for refunds or research related to chargebacks and/or returns of the money paid by End Users to the Client. Client will notify NIC OK of any chargebacks it receives. Client will also provide NIC OK with online chargeback details to include chargeback amount, date, reason code and a redacted credit card number, as applicable. For chargebacks or refunds of Ols fees charged to End Users, Client shall provide the information requested by NIC OK in order for NIC OK to research and take action on such chargeback or refund.

5. INVOICING AND PAYMENT.

Pursuant to 74 O.S. §85.44(B), any invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received

6. PROPRIETARY RIGHTS

6.1 Title to Technology. All Intellectual Property Rights pertaining to NIC OK, the Software and the Services, in whole or in part, shall, vest with, and remain the exclusive property of NIC OK and its third party licensors. If all or part of any Software or Services provided by NIC OK becomes the subject of an actual or threatened lawsuit or if NIC OK believes such Software or Services may violate a third party's Intellectual Property Rights or applicable law, NIC OK will immediately be entitled to remove such content without incurring any liability to Client except as stated in Article 2.5, IP Indemnification, of this Agreement.

6.2 Title to Transaction Information. As between the Parties, all Intellectual Property Rights in Transaction Information supplied by Client and/or its End Users in connection with the Services are and shall remain the exclusive property of Client and/or its End Users, as applicable. NIC OK makes no claims, warranties or representations with regard to the ownership of Transaction Information. NIC OK shall be entitled to keep a copy of such Transaction Information for archival and record keeping purposes only.

6.3 Suggestions. NIC OK shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client or its End Users relating to the Services which shall, upon incorporation by NIC OK, become the non-exclusive property of NIC OK.

7. CONFIDENTIALITY

7.1 Confidential Information. By virtue of this Agreement, the parties hereto may have access to information provided by or on behalf of the other party that is confidential ("Confidential Information"). Confidential Information shall include, but not be limited to, source code, software, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, application programming interfaces, files specifications, product user guides, and all information clearly identified in writing at the

MASTER SUBSCRIPTION AGREEMENT

time of disclosure as confidential. The obligations imposed by this Article 6 shall survive the expiration or earlier termination of this Agreement.

7.2 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

7.3 Use and Nondisclosure. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except NIC OK's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure, the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law. The Client is a governmental entity of the State of Oklahoma, by virtue of which it is subject to the Oklahoma Open Records Act ("ORA"), codified at 51 O.S. § 24.A.1, et seq. The parties agree that any provision of this Agreement that conflicts with the ORA is ineffective. Client shall protect the proprietary information provided by NIC OK to the full extent permitted by the ORA.

7.4 Disclosure Required by Law. Notwithstanding anything to the contrary set forth herein, if the receiving Party becomes legally obligated to disclose Confidential Information pursuant to law (including receiving any request, written or verbal) or as a result of court order, subpoena or legal action ("Process"), the receiving Party will give the disclosing Party written notice as promptly as possible with the intention that it be sufficient to allow disclosing Party to seek a protective order or other appropriate remedy. In the event that such disclosure is required, the receiving Party will disclose only such information as is legally required and only to the extent necessary to comply with the Process. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state

7.5 Remedies. The Parties agree that, notwithstanding any other section of this Agreement, in addition to other remedies available to the Parties and to the extent permitted by applicable law, the non-breaching Party shall be entitled to seek injunctive relief to protect its interests.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the effective date and continue for a period of one (1) fiscal year ("Initial Term") from the Launch Date. "Launch Date" shall be determined by accompanying Letter of Acceptance ("LOA") document signed between NIC OK and Client at completion of project, signifying project acceptance and completion terms by both parties. During the Initial Term and any subsequent renewals, this Agreement may be terminated by either party for any reason, including without cause, by providing the other party sixty (60) days written notice of such termination. After the Initial Term, the Agreement the parties shall have the option to renew this agreement for 4 (one) (1)-year terms, upon written agreement of the parties.

8.2 Termination for Cause. Either party may terminate this Agreement by written notice if any of the events described. In the event either party terminates this Agreement for any reason, including without cause, NIC OK will refund the pro-rated portion of any pre-paid Fees covering the period of time during which Services were to be provided by NIC OK.

