

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1.	Cooperative/Piggyback Name:	The County of Tulsa, Oklahoma on behalf of the Tulsa County Sheriff's Office
2.	Contractor:	Miller Mendel, Inc
3.	Cooperative Agency Agreement Name and Agreement Number:	Master Software Subscription Services Agreement CMF# 20252140
4.	Cooperative Agency Initial Agreement Term: Start Date: February 27, 2026 End Date: February 26, 2029	
5.	Cooperative Agency's Agreement-Options to extend:	The Agreement including any extensions shall not go beyond 3 years as a total term
6.	Cooperative Agency Amended Term:	N/A
7.	Cooperative Agency Remaining Options to Renew:	N/A
8.	City of Stockton Cooperative Purchase Agreement Term:	N/A
9.	City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$171,574 for the term of the Agreement.

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AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Master Software Subscription Services Agreement CMF# 20252 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through February 27, 2029 unless terminated earlier by the City.

Please see Exhibit A for additional clauses 3.1.1, Multiyear Subscription. 3.1.3 "Entries" 3.1.4 "Unlimited" Services" 4.2.1 Multi-year Quotes and 11. NOTICES to be added to Coop agreement by vendor.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Background Investigations Software available in the above-named COOP and associated documents incorporated herein as

Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$171,574

for the purchase of Background Investigations Software

Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

- 4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
- 5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.
- 6. **Special Funding.** If Special Funding is applicable, Exhibit D Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON	CONTRACTOR NAME.	
	Ву:	
Johnny Ford, City Manager	By: Signature	
Date:		
	Print name	
ATTEST:	Title:	
Katherine Roland, CMC, CPMC, City Clerk	[If Contractor is a corporation, signatures must comply with Corporations Code §313]	
APPROVED AS TO FORM:		
	By: Signature	
Lori M. Asuncion, City Attorney	Oignature	
Print name		
	Title:	

MEMO

APPROVED 11/3/2025



Mating M E

DATE: October 29, 2025

FROM: Matney M. Ellis

Procurement Director

TO: Board of County Commissioners

SUBJECT: Agreement – Miller Mendel, Inc.

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma, on behalf of the Tulsa County Sheriff's Office, and Miller Mendel, Inc., for a web-based Software as a Service ("SaaS") subscription to assist in the management of pre-employment background investigations through a background investigation management system. If approved, the term of this Agreement shall begin upon approval and continue for 12 months, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The November 3, 2025 BOCC meeting agenda.

MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

This Master Software Subscription Services Agreement (the "Agreement" or "MSSSA") is made and entered into as of the date fully executed by the Parties ("Effective Date") between Miller Mendel, Inc., a Washington corporation with an address at 1425 Broadway, #430, Seattle, WA 98122 ("MMI"), and Tulsa County, by and through the Tulsa County Sheriffs Office, with an address at 303 W First St., Tulsa, OK 74103 ("Client"). MMI and Client may each be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. MMI is a technology company with a principal market in offering web-based software as a service ("SaaS") solutions to governmental and private entities on a subscription basis to assist Client in management of pre-employment background investigations through its background investigation management System ("eSOPH", also "electronic Statement of Personal History" or "eSOPH"). The eSOPH services are pre-existing SaaS services providing a base level of services at a flat rate, with optional additional services selectable by Client for additional fees.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

AGREEMENT

- 1. **DEFINITIONS.** Except for the terms defined below, all initially capitalized terms used in this Agreement will have the meanings described within the text of this Agreement. As used herein, the following terms have the following defined meanings:
- 1.1 "Applicant" means a registered end-user that accesses the eSOPH System at the request of a Client to input or upload data or documents for the purpose of Client's management of one or more pre-employment background investigations.
 - **1.2** "Applicant Data" means any data transmitted by Applicant to the eSOPH System.
- **1.3** "Authorized User" means any user, excluding Applicant(s), who accesses the eSOPH System on behalf of Client, including independent contract companies or individuals conducting work on behalf of Client, and regulatory agency personnel such as academy and "POST" personnel of a state or other government entity.
 - 1.4 "Availability" shall have the meaning described in Section 2.12 (Availability Standards).
- **1.5** "Client" means the entity stated in the first paragraph at the top of this page, licensed to use the eSOPH System in accordance with the terms and conditions of this Agreement.
- 1.6 "Client Data" means all data and other information uploaded or transmitted to or keyed into the Services by Client, or by an Applicant in submitting an Application to Client, but excluding eSOPH Basic Applicant Data.
- **1.7** "*Defect*" means a failure of the Software to substantially conform to the functional specifications set forth in the Documentation.
- **1.8** "Documentation" means any training materials, product descriptions, technical descriptions, flow charts, or other written or other tangible documentation provided or made available to Client by MMI that describes or depicts the functionality of the eSOPH System.
 - 1.9 "Entry" has the meaning ascribed to it in Section 2.3.2 (eSOPH Entries).
- **1.10** "eSOPH" means MMI's web-based "electronic Statement of Personal History" SaaS software system designed to assist with pre-employment background investigations. The eSOPH system allows Client to manage pre-employment background investigations of persons who apply for employment and volunteer positions with Client.

- **1.11** "eSOPH Basic Applicant Data" shall have the meaning described in Section 5.4 (MMI's Sharing of eSOPH Basic Applicant Data).
- 1.12 "Intellectual Property Rights" means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; and (ii) any registration, application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.
- **1.13** "*Primary Administrative User*" means the Authorized User of Client's choosing who is authorized to grant initial login and password credentials to another Authorized User to access and use the eSOPH System.
- **1.14** "Quote" means the written quotation for the Services described in Section 3.1 (Subscription Fees, Setup and Training).
- 1.15 "Security Incident" means an unauthorized third-party gaining access to Client Data in MMI's storage, possession, or care if it was accessed in unencrypted readable form and either (a) it creates a substantial risk of harm to Client or any individual(s) or (b) applicable law requires notification to individuals' whose personal information was accessed.
- **1.16** "Services" means, collectively, the provision of the eSOPH system in accordance with the Section 2.9 (Support Services), related professional services, Optional Services described in Sections 13 and 14, and any other services to be provided by MMI to Client pursuant to this Agreement.
- 1.17 "Service Credit" means a credit or refund issued pursuant to Section 2.12.2 (Uptime Guarantee; Remedies for Excessive Downtime) for failure to meet the Availability standards set forth in Section 2.12 (Availability Standards).
- **1.18** "Setup Date" means the day of activation and setup of Client's access to the Services, which will occur on the first day of training unless otherwise specified and agreed to in writing by the Parties.
- **1.19** "Software" means the eSOPH system, related proprietary software owned by MMI, and any third-party software required to operate the eSOPH system, whether in human-readable source code or in compiled machine-readable object code, together with all enhancements, modifications, corrections and amendments thereto.
 - **1.20** "Subscription Period" shall have the meaning set forth in Sections 4.1 (Term) and 4.2 (Renewals).
- **1.21** "Support Request" means a written request for resolution of a Defect submitted by Client to MMI pursuant to Section 2.10 (Support Request Requirements).
- **1.22** "Support Services" means the support and maintenance services described in Section 2.9 (Support Services).

2. eSOPH SUBSCRIPTION SERVICES

- 2.1 License to Use. MMI, by this MSSSA subscription, grants to Client a license to access and use the Services during the Term in accordance with the terms and conditions of this MSSSA. MMI will provide the Services to Client in accordance with the Quote for the then-current Subscription Period and terms of this MSSSA.
- 2.2 Authorized User Designation. Client shall designate all current Administrative Users of the Services in accordance with Section 2.6 (Administrative Users). A current Administrative User may grant System access to additional Authorized Users. Client shall ensure its Authorized Users' compliance with the terms of this Agreement, and Client assumes and accepts all responsibility and all liability for each of Client's Authorized Users, and any user whom the Client, or Client's Authorized Users, grants eSOPH access.
 - 2.3 Set-Up and Use of eSOPH.

- **2.3.1** Upon execution of this Agreement by both Parties and MMI's receipt of a purchase order issued by Client, MMI will commence work with Client to establish Client's eSOPH account and provide setup and training for Client's access and use of eSOPH.
- 2.3.2 eSOPH Entries. For each Applicant, an Authorized User (with appropriate permission levels set in eSOPH), must create an entry method into eSOPH for the Applicant. One method is by entering the Applicant's legal name and other identifying information into eSOPH. This is considered an "Entry." An Authorized User may then grant access to eSOPH to the Applicant, who may use it to submit information to assist Client in executing its background investigation of such Applicant. The second entry method is for an Authorized User to create an access code within eSOPH. The access code, if given out to Applicants, will allow those Applicants with the access code to access the system with no further data entry by any Authorized User. The Applicant(s) then has/have access to eSOPH to submit information to assist Client in executing its background investigation of such Applicant(s). Each Applicant who accesses the system via the access code option will also be considered an "Entry". Any Authorized Users may access and use eSOPH for the purpose of adding information, and accessing and reviewing information submitted by Applicant(s), third party references and other Authorized Users. Any Authorized User, including Applicants, must be capable of entering into legally binding agreements.
- 2.3.3 If Client intends to allow Authorized Users who are minors to access and use eSOPH, Client will, at Client's sole expense and risk, provide a legally sufficient release agreement to be executed by the minor's legal guardian(s), prior to the minor's access to eSOPH. The release must include language legally sufficient to hold MMI harmless and release MMI of all liability. Client agrees it shall be solely liable for such use by minors, and will retain all executed release agreements, and will provide MMI a fully legible copy of the requested release agreement(s), if so requested by MMI, within five calendar days of MMI's request. Client is solely responsible for researching and complying with all laws regarding a minor's access to and use of eSOPH.

2.4 Restrictions on Use.

- **2.4.1** Except as expressly permitted below, Client, including its Authorized Users, is strictly forbidden from entering at any time fictitious data (e.g., names, social security numbers, addresses, phone numbers or other data) into the eSOPH system for "testing," "training," or any other purpose. MMI will provide to Client a "fake" applicant name and the other information necessary to conduct training and testing with its Authorized Users, at Client's request. MMI will remove the "fake" applicant from eSOPH, after requested by Client, at completion of Client's testing or training.
- **2.4.2** Client may use the eSOPH system only to aid pre-employment background investigations for those Applicants who have applied for employment or a volunteer position within the Client's specific government agency (e.g., state government, township, county, city, and village).
- 2.5 Acknowledgment of Ownership and Limited License Rights. Client shall have only the rights specifically granted by MMI under this Agreement. No additional rights are granted or may be inferred. As between MMI and Client, MMI is the sole and exclusive owner of the Software (including all updates), Documentation, associated trademarks and/or service marks, and all Intellectual Property Rights associated therewith. The Software and Services are licensed for limited access and use, not sold, to Client. Client shall not: (i) make any modifications to any portion of the Services to which it is not intended to have access, via the user interface; (ii) copy, modify, or create derivative works or improvements of any portion of the Services, Software or Documentation; (iii) rent, lease, lend, sell, sublicense or assign access to Services or the Documentation to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iv) attempt to reverse engineer, disassemble, reverse translate, decompile, decode or copy any portion of the Services, Software or Documentation; (v) access or use the Services for the development, provision, or use of a competing software service or product, nor assist any third-party in doing so; (vi) remove any patent, trademark, service mark, copyright or other proprietary rights notices which MMI places on the Services, Software or Documentation; or (vii) take any other actions inconsistent with the limited rights granted by this Agreement.

- 2.6 Administrative Users. Client shall designate one person as their Primary Administrative User and one person as their Backup Primary Administrative User of eSOPH. Contact information for the two admin users must be kept up to date with MMI. To ensure data and system security of Client's system and data, these two users shall be the only two users who can request and authorize the removal or disabled or lockout statuses of Authorized User accounts, or any other support that involves adding or removing system or account access. When the Primary or Backup Administrative User changes, the outgoing Primary or Backup Administrative User must send written notice via email to Support@MillerMendel.com from their official (Client's) email, instructing MMI Support to remove them from the role and add the new individual as their replacement.
- 2.7 System Updates. The Software may be updated on an as-needed basis by MMI or MMI authorized service providers. Client may need to update their Internet browsers, connections, Internet service, and some hardware from time to time to permit ongoing compatibility with the Software. While eSOPH has been tested and works with the major browsers, Google Chrome is recommended.
- 2.8 Sample Forms. The scope, content, format and other details of information and materials requested from Applicants through eSOPH as well as the forms and fields used to collect such information are within the exclusive control of Client and its Authorized Users. Any default or sample forms or fields provided or pre-loaded in eSOPH ("Sample Forms") are provided by MMI "as is" with no warranty of any kind, express or implied. If Client uses Sample Forms, Client is solely responsible for evaluating the Sample Forms' suitability for Client's purposes and compliance with applicable laws and regulations, and for making appropriate changes. Client understands MMI does not maintain or provide updates to forms or other content within the control of Client through the user interface. Client is responsible for all updates to forms to maintain compliance with their own internal policies as well as applicable laws and regulations.
- **2.9 Support Services**. MMI shall provide the following services (the "Support Services") with respect to the eSOPH system:
 - **2.9.1** MMI will use its commercially reasonable efforts to: (i) maintain the Software so that it operates without material deviation from the Documentation; (ii) host and make the Services Available in accordance with the Availability Standards defined in Section 2.13; and (iii) cure or minimize the adverse impact of any Defect as soon as is reasonably practicable after such Defect is reported in accordance with this Section 2.9 (Support Services).
 - **2.9.2** Subject to Client's maintaining suitable environments and systems that are compatible, MMI shall provide, install, and implement, as they become available, any bug fixes for the Software that are provided by MMI free of additional charge to all subscribers of the Services.
 - **2.9.3** Excluded Services. The Support Services do not include any of the following: (a) configuration of other applications required to access the Services, including, but not limited to Client's internet service, operating systems, firewalls, or networking components; (b) any version upgrades of Client's third-party software used in connection with the Services; or (d) resolution of Defects caused by any of the events described in Section 2.11 (Exclusions), below. Additional training beyond the initial training that occurs during setup *may* be subject to reasonable retraining fee(s).
 - **2.9.4** *MMI Support Hours*. MMI will provide support as outlined in this Agreement 7 days per week, 24 hours a day.
- **2.10 Support Request Requirements.** In order that MMI can provide effective and efficient support, Client should comply with the following procedures in requesting Support Services:
 - **2.10.1** If an Administrative User cannot timely resolve a problem through configuration(s) they have access to, or if the problem repeats, then a Support Request should be submitted to MMI.
 - (a) Certain actions can only be performed by Client's Administrative User(s), including: adding, disabling or removing lock-out or disabled statuses from User Accounts.

- **2.10.2** Information Required in Support Request. Each Support Request must include the following information, at a minimum ("Minimum Required Information"):
- (a) Names of Applicants, References and Authorized Users involved with clear notation of their title:
 - (b) Date and time of each occurrence;
 - (c) Computer operating system used by party experiencing the defect;
 - (d) Name of internet browser and version;
 - (e) Specific steps to allow MMI personnel to recreate the issue;
- (f) Exact wording of any error message received, URL or name of page it was received on, or a screen shot of the error;
 - (g) A description of all steps previously completed to resolve the defect; and
 - (h) If MMI has permission to contact the party directly, if needed. Include contact

information.

- **2.10.3** *Additional Information.* In addition to the Minimum Required Information listed above, Client shall provide MMI with such other information, files, and records related to the Defect that MMI reasonably requests.
- **2.11 Exclusions.** MMI shall not be responsible for resolving and expressly disclaims liability and responsibility for lack of Availability or Defects to the extent caused by any of the following:
 - **2.11.1** Client's negligence, abuse, misapplication, misconfiguration, or misuse of the Services, including use of the Services in violation of this Agreement, MMI-provided training, or any written instructions provided by MMI to Client from time to time;
 - **2.11.2** Use of the Services with any hardware, operating system version or network environment that is not supported by MMI, or other problems resulting from defects in Client's or a third party's software or hardware; or,
 - **2.11.3** Problems with Client and/or its Authorized Users' telecommunications systems, Client and/or its Authorized Users' internet service provider, or the public internet to the extent affecting internet performance on a general basis (e.g., such as a regional outage), natural disasters, denial of service attacks, acts of terrorism, labor strikes, any other force majeure event, or any other event reasonably beyond MMI's control.

2.12 Availability Standards

2.12.1 Scheduled Downtime. MMI shall strive to avoid and minimize disruptions to the availability and functioning of the Services. For purposes of this Section 2.12, "Available" means that the Services are: (a) available and accessible for use via the web-based interface provided by MMI, provided that Client has an operational internet connection and all compatible hardware and software, including web browsers, required to access and use the Services; and (b) functioning in substantial compliance with the published functionality and the Documentation. The Software may be unavailable for scheduled backup and system maintenance ("Scheduled Downtime") during off-peak hours between the hours of 10:00 p.m. and 3:00 a.m., Pacific Standard Time (the "Maintenance Window"). On a limited and discretionary basis, MMI may adjust the Maintenance Window to occur between the hours of 7:00 p.m. and 3:00 a.m. Pacific Standard Time by providing Client with at least 24 hours' notice posted on the log-in screen of the Services. MMI shall use its best commercially reasonable efforts to schedule all planned downtime during such Maintenance Window. If emergency maintenance must be performed which, in MMI's sole discretion, cannot wait until the normal Maintenance Window, MMI will promptly notify Client of such lack of Availability (in advance, if possible) and undertake reasonable commercial efforts to minimize the impact and duration of any such maintenance activity. Any such downtime for

maintenance occurring outside the Maintenance Window shall not be deemed Scheduled Downtime for purposes of calculating the Availability percentage described in Section 2.12.3, below.

- 2.12.2 Uptime Guarantee; Remedies for Excessive Downtime. MMI shall provide Availability of the eSOPH system at least 99% of the time, excluding Scheduled Downtime and lack of Availability caused by the events described in Sections 2.11 and 2.12.3. In the event Client believes the Availability of eSOPH falls below 99% in any calendar month, Client may request equivalent service credit ("Service Credit") in 0.1 hour increments. To receive Service Credits, Client must submit a written request to MMI within fifteen (15) days after the end of the calendar month in which eSOPH failed to achieve 99% Availability, or Client's right to receive Service Credits with respect to such unavailability will be waived by Client. MMI shall promptly investigate Client's claim to verify the Service Credits. If Client requests and receives Service Credit as described in this Section, then Client shall be deemed to have elected their sole and exclusive remedy for the service interruption or lack of Availability.
 - **2.12.3** Availability is measured by the following formula: x = (n y) *100 / n

Where: "x" is the Availability percentage; "n" is the total number of hours in the given calendar month minus Scheduled Downtime; and "y" is the total number of downtime hours exclusive of Scheduled Downtime and downtime caused by the events set forth in Section 2.11 (Exclusions) in the given calendar month.

3. FEES AND PAYMENT

- **3.1** Subscription Fees, Setup and Training. The Subscription Fees for the Services for the Subscription Period, including any Optional Services, are as stated in Quote Number(s) , dated , and hereby incorporated into this Agreement (the "Quote"). Future quotes for renewals and/or changes in the scope of Services shall be incorporated into this Agreement as part of the "Quote" upon Client's issuance of a purchase order that matches the Quote.
 - **3.1.1** *Initial Client Set-up and Training.* Upon receipt of this fully executed Agreement and Client's purchase order, MMI will begin the set-up process of Client for the applicable Services. Client is responsible for scheduling training for Client's initial Authorized Users (end users) with MMI, to be completed within sixty (60) calendar days from the completion of Client's Administrative User setup and training.
 - **3.1.2** Entries. The maximum number of applicant Entries included in the Subscription Period is listed in the Quote. Should Client need to increase the number of maximum applicant Entries that may be entered into eSOPH within the current Subscription Period, client may email accounting@MillerMendel.com. MMI will issue a quote to increase the number of applicants that may be entered within the Subscription period. The maximum number of applicants will be adjusted in the eSOPH system upon receipt of a valid purchase order from Client.
- 3.2 Invoices; Payment. An invoice will be issued to the Client for all services listed on the Quote and purchase order on the first day of a new Subscription Period, or prior at Client's request. Except to the extent prohibited by law, the Parties agree that the terms and conditions of this MSSSA (including the Quote) will supersede any conflicting or additional terms set forth in any of Client's purchase order documents, including future purchase orders that MMI may sign to receive payment pursuant to the terms of this MSSSA. Except as otherwise expressly provided in this MSSSA, Client will pay the undisputed amounts of any invoices within thirty (30) calendar days of the Invoice date ("Net 30"). Payments made to MMI by Client will be in USD. The Services are considered "delivered" and "received" for a given Subscription Period upon the first day of the Subscription Period.
- 3.3 Disputed charges. Client will notify MMI of any disputed charges, in writing, within fifteen (15) calendar days from the delivery of the Invoice. The written notice will include the bases of the dispute. MMI and Client will attempt in good faith to resolve any dispute. If the Parties resolve the dispute, MMI will issue a revised Invoice for the agreed amount and payment will be due within thirty (30) calendar days of the date on the revised Invoice. If the Parties fail to resolve the dispute within thirty (30) calendar days after the notice by Client, then

MMI will consider all disputed amounts as immediately due and payable, and failure of Client to make payment shall be considered a material breach of this Agreement.

3.4 Taxes and exemptions. Client shall pay or arrange exemption from any taxes, charges, or other fees imposed on its use of the Service (other than MMI income taxes or MMI Washington business & occupancy taxes), including any applicable sales, excise and/or use tax. If Client is a government agency and represents it is exempt from state or local sales, excise and/or use taxes, but it is later determined Client is not exempt from such taxes, Client shall be responsible for paying or reimbursing MMI for all outstanding sales or use tax, including any penalties and interest

4. TERM, RENEWAL AND TERMINATION

- 4.1 Term and Renewal. The Term of this MSSSA shall commence as of the Effective Date (defined above) and shall continue in effect until the expiration of the last Subscription Period without renewal, unless otherwise terminated pursuant to Section 4.2.
 - **4.1.1** Subscription Period. Each Subscription Period shall be twelve (12) months. The initial Subscription Period shall commence on the Effective Date unless another date is agreed by the Parties in writing, and subsequent Subscription Periods shall commence on the anniversaries of the initial Subscription Period commencement.
- 4.2 Renewal; Client Action Required. Client may renew their Subscription for additional Subscription Periods by requesting a quote and issuing a corresponding purchase order for the Services, so long as Client is not in material default on any obligations at the time of renewal. At the time of renewal, Client may adjust the scope of their Services for future Subscription Periods, in accordance with the Subscription Period tiers offered by MMI. MMI reserves the right to decline a renewal at its sole discretion.

