

3258

STATE OF OKLAHOMA
TULSA COUNTY
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2018 SEP 12 AM 11:40

MICHAEL WILLIS
TULSA COUNTY CLERK

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

APPROVED

DATE: September 12, 2018

SEP 17 2018

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- InfoGroup

Submitted for your approval and execution is the attached License Agreement between the Board of County Commissioners on behalf of Tulsa County Assessor's Office and InfoGroup for online businesses records.

Respectfully submitted for your approval and execution.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the September 17, 2018 agenda.

245989



1020 E. 1st Street, Papillion, NE 68046

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AR 101 Order Confirmation - GOVERNMENT

Bill To Customer :

Name: Tammy Ritter
Company: BOCC on behalf of the Tulsa County Assessor
Address: 500 S Denver Ste. 215
City: Tulsa
State: OK ZIP: 74103
Phone: 918-596-5155 Fax: _____

Date: September 10, 2018
Rep Name: Kam Draper
Division: Government
Order Number: N/A
Purchase order #: N/A
Email Address: _____

MICHAEL WILLIS
TULSA COUNTY CLERK

Products/Services Description:

- | | | |
|--|-----------------------------------|---|
| <input checked="" type="checkbox"/> Business | <input type="checkbox"/> Consumer | <input type="checkbox"/> Canada |
| <input type="checkbox"/> Email | <input type="checkbox"/> DP | <input type="checkbox"/> SalesGenie |
| <input type="checkbox"/> Specialty | <input type="checkbox"/> Other | <input type="checkbox"/> Updates: _____ |

Selection Criteria (Yellow Page Titles, Consumer type, Emp. Size, Sales Vol, Age, Income, etc.):

New businesses from July 2016 to present; Omit LLC's

Geography (State, ZIP, MSA, etc.):

Tulsa County, OK

Fields for Output (Full or Base Record, Phone, Contact name, Emp. Size, Sales Vol, Age Income, etc):

- | | | | |
|---|--|---|-------------------------|
| <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Telemarketing | <input checked="" type="checkbox"/> Full Record | <u>Other/Additional</u> |
| <input checked="" type="checkbox"/> Geo Codes | | | |

Usage: One Time Only Unlimited (1 year)

Product Output: Electronic File List
 Labels Other:

***** EFT/BBS/FTP Orders MUST be picked up (via the Internet) within 7 days or a Rerun charge will apply! *****

Shipping:

- | | | | |
|----------------------------------|-------------------------------------|---|---------------------------------|
| <input type="checkbox"/> UPS Red | <input type="checkbox"/> UPS Ground | <input checked="" type="checkbox"/> Email/FTP | <input type="checkbox"/> Other: |
|----------------------------------|-------------------------------------|---|---------------------------------|

Product/Services Pricing:

Quantity: Approximately 1,757 business records

Total Amount: \$453.00

*Pricing does not include applicable sales tax & shipping unless otherwise noted.

Payment Terms: Credit Card Net 30 Other (subject to prior credit approval: _____)

GENERAL TERMS AND CONDITIONS TO THE AR101 ORDER CONFIRMATION

These general terms and conditions are part of the AR101 Order Confirmation to which they are attached hereto (the "Agreement"). Infogroup Inc. ("Company") will provide the Products/Services which are described above. Customer will have 14 days, commencing upon the date of receipt of the Products/Services, to inspect same and notify the Company of any mistakes ("Inspection Period"). If Company is notified of a mistake within the Inspection Period, then Company shall take commercially reasonable efforts to correct the mistake at no additional charge. If Customer does not notify Company of a mistake within the Inspection Period, the Products/Services shall have been fully accepted "AS IS". International data (other than Company's United States business and consumer databases) may be obtained from other proprietary sources and, along with lists obtained from third parties ("Specialty Lists"), are provided strictly "AS IS" and without Inspection Period. In all cases, Company's entire liability, regardless of legal or equitable theory, shall be limited to the amount paid to Company under this Agreement. Customer acknowledges that it is Customer's sole responsibility to determine the applicability of, and agrees to only use the Products/Services in compliance with, all applicable federal, state, local and foreign laws, rules and regulations (collectively, "Laws"). Customer should consult with its own legal counsel before initiating any online or offline marketing campaign. Customer acknowledges that Company utilizes multiple sources and collection methods in its data compilation processes. While Company complies with Laws in its own data compilation processes, Company makes no representation or warranty that the Products/Services are collected in a manner that satisfies any applicable legal requirements for use in any specific manner or are fit for a particular purpose. Customer further acknowledges that unless and to the extent expressly provided herein, the Products/Services have not undergone any specific data processing services, including but not limited to, Do-Not-Call or wireless number suppression and Customer is solely responsible for obtaining any necessary processing or shall utilize the Products/Services only in a manner permitted by Law. Customer shall not resell, license, transfer or in any way permit the use of the Products/Services by another party.