(i) The other Party is in breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the breaching Party written notice of such breach; or

(ii) The other Party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which is not rescinded within sixty (60) days.

8.3 Termination by NIC OK. In addition to the termination rights contains in Sections 8.1 and 8.2, NIC OK may terminate this Agreement for any reason upon 60 days' prior written notice to Client. NIC OK may also terminate this agreement upon 30 days' written notice to Client if that certain Portal Service Contract between the State of Oklahoma and NIC OK or a successor contract for substantially the same services, is terminated, non-renewed, revoked or expires. NIC OK may terminate this Agreement upon written notice if NIC OK's (or its affiliate's) contract with CheckFreePay expires or is terminated.

8.4 Return of Materials. Upon termination of this Agreement consistent with the terms herein, NIC OK may immediately discontinue Client's access and use of the Services. Client shall promptly discontinue use of any Services, and return any Software and Confidential Information that Client has received from NIC OK.

MASTER SUBSCRIPTION AGREEMENT

8.5 Effect of Termination. Notwithstanding any termination of this Agreement, Section 2.5 ("IP Indemnification") and Section 6 ("Confidentiality") shall survive for a period of five (5) years, Section 10.3 ("Employee Solicitation") shall survive for a period of one (1) year, while Sections 5 ("Proprietary Rights"), 8 ("Disclaimer; Limitation of Liability"), 9 ("Indemnification") and 10.5 ("Governing Law and Enforcement of Agreement") shall survive termination of this Agreement. All other rights granted hereunder will cease upon termination.

9. NON-APPROPRIATION/NON-ALLOCATION. The terms of this Contract are contingent upon sufficient appropriations/allocations being made by the Legislature or other appropriate governmental entity. Accordingly, the Client may terminate this Agreement without penalty should funding for this Contract be reduced to a level that the Client reasonably deems insufficient to support this Contract.

10. DISCLAIMER; LIMITATION OF LIABILITY.

10.1 Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH HEREIN OR IN ANY EXHIBIT, SCHEDULE OR ATTACHMENT, THE SERVICES ARE PROVIDED "AS IS" AND NIC OK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES CONNECTED WITH, RELATED TO OR ARISING OUT OF THIS AGREEMENT. NIC OK EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ACCESS OR USE OF THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, OR THAT INFORMATION OR CONTENT WILL BE ACCURATE OR TIMELY.

10.2 Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL NIC OK BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NIC OK WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NIC OK'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED TWICE AMOUNT THE REVENUE THAT NIC OK HAS RECEIVED PURSUANT TO THIS AGREEMENT FOR SERVICES RENDERED TO THE CLIENT IN THE TWELVE MONTHS PRIOR TO THE EVENT THAT SUCH LIABILITY ARISES OUT OF.

11. INDEMNIFICATION

11.1 By NIC OK. NIC OK shall indemnify and hold harmless Client and its Affiliates, and their directors, shareholders, members, agents and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to NIC OK's negligence or willful/intentional misconduct or breach of any of its obligations set forth in this Agreement.

12. GENERAL

12.1 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; or (iii) sent by nationally recognized overnight or two (2) days air courier service.

Notice to Client shall be sent to:

Tulsa County Treasurer's Office
218 W 6th St, 8th Floor, Tulsa, Oklahoma 74119-1004
918-596-5071 (Office)
918-596-4934 (Fax)
Attention: John Fothergill (Treasurer)

Notice to NIC OK shall be sent to:

Oklahoma Interactive, LLC ("LEGAL NOTICE")
6501 Broadway Extension, Suite 250
Oklahoma City, OK 73116

MASTER SUBSCRIPTION AGREEMENT

Attention: Connie Pearson

With a copy to:

NICUSA, Inc. ("LEGAL NOTICE")

25501 West Valley Parkway, Suite 300

Olathe, KS 66061

Attention: General Counsel

Either Party may change its address for notice by notice to the other Party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to a nationally recognized overnight or two (2) days air courier service.

12.2 Representations. Each Party represents and warrants that: (i) It is duly organized, validly existing and in good standing under the laws of its state of domicile; (ii) It has the power and authority to execute, deliver and perform under this Agreement; and (iii) This Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

12.3 Employee Solicitation. Client acknowledges that NIC OK's business is dependent upon being able to adequately staff projects with qualified persons and adequately utilize its employees and independent contractors. Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of NIC OK's employees or independent contractors to leave the employ or service of NIC OK or hire an NIC OK employee, during the period such employee or independent contractor is working for NIC OK and for one (1) year immediately following the period for which such employee or independent contractor last performed services for NIC OK.

12.4 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law.

12.5 Governing Law and Enforcement of Agreement. This Agreement shall be governed in accordance with the laws of the State of Oklahoma, without reference to conflict of laws principles. The Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Oklahoma or the courts of the United States located in Tulsa County, Oklahoma. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Neither party may bring an action to enforce this agreement until the parties have tried to negotiate a resolution through each party's management, and until after it has submitted the dispute for mediation by the parties if negotiation failed to resolve the dispute. The parties must attempt to resolve any disputes by mediation prior to bringing suit. If mediation fails after a good faith attempt to resolve the dispute by mediation, then a party may bring suit to resolve such dispute.

12.6 Independent Contractors. The relationship of NIC OK and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to give either Party the power to direct or control the day-to-day activities of the other or constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

12.7 Publicity. The Parties agree that any press release, public announcement, confirmation or other information regarding this Agreement or the transactions contemplated hereby shall be made only after each Party has approved in writing the time, form and content of any such information to be disseminated to third parties or the public. Upon written consent of Client NIC OK may desire to use Client's name in client listings, on its web site, in a client profile, and in future press releases, product brochures and financial reports indicating that Client is a customer of NIC OK. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

12.8 Miscellaneous. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by Force Majeure. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. Section and Schedule headings are for ease of reference only and do not form part of this Agreement. This is an integrated Agreement and all exhibits, schedules and attachments hereto and incorporated herein constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized

MASTER SUBSCRIPTION AGREEMENT

representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. No employee, agent, representative, or affiliate of NIC OK has authority to bind NIC OK to any oral representations or warranty concerning the Software or the Services. Any written representation or warranty not expressly contained in this Agreement (including any Schedules) will not be enforceable.

12.9 No Third-Party Beneficiaries. No parties, entities, or persons other than the Parties hereto may rely on or derive any rights pursuant to or under this Agreement.

12.10 PCI DSS Compliance. To the extent applicable, each of the parties shall be required to comply at all times with the applicable Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by NIC OK and which requirements are the responsibility of Client. All information that is transmitted by Client via NIC OK's network or system shall be handled in accordance with commercially reasonable security standards. If NIC OK becomes aware that it is not PCI-DSS level 1 compliant, NIC OK shall promptly notify Client in writing within a reasonable amount of time after confirmation of the same.

12.11 Insurance. NIC OK shall purchase and maintain, at its sole expense and as long as it is providing Services to Client under this Agreement, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual liability, and products/completed operations. Coverage includes a blanket endorsement or other policy wording to include Client as an additional insured for work performed by NIC OK in accordance with this Agreement.

Limits:

* \$1,000,000 per occurrence/\$2,000,000 general aggregate

Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to Client of approval as a self-insurer by the State of Oklahoma.

Limits:

* Workers' Compensation – statutory

* Employer's Liability - \$500,000 Bodily Injury by Accident, Each Accident/aggregate; \$500,000 Bodily Injury By Disease, Each Employee/aggregate;

Professional Liability – Limits:

* \$1,000,000 per claim/annual aggregate

Excess/Umbrella Liability - \$2,000,000 limit.

[Remainder of page blank]

Type text here

MASTER SUBSCRIPTION AGREEMENT

SCHEDULE A

SERVICES AND FEE SCHEDULE **(Fee to be passed by the Client to End User)**

SERVICES

Under this Agreement, NIC OK will provide Client with a subscription to the following hosted Software and Services.

Hosted Software

Application Engine – The Application Engine is a proprietary application development platform provided by NIC OK or its affiliates. Applications and services developed under this Agreement may be developed using the Application Engine.

Checkout (CCP) – CCP is the NIC OK proprietary web-based application that will act as the interface for the End-User to input certain data, including name, address, and voucher information, necessary to process a payment.

Transaction Processing Engine (TPE) - TPE is the NIC OK proprietary payment engine that will act as the middleware between CCP and the voucher authorization network to obtain authorization and settlement of funds.

Web-based Reporting/Administration Tools – NIC OK will assign Client secure access to real-time online reporting tools for the purposes of marking refunds, order research, daily and monthly reporting, and accounts reconciliation.

Services

Retail Walk-In Services – NIC OK will provide Client with the collection of cash payments through NIC's Payment Processing Electronic Service, as described in this section. NIC may utilize service providers CheckFreePay Corporation and Fiserv Solutions, LLC (each affiliates of First Data Merchant Services LLC) or their agent network (each, an "Agent"), to collect cash payments at various retail walk-in locations for the Partner transactions identified on Exhibit A (the "Retail Walk-In Services"). After end users, entities or subscribers (as applicable, "Payors") obtain a voucher through the Electronic Service, Payors will present their voucher at such Agent locations to facilitate payment. Additional details applicable to the Retail Walk-In Services include:

- a. NIC and Partner will work in good faith to establish a mutual marketing plan for the Retail Walk-In Services. Such marketing plan will include the right to (a) reasonably display the names and logos of Partner and NIC in connection with presentation of Retail Walk-In Services to Payors and for other reasonable business purposes after consultation with and approval by the parties, and (b) add messaging about the availability of the Retail Walk-In Services on Partner websites where billing and payment options are provided.
- b. NIC or its service provider may charge no more than \$3.00 or another amount set forth on Exhibit A (such amount, the "NIC Fee") for each voucher paid through the Retail Walk-In Services. NIC Fees may be passed along to the End User / Payor or paid by Partner, as elected in Exhibit A. NIC Fees are intended to offset any banking expense and the expense associated with hosting, application development, administrative support and the cost of use of the Retail Walk-In Services.
- c. Partner authorizes CheckFreePay to process and delivery by ACH transfer, payments to Partner's U.S. federally insured bank account provided in writing by Partner to NIC and/or CheckFreePay. The amounts of such transfer will be those amounts due to Partner, but will not include the NIC Fee. CheckFreePay will remit to Partner such cash payments within two Business Days after the processing date.
- d. CheckFreePay will debit any returns or canceled payments from an NIC bank account. In the event any such debit occurs, NIC will invoice Partner for those amounts. Partner shall pay any such invoices within 30 days of receipt.
- e. Agents will not permit refunds at the retail location. If the Partner chooses to refund a cash payment, it must be issued through the Partner's normal process for cash payments.
- f. Payment data will be available in the Electronic Service daily to Partner.
- g. Partner may terminate any Retail Walk-In Services by giving NIC 60 days' prior written notice.
- h. Partner does not permit any type of exclusivity associated with Retail Walk-In Services for Partner.

Client Technical Support – NIC OK will provide a telephone number as well as an email address to the Client for reporting any technical difficulties.

MASTER SUBSCRIPTION AGREEMENT

FEES (Exhibit A)

Transactions Permitted Through Retail Walk-In Services

<u>Transactions</u>	<u>Responsible Party for Payment of NIC Fee</u>	<u>Fee / Other Applicable Terms</u>
Ad Valorem Tax Payments	End User / Payor	\$3

ASSUMPTIONS

Client will provide customer service to End-User.

Client will work diligently with NIC OK to help test and implement the Service in a timely manner.

Initials: Client DA Date 7/12/21
NIC OK CP Date 6/24/2021

MASTER SUBSCRIPTION AGREEMENT

SCHEDULE B

Third Party End User Agreement

1. Third-Party Beneficiary. Oklahoma Interactive, LLC ("NIC OK") shall be a direct and intended third-party beneficiary to this Agreement.
2. No Warranty. THE SOFTWARE AND SERVICES TO BE ACCESSED HEREUNDER IS PROVIDED 'AS IS' WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SOFTWARE AND SERVICES RESIDES WITH END USER. ALL OTHER CONDITIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
3. Limitation of Liability. IN NO EVENT WILL CLIENT, OKLAHOMA INTERACTIVE, LLC OR THEIR RESPECTIVE AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER.

Initials: Client _____ Date _____
NIC OK CP Date 6/24/2021