4.3 Termination.

- **4.3.1** If Client does not renew their Subscription by issuance of a valid purchase order prior to the expiration of the then-current Subscription Period in accordance with Section 4.1, this Agreement shall automatically terminate as to the non-renewed Services upon expiration of the then-current paid-up Subscription Period. Upon Termination, Client's access to the system shall be terminated and Client Data shall be subject to permeant deletion in accordance with Section 4.4 (Effect of Termination).
- **4.3.2** If Client terminates this Agreement prior to expiration of the current Subscription Period, Client shall be responsible for payment for all, if any, outstanding fees for any applicable Services used, including those used but not yet invoiced. MMI will not issue refund for amounts paid.
- **4.3.3** Either Party may terminate this Agreement for cause upon thirty (30) days written Notice to the other Party in the event the other Party: (a) becomes insolvent; (b) makes an assignment for the benefit of creditors; (c) files a voluntary bankruptcy petition; (d) acquiesces to any involuntary bankruptcy petition; (e) is adjudicated bankrupt; (f) ceases to do business; (g) or other reason amounting to any violation of law connected to the use of eSOPH.
- 4.3.4 Either Party may terminate this Agreement for cause in the event that the other Party materially breaches this Agreement and the breaching Party does not cure such breach within thirty (30) days after receiving the written Notice of the breach and intent to terminate from the non-breaching Party. If either Party gives Notice to the other for substantially the same breach three (3) times during a twelve (12) month period, the non-breaching Party may terminate this Agreement immediately with cause upon delivery of the third Notice to the breaching Party. MMI may also terminate this Agreement immediately upon Notice and without allowance for cure, upon any breach by Client of Section 2.4 (Restrictions on Use), or Section 2.5 (Acknowledgement of Limited Rights); or if Client or any of its Authorized Users violates MMI's Intellectual Property Rights.
- **4.3.5** A Party's termination of this Agreement under this Section 4.3 does not limit either Party from seeking other appropriate legal or equitable remedy for any breach.

- 4.4 Effect of Termination. Upon termination, for any reason, Client's access to the Services, including any Optional Services, shall cease, except that Client shall have access to previously entered Client Data for a period of up to sixty (60) days after termination (the "Data Retrieval Period") in order to facilitate Client retrieval of Client Data. MMI shall provide reasonable assistance to Client in retrieving Client Data during the Data Retrieval Period, following which Client shall have no further access to the System or Client Data. MMI shall have the right to irretrievably delete Client Data after the Data Retrieval Period consistent with MMI's internal records retention policies and any applicable laws or regulations. Termination of the eSOPH Services subscription also terminates the Optional Services.
- 4.5 Survival. Where the context, nature, or express terms of any provision indicates intent that it shall survive termination or expiration of this Agreement, then it shall survive the same, including without limitation Sections 1 (Definitions), Section 2.4 (Restrictions on Use), Section 2.5 (Acknowledgement of Ownership and Limited License Rights), Section 3 (Fees and Payment), Section 4.3 (Termination), Section 5 (Data Access, Confidentiality and Security), Section 6 (Representations and Warranties), Section 7 (Limitation of Liability), Section 9 (Corrective Actions), Section 10 (Insurance), Section 11 (Notices) and Section 12 (General Terms and Conditions).

5. DATA ACCESS, CONFIDENTIALITY AND SECURITY

- 5.1 Authorized User Access Only. Client is responsible for all use of its Authorized Users accounts on eSOPH. Client shall ensure that its Authorized User(s) properly control and limit access to the Services to Client's appropriate Authorized Users, and that Client's Authorized Users properly protect their logins, passwords and all other login credentials to prevent unauthorized access and misuse of Client Data, Applicant Data and any other information that may be accessed through the Services. Client is responsible for its own policy regarding Authorized Users changing their passwords, minimum password complexity requirements beyond what is required by the Services, and which computer terminals may be used to access the Services by its Authorized Users, including any unattended devices or computers logged into eSOPH. Client shall ensure any previous Authorized User who no longer has a valid purpose to access the Services will have their eSOPH login credentials disabled within eSOPH, without delay. Former Authorized Users who separate from their relationship with Client shall have their login credentials immediately disabled, without delay, by Client. Client will ensure that each Authorized User has unique login credentials; an Authorized User may not share or disclose its login credentials to any other person, even if such other person is also an Authorized User.
- **5.2 Two-Factor Authentication.** Client acknowledges eSOPH offers optional two-factor authentication using Google Authenticator, and that "One Time Passcode" ("OTP") two-factor authentication via email, is standard and mandatory on all Authorized User and Applicant logins. Individual Authorized Users and Applicants can upgrade to Google Authenticator, from email OTP, if desired.
- 5.3 Client's Sharing of Applicant Data. The eSOPH system allows Client to externally share Applicant data and other information about Applicants from eSOPH. If Client or its Authorized User(s) share Applicant Data or other information about an Applicant with a third party, Client must: (i) possess valid, signed authorization from each Applicant whose Applicant Data or information is to be shared, legally adequate to authorize Client to share such Applicant Data or information, (ii) refrain from violating any law, policy, term or rule by sharing, transmitting or otherwise disclosing such Applicant Data or information, and (iii) keep the Applicant Data and information secure and private in accordance with any and all applicable privacy laws, and other legal requirement(s) and obligation(s).
- 5.4 MMI's Sharing of eSOPH Basic Applicant Data. Client acknowledges and understands a valuable part of the eSOPH system is the ability for Client to determine if an Applicant has been entered into eSOPH by other MMI client(s). If Client enters an Applicant into eSOPH, the eSOPH system will disclose if any other MMI client has previously entered the same Applicant into eSOPH. This "eSOPH Basic Applicant Data" information produced to other MMI clients is limited to: Agency/entity name, position applied for, entered date, and closed date. eSOPH will also display the point of contact for any other agency(s) who have previously entered the Applicant into the eSOPH system. If Client purges their backgrounds from eSOPH, eSOPH Basic Applicant Data (as defined in

this Section) will remain on the eSOPH system and be visible to other MMI clients. Further information regarding another agency's entry of an Applicant, must be gained through that agency's permission and their own internal process(es). Client, through execution of this Agreement, acknowledges this feature of the eSOPH system and that MMI cannot disable this feature.

- 5.5 Security Incident. In the event MMI learns of a Security Incident that involves potential or confirmed unauthorized access to Client Data, MMI will take all reasonable steps to notify Client within 24-hours of learning of the breach. Notification will be made to at least one of Client's Primary Administrative User and Backup Primary Administrative User using the contact information on file for these Authorized Users. At the request of Client, and with Client's cooperation and assistance, MMI will work together with law enforcement and other officials in connection with the Security Incident. MMI takes the privacy and security of data seriously, and uses reasonable administrative, technical, and physical safeguards to protect the confidentiality and security of all Client Data. Clients are encouraged to review MMI's eSOPH Security Overview, which is updated as needed by MMI from time to time and is available upon request.
- **5.6 Ownership of Client Data.** Client owns Client Data entered into eSOPH by its Authorized Users, including Applicant Data entered in response to the Client's request for information to execute an Applicant's background investigation. MMI will not share Client Data with third parties, except as expressly stated in this Agreement or by written authorization from Client.
 - 5.6.1 Anonymized Applicant Data. MMI may retain anonymized Applicant Data for research, reporting and statistical analysis to assist government clients in hiring candidates likely to be successful in the positions, and to assist in reducing risks of hiring Applicants who are unqualified or unsuited for positions of public trust. Anonymized Applicant Data will not contain associated Personally Identifiable Information. Anonymized Applicant Data may be used solely for analyzing applicant and employee trends and statistically based indicators of successful and unsuccessful government agency hiring practices. Notice of this intended use of anonymized Applicant Data shall be provided to Applicants as part of the Applicant Terms of Use and Privacy Policy, to which they must agree to utilize the eSOPH System.
- 5.7 Post-Termination Retention of Data. Without limiting Client's rights to Client Data and Applicant Data hereunder, MMI may retain and store the following data during and after the term of this Agreement: Applicant name, Applicant telephone number, Applicant mailing address, Applicant email address, Applicant year of birth, date the Applicant was entered into the eSOPH system, Applicant's background investigation close date, position Applicant has applied for with Client, and the legal agreements (e.g., MMI's Electronic Signature Agreement, Terms of Use and Privacy Policy) related to any Authorized User's or Applicant's use of the Services, and anonymized Applicant Data dissociated from Personally Identifiable Information of any Applicant as defined in Section 5.6.1 (Anonymized Applicant Data). MMI may retain such information and use it to comply with applicable law and the eSOPH system Terms of Use and Privacy Policy and for the purposes described in Section 5.4 (MMI's Sharing of eSOPH Basic Applicant Data) and 5.6 (Ownership of Client Data). Other than as stated in this Agreement, MMI will not use such information for other purpose unless authorized in writing by Client.
- 5.8 Confidential Information. In performance of this Agreement, the Parties may directly or indirectly disclose to each other confidential information, proprietary information, or confidential data ("Confidential Information"). "Confidential Information" shall include any data and/or information that is identified by either Party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to, (a) trade secrets or confidential business information of either Party, including without limitation information about such Party's technology, financial information, and plans; and (b) personal information of employees, Applicants, and Authorized Users, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information ("Personally Identifiable Information" or "PII").

- 5.9 Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information the receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the receiving Party; (2) rightfully possessed by the receiving Party prior to disclosure by the disclosing Party; (3) rightfully obtained by the receiving Party from a third-party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information; (5) anonymized Applicant Data.
- 5.10 Restrictions on Use and Disclosure. Each Party shall not use the other party's Confidential Information for any purpose other than performance of its obligations and exercise of its rights under this Agreement. Furthermore, each party shall not disclose the other party's Confidential Information to any third party except to such party's employees, contractors, and other representatives who (a) have a bona fide need to know such Confidential Information for purposes of performing this Agreement, (b) have been informed of the confidential nature of such information, and (c) have agreed in writing or are otherwise legally bound not to use or further disclose such information except as permitted by this Agreement. Information defined as Criminal Justice Information (CJI) under the Federal Bureau of Investigation CJIS Security Policy, shall not be transmitted by Client via SMS text.
- 5.11 Disclosure Required by Law. Notwithstanding the foregoing, Confidential Information may be disclosed by a receiving Party to the extent required to be disclosed by public disclosure law or a court order, subpoena, or similar legal requirement; or necessary to disclose to prevent severe physical injury to or loss of life of an individual; provided, however that the receiving Party shall notify the disclosing Party prior to such required disclosure promptly and sufficiently in advance to permit the receiving Party to contest or limit such required disclosure, including without limitation redaction of trade secret information prior disclosure.
- **5.12 Public Records Request.** MMI acknowledges that, if Client is a public entity, it is subject to state public records acts. If Client is a public entity and receives a public records request for all or any portion of this Agreement, including any documents or materials provided to Client under this Agreement, generally such information may be deemed a public record and disclosure may be necessary to the public records requester.
- 5.13 Data Storage and Encryption. During the Term of this Agreement, MMI will store and maintain Client Data and Applicant Data for use and access by Client and its Authorized Users under the terms of this Agreement. MMI will ensure industry standard data encryption methods are in place for storage of Client Data and Applicant Data. All Client Data will be stored on servers within the United States and in accordance with the FBI CJIS Security Policy.
- 5.14 FBI CJIS Policy Compliance; Background Checks. MMI will comply with Criminal Justice Information Systems ("CJIS") rules and regulations as they may apply. MMI shall ensure all employees and contractors of MMI granted access to Client Data complete a background check and meet the requirements set forth by CJIS policy for access to Client Data. All MMI personnel with access to Client Data must execute nondisclosure agreements and sign a CJIS Security Addendum, in addition to maintaining a current CJIS Security Awareness Training certificate. MMI's personnel with active clearances can be viewed on CJIS Online.
- **5.15 Backups**. Client Data on the production system will be backed up hourly. Backups will be kept for a minimum of three (3) calendar months. Archive storage is not backed up.
- 5.16 Acts or Omissions of Client. MMI shall have no responsibility or liability with respect to, and Client shall solely be responsible and liable for, any Security Incident and any loss, expense, damage, cost, or liability associated therewith, to the extent caused by or resulting from any act or omission of Client or Client's Authorized Users, employees, contractors (excluding MMI), or agents, including without limitation: (a) their loss of control of any device; (b) their failure to maintain the confidentiality of their log-in credentials; (c) their transmission of data via methods that are not secure; (d) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures; (e) their use of the eSOPH system in violation of this Agreement or any Documentation; (f) their failure to obtain adequate release(s), waiver(s), or legally

or contractually required consent; (g) Client's failure to maintain hardware and software that are compatible with any updated or security patches released and implemented by MMI; (h) Client's declining to implement two-factor authentication as described in Sections 5.2 (Two-Factor Authentication).

6. REPRESENTATIONS AND WARRANTIES

- **6.1** Client represents and warrants that:
- **6.1.1** Client has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;
- **6.1.2** Neither Client nor any of its employees has received, offered or provided, nor will it receive, offer or provide, directly or indirectly, any gift, gratuity, favor, entertainment, loan or other thing of monetary value to any employee or agent of MMI as an inducement to do business with MMI. Client further warrants its Authorized Users have not, and will not, engage in any collusion with any other potential supplier to secure this Agreement.
- **6.1.3** Client and its Authorized Users will not use the Services to transmit any data via email messaging, SMS/text message or other feature of the Services that violates CJIS Security Policy.
 - **6.2** MMI represents and warrants that:
- **6.2.1** MMI has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;
- **6.2.2** To MMI's knowledge, the Software complies with all applicable national, state, and local laws and regulations and, to MMI's knowledge, does not contain any material that infringes, violates, or misappropriates the Intellectual Property Rights of any third party, and (ii) to the extent the Software contains any materials subject to third party rights, MMI has obtained any and all necessary clearances, releases, approvals, licenses, or consents from third parties and made any and all required payments to third parties (including without limitation to unions or guilds) so that Client and its Authorized Users can exercise the rights and licenses authorized under this Agreement;
- **6.2.3** For the Term of this Agreement, the eSOPH system will operate substantially in conformance with any written specifications contained in any current MMI Documentation and in this Agreement. MMI's sole obligation to Client and Client's sole remedy under this warranty is to correct the eSOPH system so it will perform within any represented specifications or refund the related Subscription Fee for the then-current Subscription Year, in whole or in part. This warranty is void if any unauthorized modifications are made to the eSOPH system or if the eSOPH system is not used in compliance with the terms of this Agreement; and
- **6.2.4** Except for the limited warranty provided in this Agreement, the eSOPH system and any other MMI products and services are provided "As Is" and MMI disclaims all warranties, express or implied, that may arise either by the Parties' agreements or by operation of law, including without limitation any warranty of merchantability or fitness for a particular purpose. MMI does not warrant the operation of the eSOPH system shall be error or "bug" free or that the eSOPH system will meet the requirements or expectations of Client, its Authorized Users or Applicants.

7. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

Assumption of Risk; Limitation of Liability. Each Party shall be solely liable for third party claims arising from any willful or negligent act or failures to act, or the errors or omissions, of the Party's owners, officers, employees, agents or contractors. Excepting for the breach provisions of this Agreement, neither Party to this Agreement, nor any of such Parties' respective Affiliates, trustees, directors, officers, employees, fellows or agents shall be responsible or liable to the other Party for any injury, loss, or damage of any kind, including but not limited to indirect, special, incidental consequential, punitive damages or lost profits, relating to design, development, specification, manufacture, production or use of the eSOPH system Software and Services or any part thereof. The limitations on liability of the previous sentence shall apply even though a Party may have been

advised of the possibility of such injury, loss or damage. This paragraph shall not apply to any obligations to maintain specific insurance requirements pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit any remedies available to the Parties in law or equity, including but not limited to injunctive relief and/or any indemnification obligations arising from this Agreement.

- 8. NOTIFICATION OF THIRD-PARTY ACTION OR CLAIM. Client shall notify MMI of any third party lawsuit, action, and proceeding or claim brought or threatened by a third party against Client or its employee, subcontractor, or other representative or agent based in part on Client's or an Applicant's use of the eSOPH system, including without limitation (a) claims regarding privacy, security, collection, use, processing, or disclosure of Client Data collected through or stored by the eSOPH system, (b) and claims where it is reasonably likely that MMI will be named as a party or witness.
- corrective actions. If all or any part of the Software is held, or MMI determines that it could be held, to infringe, wrongfully use or misappropriate any third-party intellectual property right, MMI at no cost to Client: (a) will procure for Client the right to continue using the eSOPH system in accordance with its rights under this Agreement; (b) replace the item with a substantially equivalent item that does not infringe, wrongfully use or misappropriate any third-party intellectual property rights; or (c) modify the item (without material loss of functionality) so that it no longer infringes, wrongfully uses or misappropriates any third-party intellectual property right. If MMI is unable to successfully accomplish any of the actions described above after using its commercially reasonable best efforts to accomplish each of them in a timely manner, then MMI will refund to Client a pro-rated amount of the Subscription Fees paid by Client hereunder in connection with the unused portion of its Subscription Fees actually paid for the applicable Services for the then-current Subscription Year. The remedies set forth in this Section 9 are Client's sole and exclusive remedy and MMI's sole obligation with respect to breach of the warranty contained in Section 6.2.2. Fees for Optional Services cannot be refunded as these are invoiced based on actual usage.

10. INSURANCE

- 10.1 Throughout the Term MMI, at its sole expense, will carry and maintain at minimum: (a) Commercial General Liability Insurance in the amount not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate; (b) Professional Liability Insurance in the amount not less than \$1,000,000 per claim and in the aggregate; and (c) "Cyber" Insurance in the amount not less than \$1,000,000 combined single limit occurrence, \$2,000,000 aggregate. MMI will request a Certificate of Insurance from the insurance agent or carrier listing Client as an Additional Insured and provide the certificate to the Client.
- 10.2 Client represents it is self-insured or has appropriate insurance to fulfill and maintain its obligations and duties under this Agreement.
 - 11. NOTICES. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed to MMI or Client at the following addresses:

For Miller Mendel, Inc., copy of Notice(s) to:

For Client, copy of Notice(s) to:

Mr. Kurt Rylander Rylander & Associates 406 W 12th St Vancouver, WA 98660 Office of the Chief 303 West 1st Street Tulsa, OK 74103

12. GENERAL TERMS AND CONDITIONS

12.1 Assignment. Client may not assign any of its rights or obligations under this Agreement without the prior written consent of MMI, which may be withheld at MMI's sole discretion. MMI may assign this Agreement subject to Assignee assuming all MMI's rights and obligations under this Agreement as part of a merger or an

acquisition of MMI or sale of MMI's applicable line of business. If Client determines that they do not wish to continue with the Assignee, then Client may Terminate this Agreement in accordance with Section 4.3 (Termination). Subject to this Section 12.1, this Agreement will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

- 12.2 Compliance With Laws. Each Party will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations, codes and orders applicable to its performance under this Agreement.
- 12.3 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.
- 12.4 Governing Law. The construction, interpretation and enforcement of this Agreement shall be governed by the state and local laws of the jurisdiction Client is located within and applicable federal laws of the United States, without consideration of conflicts of laws provisions, and for Clients which are federal entities by federal law as applied to contracts performed with the United States government. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.
- 12.5 Headings. The headings and sections in this Agreement and any exhibit, are for convenience and will not be construed to define or limit any of the terms or affect the meaning or interpretation of this Agreement and any exhibit.
- 12.6 Independent Contractor. MMI and Client are independent contractors under this Agreement, and nothing in this Agreement may be construed to create a partnership, joint venture, franchise or agency or fiduciary relationship between them. Neither Party has any authority to enter into agreements or make any representations of any kind on behalf of the other Party.
- **12.7 Nonexclusive Agreement**. It is expressly understood and agreed that this Agreement does not grant to Client any exclusive privileges or rights, and MMI may contract with other clients and customers.
- 12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that any facsimile copy, including those exchanged electronically as a .pdf, of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement.
- 12.9 Entire Agreement. This Agreement together with the non-expired Quote(s), attached hereto or added hereto in the future by agreement of the Parties contains the entire agreement and understanding of the Parties with respect to the transactions and matters contemplated herein, supersedes all prior and contemporaneous agreements or negotiations between Client and MMI concerning the subject matter hereof, and cannot be amended except by a writing dated subsequent to this Agreement and signed by both Parties. In the event any terms or conditions of this Agreement conflict with any term or condition in any Purchase Order issued pursuant to this Agreement, the terms and conditions of this Agreement will control. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.
- **12.10** Copies Shall Be Considered Originals. Any complete, legible signed copy of this Agreement shall be considered an original. Electronic signatures will be considered valid.
- 12.11 Signing Authority. Client represents and warrants the person executing this Agreement is a duly authorized officer or representative of the Client, and has full authority to execute this Agreement, including

any amendment thereto, for and on behalf of Client. Client understands that it is fully responsible to ensure the authority of its signatory under to this Agreement and is responsible for any actual or consequential damages incurred by MMI in the event of a breach of this Section by Client.

12.12 Cooperative Agreement. The provisions of this Agreement may be extended to other city, county or state governmental entities within the state the Client is located, at then-current pricing. Governmental entities wishing to use this Agreement (hereinafter referred to as the "Cooperative Entity") will be responsible for obtaining a Quote specific to their entity, issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments in accordance with the Terms of this Agreement. To determine pricing for Cooperative Entities, MMI will use the then current pricing formula used for all Cooperative Entities within the state Client is located within. The Cooperative Entity wishing to use this Cooperative Agreement must execute with MMI a supplemental Agreement with at least one paragraph specifying they wish to use this Cooperative Agreement and agree to be bound by the terms of the Cooperative Agreement. The Agreement with the Cooperative Entity electing to use this Cooperative Agreement hereby incorporates the following material term: MMI shall hold harmless and defend Client (as defined on the first paragraph of page 1 of this Agreement) from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Cooperative Agreement. Cooperative Entities are responsible for obtaining all certificates of insurance and bonds required. MMI is responsible for providing each Cooperative Entity a copy of this Agreement upon request by the Cooperative Entity. Client makes no guarantee of usage by other users of this Agreement. The extension of the terms of this Agreement to other entities pursuant to this clause shall be subject to MMI's discretion as to whether MMI has capacity and ability to do so, including but not limited to personnel, management, equipment, technical and/or financial limitations.

1	13.	Social Media Screening Report Service Option. Client must initial one:
Client Initials:		Client accepts Social Media Screening Report Service. Section 13 terms are applicable.
Client Initials:		Client declines Social Media Screening Report Service. Section 13 terms are not applicable.

- 13.1 Social Media Screening Report Service. This Section 13 (Social Media Screening Report Service Option) describes an optional service available to Client for additional cost. Client may subscribe to, and MMI will provide, as available, an integrated service through eSOPH to deliver access to the Social Media Screening Report Service, which provides an online/internet screening report. The screening reports are provided through a third-party provider. While the provider is currently FAMA, MMI reserves the right switch providers as MMI deems it necessary to provide appropriate service levels to clients.
- 13.2 Terms of Service; Fees. Terms and limitations for the Social Media Screening Report Service are governed by the of the Social Media Screening Report Service Agreement, the terms of which are hereby incorporated by reference into this Agreement upon Client's execution of their signature below. Pricing for the Social Media Report Service is as listed in the Quote.
- 13.3 Protection of Applicant Data. The contents of Social Media Screening Reports are deemed part of the Applicant Data when entered into the eSOPH system. Client is responsible for ensuring secure storage, delivery and transmission of Social Media Screening Reports to and/or among its Authorized Users.
- 13.4 Compliance with Laws. Client agrees that compliance with all laws, rules, ordinances, and regulations applicable to (i) Client's access, collection, storage, transmission, receipt and use or obtaining of the Social Media Screening Reports and related Applicant Data, (ii) the particular industry in which Client does business, and/or (iii) Client's business operations or structure, is the sole responsibility of Client. Without limiting the foregoing, Client agrees to comply with all applicable requirements of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA") and further agrees to the following:
 - 13.4.1 Client certifies that it is a user of 'consumer reports' and will only use Social Media Screening Reports for "employment purposes" and no other (as those terms are defined in 15 U.S.C. § 1681(a)).

- 13.4.2 Client must comply with all applicable procedures and requirements of the FCRA and applicable state law, including, but not limited to: (i) providing a proper disclosure, (ii) obtaining a written authorization, (iii) providing a certification to MMI that it will comply with the FCRA and will not use the Social Media Screening Reports in violation of any EEO law or regulation, and (iv) following the adverse action requirements set forth in the FCRA and applicable state laws. Client agrees to take all reasonable measures to enforce said requirements.
 - 13.4.3 Client, and not MMI, is solely responsible for compliance under the FCRA.
- 13.4.4 To the extent permitted by law, Client agrees to defend, and hold MMI and Social Media Screening Report Service harmless from any and all claims or damages related to the Social Media Screening Reports or arising from adverse actions by Client against Applicant based on Social Media Screening Report Services.
- 13.5 Notice and Consent. In using the Social Media Screening Report Services, Client shall comply with all applicable privacy and data security laws and the respective then-current privacy policies of MMI and the Social Media Screening Report Service, as applicable. Without limiting the foregoing, Client certifies that:
 - 13.5.1 Client will ensure that prior to procurement or to causing the procurement of an Social Media Screening Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that a Social Media Screening Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the Report by Client;
 - 13.5.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and
 - 13.5.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by applicable laws, rules, ordinances, and regulations.
- 13.6 Employment Decisions Based on a Social Media Screening Report. Client certifies that, if required under the FCRA, before taking any adverse action based in whole or in part on the Social Media Screening Report generated by Social Media Screening Report Service for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed under the FCRA; and (iii) a statement that information from the Social Media Screening Report and the Social Media Screening Report Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the FCRA.
- 13.7 Social Media Screening Report Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the Social Media Screening Report Services for Client's own internal business need and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:
 - 13.7.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the Social Media Screening Report Services software in any manner;
 - 13.7.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of, or translate the Social Media Screening Report Services software;
 - 13.7.3 use, transform, modify, assess or adapt the Social Media Screening Report Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Social Media Screening Report Service;
 - 13.7.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the Social Media Screening Report Services software or data;

- 13.7.5 allow any third-party to access the Social Media Screening Report Services;
- **13.7.6** sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Social Media Screening Report Services or data;
- 13.7.7 use the Social Media Screening Report Services or data to identify or solicit potential customers for its products or services;
- 13.7.8 use the Social Media Screening Report Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and
- 13.7.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the Social Media Screening Report Services or the data contained therein.
- 13.8 Notification of Security Breach. In addition to the other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "Breach") that directly affect provision of the Social Media Screening Report Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.
- 13.9 Social Media Screening Report Service Intellectual Property Rights. Client acknowledges that Social Media Screening Report Service has expended substantial time, effort and funds to create and deliver the Social Media Screening Report Services. All Social Media Screening Report Service intellectual property not related to the eSOPH system is and will continue to be Social Media Screening Report Service exclusive property. Nothing contained in this Section 13 (Social Media Screening Report Services Option) shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with Social Media Screening Report Services.
- 13.10 No Representations or Warranties. Without limiting the provisions of Section 6 (Representations and Warranties) of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the Social Media Screening Report Services. Client agrees to be solely responsible for Client's use of the Social Media Screening Report Services.
- 13.11 Termination. In addition to and without limiting Section 4.3 (Termination) of the Agreement, MMI may terminate the optional Social Media Screening Report Services provided pursuant to Section 13 at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the Social Media Screening Report Services shall not constitute termination of the eSOPH MSSSA.
 - 14 Experian Services Option. Client must initial one:
 - Client Initials: Client accepts the Experian Service option. Section 14 terms are applicable.

 Client Initials: Client declines Experian Service option. Section 14 terms are not applicable.
- 14.1 Experian Services. This Section 14 (Experian Services Option) describes optional services available to Client for additional cost. Client may subscribe to a service through the eSOPH system to deliver access to the Experian Information Solutions, Inc. ("Experian") functionality to obtain consumer credit reports and investigative consumer reports (collectively, "Credit Reports") about Applicants and other services as may be available from Experian through the eSOPH system (the "Experian Services"). Pricing for the Experian Services is as listed in the Quote.
- 14.2 Applicant Data. Data transmitted by an Applicant or by a Client about an Applicant to the eSOPH system that is used for the Experian Services is Applicant Data. For Applicant Data used for the Experian Services, the Parties agree to each, at minimum, meet the requirements set forth in 16 C.F.R. § 314.4, and take all necessary

steps reasonably designed to (i) ensure the security and confidentiality of Experian Services and Applicant Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Experian Services and Applicant Data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Applicant.

- 14.3 Fair Credit Reporting Act. Client agrees that Client, not MMI, is solely responsible for compliance under the Fair Credit Reporting Act of 1996, as amended (15 US Code 1681) ("FCRA"). Client further acknowledges and agrees as follows:
 - 14.3.1 Client agrees and understands that it must comply with the "FCRA Requirements" notice and Experian's "Access Security Requirements." Client agrees to take all reasonable measures to enforce said requirements.
 - 14.3.2 Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau of Consumer Financial Protection ("Bureau") under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each Credit Report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.
 - 14.3.3 Client certifies it will request and use Experian Services strictly in accordance with FCRA. Without limiting the foregoing, Client certifies that it will request and use the Experian Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer about whom such information is sought and will not request or use such Experian Services for purposes prohibited by law. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Applicant makes a timely request to Client, Client will share the contents of Applicant's report with Applicant when required by law, if Client does so without charge and only after authenticating Applicant's identity.
 - 14.3.4 Client agrees it is solely responsible for and subject to compliance under all federal, state and local laws, rules and regulations applicable to Client's access, collection, storage, transmission, receipt, and use of the Experian Services and data. Further, Client shall comply with the FCRA.
- 14.4 Notice and Consent. In using the Experian Services, Client shall comply with all applicable laws, including but not limited to FCRA and applicable privacy and data security laws. Without limiting the foregoing, Client certifies that:
 - 14.4.1 Client will ensure that prior to procurement or to causing the procurement of a Credit Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that a Credit Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;
 - 14.4.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and
 - 14.4.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by applicable laws.
- 14.5 Death Master File. Client acknowledges that Experian Services may contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that, consistent with its applicable FCRA or Gramm-Leach-Bliley Act use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Client further certifies that it will not take adverse action against any Applicant without further investigation to verify the information from the deceased flag or other indicia within the Experian Services.

- 14.6 Employment Decisions Based on Credit Report. Client certifies that, before taking any adverse action based in whole or in part on the Credit Report generated by Experian Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed by the Bureau under the FCRA; and (iii) a statement that information from the Credit Report and the Experian Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the Bureau and FCRA. In addition to any other indemnification provisions of this Agreement, Client agrees to defend and hold MMI harmless from all claims or damages arising from adverse actions by Client against Applicant arising from use of Experian Services through the eSOPH system.
- 14.7 Experian Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the Experian Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:
 - **14.7.1** change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the Experian Services in any manner;
 - **14.7.2** reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the Experian Services;
 - 14.7.3 use, transform, modify, assess or adapt the Experian Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian;
 - **14.7.4** distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the Experian Services or data;
 - 14.7.5 allow any third party to access the Experian Services;
 - 14.7.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Experian Services or data;
 - **14.7.7** use the Experian Services or data to identify or solicit potential customers for its products or services;
 - 14.7.8 use the Experian Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and
 - **14.7.9** gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the Experian Services or the data contained therein.
- 14.8 Experian Services Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third-party request, compile, store, maintain, resell or use Experian Services (including any of the information contained in the Credit Report) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers, and transmits Experian Services to its Authorized Users.
- 14.9 Notification of Security Breach. In addition to any other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "Breach") that directly affect provision of the Experian Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.
- 14.10 Experian Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Credit Reports and compile its various databases. All data in Experian's databases and any other intellectual property not related to the eSOPH system that are part of Experian are and will continue to be Experian's exclusive property. Nothing contained in this Section 14 (Experian Services

Option) shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with Experian and eSOPH's Experian Services.

- 14.11 No Representations or Warranties. Without limiting the provisions of Section 6 (Representations and Warranties) of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the Experian Services. Client agrees to be solely responsible for Client's use of the Experian Services.
- **14.12 Termination.** In addition to and without limiting Section 4.3 (Termination) of this Agreement, MMI may terminate the Experian Services at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the Experian Services shall not constitute termination of the eSOPH MSSSA.

15. Fax Service Option. Client must initial one:						
Client Initials: Clien	Client accepts the Fax Service Option and related fees as stated in the Quote.					
Client Initials: Clien	lient Initials: Client declines the Fax Service Option.					
16. SMS (te	16. SMS (text messaging) Service Option. Client must initial one:					
Client Initials: Clien	Client accepts the SMS Service Option and related fees as stated in the Quote.					
Client Initials: Clien	t declines the SMS Service Option.					
IN WITNESS WHEREOF , the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives.						
For Miller Mendel, Inc. ("MMI")						
Lyan J. Mille	09/09/2025					
Tyler Miller, President & CEO	Date					
Signature (Required)	11/3/2025 Date					
Lonnie Sims, Chairman						
Print name and title (Require	red)					
Signature (Optional)	Date					

Print name and title (Required if signed above)

ADDENDUM TO

MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT ("MSSSA") BETWEEN MILLER MENDEL, INC. ("MMI") AND COUNTY OF TULSA ("CLIENT").

Contractor Statement regarding People's Republic of China:

MMI hereby certifies that it does not currently, and agrees for the duration of this Agreement, that MMI will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. MMI hereby agrees to indemnify and hold harmless the Client, its officials, employees, and agents from any claims or causes of action relating to the Client's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Client in defending such as action. During the term of agreement, MMI shall alert Client within five (5) days after becoming aware of its noncompliance with this statute and cure any noncompliance within one-hundred-eighty (180) days after initial notification of noncompliance.

Contractor Statement regarding Russia:

MMI hereby certifies that it does not currently, and agrees for the duration of this Agreement that MMI will not, conduct business operations in Russia or Belarus, nor conduct business with any entity or individuals, wherever located, conducting any commercial activity in Russia or Belarus or transacting business with the Russian Government or Belarusian Government or with commercial entities headquartered in Russia or Belarus or with their principal place of business in Russia or Belarus in the form of contracting, sales, purchasing, investment, or any business partnership, or which are otherwise sanctioned by the United States government for activities supporting Russia's invasion of Ukraine. No Client Data will be stored on servers or other electronic devices or means, and no Services will be provided from or through, Russia or Belarus.

Contractor Statement regarding Israel:

Contractor certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives.

For Miller Mendel, Inc. ("MMI")

Tyler Miller, President & CEO

Lype J. Miller

09/09/22025

Date

Andrew C. Mihelich

3.1.1 Multiyear Subscription. The Quotes listed below (if applicable), have been created by MMI per Client's request. The quotes include guaranteed pricing from MMI for the Subscription Period noted in each Quote. For consideration of guaranteed pricing, for future Subscription Period, Client acknowledges and agrees these Subscription Periods and related Quotes are contractual and the full amount of each Quote will be invoiced on the first day of each Subscription Period the Quote relates to.

Date on Quote	Quote Number	Amount	First Day of
			Subscription Period
10/01/2025	2384-Year 1	\$53,200.00	02/27/2026
10/01/2025	2384-Year 2	\$56,942.00	02/27/2027
10/01/2025	2384-Year 3	\$61,432.00	02/28/2028

3.1.3 Entries. The maximum number of applicant Entries included in the Subscription Period is listed in the Quote. Should Client need to increase the number of maximum applicant Entries that may be entered into eSOPH within the current Subscription Period, client may email accounting@MillerMendel.com. MMI will issue a quote to increase the number of applicants that may be entered within the Subscription period. The maximum number of applicants will be adjusted in the eSOPH system upon receipt of a valid purchase order from Client.

3.1.4 "Unlimited" Services. Fees listed in Quote for a Service that have "Unlimited" usage noted are based upon typical usage rates for similarly sized agencies. If it became apparent that Client is using its Subscription to support background investigations for other departments, outside the scope of this Agreement or if Client is utilizing an unusually large volume of Services to a degree that is beyond the reasonably anticipated and intended scope of this Agreement, MMI reserves the right to cap the related Service usage and/or the volume of Services. At Client's direction, they may request a quote from MMI to remove the cap and proceed with excessive usage of the Service during the Subscription Period.

4.2.1 *Multi-year Quotes*. Clients electing a multi-year Term to lock in Subscription Fee pricing for future Subscription Periods, as reflected in the Quotes listed and incorporated in Section 3.1 (Subscription Fees, Setup and Training), agree to timely renew each Subscription. Period during the agreed Term as defined in the Quotes.

11. **NOTICES**. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service or in te United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed to MMI or Client at the following address:

For Miller Mendel, Inc., copy of Notices(s) to:

For Client, copy of Notice(s) to:

Mr. Kurt Tylander Rylander & Associates 406 W 12th St Vancouver, WA 98660 Office of the Chief of Police Stockton Police Department 22 E Weber Ave 4th Floor Stockton, CA 95202

EXHIBIT B INSURANCE REQUIREMENTS (Insert City Insurance Requirements)