245989

Upon acceptance of this Agreement and full and proper payment of all amounts due to Company, Company grants Customer a personal, nontransferable and nonexclusive license to possess and use the Products/Services solely for Customer's own direct marketing and customer prospecting purposes in strict accordance with the terms of this Agreement during the usage period identified above. If no usage period is selected, the license's term shall be for a period of one (1) year. Company shall retain all right, title and interest in and to the Products/Services and all intellectual property contained therein. Company reserves the right, but is not obligated, to monitor Customer's compliance with the terms of this Agreement which may, without limitation, include using a combination of control methods including implantation of decoy information. Upon expiration or termination of this Agreement, or any license granted herein, Customer shall immediately discontinue use of the Products/Services and to permanently delete or return all copies of licensed Products/Services, except as expressly provided herein. Customer shall certify in writing as to its compliance with its obligations within ten (10) days of Company's request.

The Products/Services may include the provision of email addresses (individually, an "Email Address" and, collectively, the "Email Addresses") to Customer. The Email Addresses are provided and/or made available to Customers solely for the Customer's own business purposes and Customer agrees that it shall not, in its use of the Email Addresses: (i) send or deliver, directly or indirectly, more than: (A) one (1) electronic mail message (as defined in the CAN-SPAM Act), in the aggregate, to any single Email Address in any seven (7) calendar day period; and (B) three (3) electronic mail messages, in the aggregate, to any single Email Address in any calendar month; (ii) use, or permit any Email Address to be used, in the transmission of any electronic mail message in which the "Sender" (as defined in the CAN-SPAM Act) is any person or entity other than the Customer exclusively; (iii) use Email Addresses for generating "junk mail", "chain letters" or unsolicited bulk email or "spamming"; (iv) send any electronic mail message for marketing purposes to an Email Address that is currently in the Customer's own in-house email address suppression list; (v) resell, sublicense, or redistribute the Email Addresses in any manner; provided, however, disclosure of the Email Addresses by Customer to its email service provider(s) solely to enable usage in accordance with this Agreement is permitted and any violation of this Agreement by such service provider(s) will be deemed a violation by Customer; or (vi) use the Email Addresses in a manner that otherwise violates any applicable Laws. In addition to any other rights or remedies available to Company, Customer's right to use the Email Addresses may be immediately revoked by Company at any time if Customer breaches these terms and conditions regarding the use of Email Addresses.

This Agreement shall be governed by the laws of the State of Oklahoma and in the event of a dispute which is in any way related to the provision or use of the Products/Services, Customer and Company agree that such dispute shall be resolved exclusively in either the state or federal courts located in Tulsa, Oklahoma. Company's rights and remedies are cumulative and the election of any available right or remedy will not be deemed a waiver of or preclude the simultaneous or future exercise of any right or remedy provided herein, at law or in equity. No waiver or amendment of this Agreement or its terms will be valid unless in writing signed by both parties. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

I have read and confirm the Products/Services Description and the General Terms and Conditions of this AR101 Order Confirmation.

Customer Name (Please Print): From Peter

Direct Phone: _____

Customer Signature: [Signature]

Title: Chairman

Attest: Card Holder Signature (if applicable): [Signature]

County Clerk
OKLAHOMA
InfoGroup

Company Name (Please Print): _____

Title: svp

Company Signature: [Signature]
John Copenhaver (Sep 10, 2018)

Nolan M. Felder 9-12-18
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY