



March 31, 2022

Re: DataScout Quote for Services

Mr. Dean,

Thank you giving us this opportunity! We are excited about what DataScout’s products can offer your office and Muskogee County!

Over the last 10+ years DataScout’s services have been changing the way the public, businesses and government agencies think about data, web services and mapping. DataScout products such as Homestead Credit Finder, actDataScout.com, Scout Assess and OneMap are currently used and trusted by 260+ government agencies. We are driven by our clients, and we plan to continue building products that fit their needs. We also strive to continue providing the support our clients can count on. I look forward to serving you and Muskogee County!

	Year 1	Year 2	Years 3-4
<b>OneMap*</b> <b>Assessor Extension</b>	<b>\$7,394.50</b> Includes setup and two in-house trainings	<b>\$4,394.50</b>	<b>\$4,394.50/year</b>
<b>actDataScout*</b> <b>Maps Plus**</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,917.26/year</b>
<b>Frontpage</b> <b>12 hrs of annual maintenance</b>	<b>\$2,900</b>	<b>\$1,800</b>	<b>\$1,800/year</b>
<b>Annual Totals</b>	<b>\$10,294.50</b>	<b>\$6,194.50</b>	<b>\$13,111.76/year</b>

\*Pricing shown is based on a 4-year agreement, if single year agreement is preferred, please add \$250 a year. Helpful support is available M-F 8am-5pm.

\*\* actDataScout is free for two years if you purchase OneMap

Phillip Carper  
Director of Sales and Accounts

**SCHEDULE 1**  
**WORK AND PRICING ORDER**  
**actDataScout.com – COUNTY ASSESSOR**

This Work and Pricing Order (“WAPO”) is entered into on July 1, 2022 (“WAPO Effective Date”) by and between **DataScout, LLC (“DataScout”)** an Arkansas corporation located at 38 W. Trenton Blvd. Ste 101, Fayetteville, AR 72701, and the **Muskogee County, Assessor (“Customer”)** located at 400 W. Broadway, Rm. 210, Muskogee OK 74401 and is subject to the terms and conditions of the **Master Service Agreement (“Agreement”)** with an Effective Date of July 1, 2022 entered into by and between DataScout and Customer.

WHEREAS, Customer possesses public record information in various databases and desires to provide certain of these databases (“**Customer’s Database or Databases**”) to DataScout for the purpose of making the information specified below available to the public, via the Internet, pursuant to the terms provided in this Work and Pricing Order and in the Master Services Agreement, and

WHEREAS, the parties agree that Customer as the data content provider and as the custodian of the Customer’s records, and DataScout as the distributor of online database services, desire to distribute services created with the Customer’s public data through an Internet web site(s), and

WHEREAS, DataScout hereby grants the Customer a nonexclusive, personalized, and nontransferable site-license to use actDataScout.com – COUNTY ASSESSOR to perform those general functions as described herein, and

WHEREAS, the parties agree that references to the ‘Agreement’ or the ‘WAPO’ shall be deemed to include the Master Services Agreement, the Work and Pricing Order (WAPO), and any other Exhibits or Schedules, which are expressly made a part of this WAPO and/or of the Master Services Agreement.

**1. Term.** Subject to earlier termination as provided in the Agreement, the initial term of this WAPO shall begin on July 1, 2022 and shall expire June 30, 2023, and shall automatically renew each year for three (3) consecutive years until June 30, 2026.

**2. Customer’s Database(s).** Depending on the service or services chosen by Customer, the Customer agrees to provide DataScout with the appropriate full and complete Database(s), less exempt information, necessary for DataScout to provide the appropriate service or services. The Customer’s Databases are described in Exhibits “A-1”, “A-2”, “A-3”, “A-4”, and “A-5” attached hereto. From the databases provided by the Customer, DataScout agrees to provide public Internet access to certain data in the Customer’s Databases depending on Customer’s choices and described more specifically below, which may be through a third-party service provider. **Customer may request either Standard Access, Maps Plus Access, or Premier Access by initialing below the service(s) chosen:**

(a) \_\_\_\_\_ **Standard Access.** If the Customer requests, DataScout shall provide basic Standard Access to certain data in the Customer’s Real Property and GIS Databases (Exhibits “A-1” and “A-2”) to Users free of charge. Customer also has the option to provide Standard Access to certain additional data in certain other of Customer’s Databases to Users free of charge. Refer to Exhibits “A-3”, “A-4”, and “A-5” for these optional databases. Users on the Standard

Access application for certain searchable data (see chart at Exhibits "A-6" and "A-7") in the Customer's Real Property and GIS Databases will not have the ability to access enhanced searching features or the interactive GIS mapping service unless they become a Subscription User. Subscription Users will have the following option.

(1) For a monthly (30 day) fee of a minimum of \$30.00, renewable for succeeding one-month (30 day) terms if so desired, or for a daily (24 hours) fee of a minimum of \$10, a Subscription User shall have unlimited access to the enhanced searching features, reports, and interactive GIS mapping as outlined in Exhibit "A-2". DataScout will receive 70% of the net fee proceeds. As a future credit subject to Customer's continued participation under this Agreement, Customer shall receive 30% of the net fee proceeds collected from Subscription Users throughout the calendar year starting July 1 and ending June 30. Net fee proceeds are after merchant processing fees and any other transactional fees incurred of this fee. The Customer's total net fee proceeds for the current year will be applied as a credit in the following year's invoice subject to the Customer's continued participation under this Agreement. Customers will not be able to receive credits in excess of the annual licensing fee. **Customer is not eligible for this credit until the year following the Customer's completion of two (2) twelve (12) month terms or two (2) full year's participation under this Agreement.**

(b)   X   **Maps Plus Access.** If the Customer requests, DataScout shall provide Maps Plus Access to certain data in the Customer's GIS Database to Users free of charge. Users on the Maps Plus Access application will have the ability to access the interactive GIS mapping features (see chart at Exhibits "A-6" and "A-7"), but will not have the ability to access the enhanced searching features unless they become a Subscription User. The 'future credit' terms in Section 2.(a)(1) above are also applicable to Maps Plus Subscription Users.

(c) \_\_\_\_\_ **Premier access.** If the Customer requests, DataScout shall provide Premier Access to certain data in the Customer's Real Property and GIS Databases, including interactive mapping, enhanced searching, and other features to Users free of charge as well as access to certain data in the the Customer's Individual and Commercial Property Databases (see chart at Exhibits "A-6" and "A-7") should the Customer chooses to make one or both of those personal property databases available to DataScout. There are no Subscription Users if Customer selects Premier access.

**3. DataScout shall provide the following with respect to the appropriate Customer's Database(s) for all Access levels:**

(a) The all access levels web site will have 95.0% uptime outside of all regularly scheduled upgrading, maintenance, and modifications, and also subject to downtime caused by Internet delays or such other delays as may customarily affect the availability of the Internet or web site;

(b) Provide the Customer a Secure FTP site to upload the Customer's Database;

(c) Provide suitable processing support to the web site containing the Customer's Database;

(d) Install such controls to reasonably ensure protection for the integrity of the Customer's Database while hosted on the web site, i.e., firewalls, redundancy, and secure backup copies of the Customer's Database, and DataScout will provide security procedures upon request;

(e) Provide Customer and its employees training **during the initial term** of this Agreement as follows: (1) a one-time in-house training session for the Customer and (2) a subsequent training session for Customer's constituents. The training sessions will be at a location and time in the county seat agreed upon by Customer and DataScout. A request for the initial term training sessions shall commence with the Customer contacting DataScout's Support and Training Coordinator;

(f) Offer technical support via DataScout's support desk, Monday through Friday 8 a.m. to 5 p.m., to the Customer, Subscription Users, and general public for questions regarding site functionality, navigation, and user experience;

(g) Make available the data contained in the Customer's selected Databases to Users free of charge in a 'Public Search' format for those fields indicated with an "x" under the Public Search column (cross searching of fields will not be available) as shown on Exhibit "A-6" and as applicable, on Exhibit "A-7". Availability will be subject to downtime caused by database or website upgrades, modification, maintenance, Internet delays or such other delays as may customarily affect the availability of the Internet or web site;

(h) Make available the data contained in the Customer's selected Databases available to Subscription Users for a fee in a "Pro Search" for all the fields indicated with an "x" under the Public Search and Pro Search columns as shown on Exhibit "A-6" attached hereto, subject to downtime caused by database or website upgrades, modifications, maintenance, Internet delays or such other delays as may customarily affect the availability of the Internet or web site;

(i) DataScout shall update the appropriate database according to the schedules referenced on Exhibit "A-8."

**4. Optional Credit to Customer for DataScout's use of public data.** If the Customer agrees that DataScout may utilize one or more of the Customer's Databases for additional public and private internet access via other DataScout paid subscription services, licenses or services, Customer shall be credited at the applicable rates as set forth below in Section 6.0.

**5. DataScout's use of public data.** If Customer chooses to accept the any of the optional credits as described in Section 6.0 below, it acknowledges that DataScout may utilize the Customer's Database, as specified and described herein, for additional public and private internet access via other DataScout paid subscription services, licenses or services, for example but without limitation, [www.DataScoutPro.com](http://www.DataScoutPro.com), [www.HomeSteadFinder.net](http://www.HomeSteadFinder.net), [www.ScoutAssess.com](http://www.ScoutAssess.com), [www.HomesteadCreditFinder.net](http://www.HomesteadCreditFinder.net), [www.DataScoutLink.com](http://www.DataScoutLink.com), and for bulk data requesters and other requesters. In addition, the Customer acknowledges that DataScout may license for a fee other 3rd parties to install links on such parties' websites to access the data in the Customer's Database as determined and permitted by DataScout from time to time.

## 6.0 Service Options.

Option	Access	Database(s)	Annual Fee	Credit Options
	Standard	Real property, GIS – Exhibits A-1 and A-2	\$3,850.00 + \$0.002/parcel per month for >25,000 parcels	\$480/yr data use credit (see Section 5)
	Standard	Individual Personal Property Exhibit A-3 (Oklahoma Excluded)	\$1,500.00	\$480/yr data use credit (see Section 5) \$520/yr if Customer agrees to ScoutAssess PP
	Standard	Commercial Personal Property Exhibit A-4 (Oklahoma Excluded)	\$1,500.00	\$480/yr data use credit (see Section 5) \$520/yr if Customer agrees to ScoutAssess PP
	Standard	Plats Data Exhibit A-5	\$860 + 1st year fee \$500*	\$360/yr data use credit
	Standard	History Cards Exhibit A-5	\$860 + 1st year fee \$500*	\$360/yr data use credit
X	Maps Plus	Real Property, GIS (no enhanced searching) Exhibit A-6	\$6,750 + \$0.004/parcel per month for >25,000 parcels	\$1,200/yr data use credit
	Premier	Real property, GIS (enhanced/interactive map features) A-6 (A-7**)	\$9,250 + \$0.005/parcel per month for >25,000 parcels	\$1,200/yr data use credit

\*First year fee of \$500 for Plats Data or History Cards Database is for conversion/installation fee.

\*\* Search options only if Customer makes one or both personal property databases available.

**6.1 Enhanced Frequency Delivery.** Customer has the option to request daily updates of certain data in Customer’s Databases free of charge. Exhibit “A-8”. GIS and other document images will only be updated monthly unless client is a license holder of DataScout OneMap – at which case the GIS information is uploaded real-time.

**6.2 Removal of Data.** Depending on the service chosen, the Customer may request that certain data included in a particular database not be displayed for Users or Subscription Users. In such case, DataScout must agree to omit the data requested by the Customer.

**6.3 Four-year Agreement Credit.** If Customer agrees to execute a Four-year Agreement, Customer shall receive a \$250.00 annual credit.

**6.4 Multiple License Credit.** Customer understands that the Multiple License Credit is based on the county purchasing multiple licenses that are simultaneously active under the Agreement. The Multiple License Credit amount is locked in for the multi-year term of the Agreement unless simultaneous licenses increase or decrease during the multi-year term of the Agreement. In the event the number of extensions to county offices decrease at the time DataScout sends Customer a new annual fee invoice, Customer understands and agrees that its annual fee may increase because the Multiple License Credit may no longer be applicable. Likewise in the event the number of extensions to county offices increase at the time DataScout sends Customer a new annual fee invoice, Customer understands and agrees that its annual fee may decrease because the Multiple License Credit may become applicable.

**7. Customer payment terms.** Refer to the MSA, Section 3 – “Fee or Payment Terms.”

**8. Delivery.**

(a) Initial database delivery. The Customer’s Database shall be delivered to DataScout in Microsoft SQL Server 2012+ or database backup format, via FTP, <ftp.datascoutpro.com>, using credentials provided by DataScout within thirty (30) days of the date of this Agreement.

(b) Subsequent database delivery. In order for DataScout to update the Customer’s Database daily as is applicable (Exhibit “8-A”, Customer shall deliver each new database to DataScout in Microsoft SQL Server 2012+ or database backup format, via FTP, <ftp.datascoutpro.com>, using the same credentials as provided by DataScout.

**9. Pricing. Customer annual actDataScout.com service:**

(a) actDataScout.com MapsPlus Access <25,001 parcels	.....	\$7,200.00
Additional fee for > 25,000 parcels - \$0.004/parcel/month		
X 24,320 parcels	.....	\$ 1,167.36
Less Optional Data Use Credit (\$100/mo -\$1,200/yr)	.....	(\$1,200.00)
(b) Multiple Year Agreement Credit	.....	(\$ 250.00)
(c) Special Credit: Fee Waived for concurrent OneMap contract	.....	(\$ 6,917.36)
<b>July 2022 – June 2024 TOTAL NET ANNUAL CUSTOMER FEE</b>		<b>\$ 0.00</b>

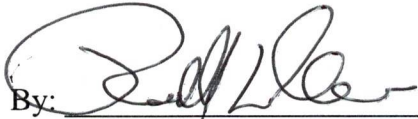
(a) actDataScout.com MapsPlus Access <25,001 parcels	.....	\$7,200.00
Additional fee for > 25,000 parcels - \$0.004/parcel/month		
X 24,320 parcels	.....	\$ 1,167.36
Less Optional Data Use Credit (\$100/mo -\$1,200/yr)	.....	(\$1,200.00)
(b) Multiple Year Agreement Credit	.....	(\$ 250.00)
<b>July 2024 – June 2026 TOTAL NET ANNUAL CUSTOMER FEE</b>		<b>\$ 6,917.26</b>

**10. Additional Services.** In the event the Customer requests any additional services beyond that provided for herein, the Customer may make such a request and if DataScout is willing to perform such Services, DataScout will provide a written proposal which shall define the scope and estimated costs for the services and before proceeding, both parties must agree to this proposal in writing.

IN WITNESS WHEREOF, the parties have caused this Work and Pricing Order to be executed on the date first above written.

**County Assessor's Office**

**DataScout, LLC**

By: 

By: Cory Scott

Name: Ron Dean

Name: Cory Scott

Title: Muskogee County Assessor

Title: Chief Operations Officer

**Muskogee County Commissioners**

County Commissioner  Date: \_\_\_\_\_

County Commissioner  Date: \_\_\_\_\_

County Commissioner \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A-1**  
**Assessor - Real Estate Database**

The Assessor Database contains but is not limited to:

A listing of each parcel of real property located in the County and containing for each such parcel the following:

Property ID  
Parcel  
Property Location (street address)  
Owner Name and mailing address  
Property Type  
Tax District  
Current Market Value (Land, Total)  
Current Assessed Value (Land, Total)  
Homestead Status, Credit Eligible, Credit Amount  
Estimated Current Ad Valorem Tax  
Legal (subdivision/S-T-R, lot, block), metes and bounds  
Transfers (deed date, book, page, deed type, stamps, grantee name)  
Land (size, unit of measure, use/dimensions)  
Residential and Commercial Buildings (property record card, occupancy, story height, exterior finish, living area, grade, year built, condition, bedrooms, full baths, half baths, heat/air, floor area, stories and units)  
Building card, ID, Structure code, description, size/dimensions, grade  
Outbuilding and yard improvements  
Custom CAMA reference tables  
Property sketch (if available)  
Property photo (if available)  
Geographical information (if available)  
Deed images (if available), **All Indexes associated with the database.**  
Millage Breakdown  
Tax Year  
Business Name

**Exhibit A-2**  
**Assessor - GIS Database**

The GIS Database contains, but is not limited to, the following:

Geocoded center points  
Parcel boundary polygons  
Base layers  
Any other layer County provides for display on internet website, and where County is custodial owner, such as:

- Contours
- Flood Plain
- Municipal Boundaries
- Zoning Maps
- Etc.

“Professional” GIS viewer will allow the following:

Professional Users shall be able to view the parcel boundaries and pan throughout the map. The



Professional users shall have access to identifying parcels with DataScout’s point and click technology, viewing layers and base maps, and utilize tools including measuring and printing tools.

**DataScout’s uses Google’s business API as its default base layer. County can opt to change the base layer at any time.**

**Exhibit A-3\* (Oklahoma Excluded)  
Assessor – Personal Property**

The Assessor Personal Property Database: The Personal Property Database contains, but is not limited to, the following:

Personal Property records:

- Assessment Number and Year
- Tax District

Personal Property Names:

- Owner ID with link to personal property record associated with it
- Full Name
- Full Address (Street, City, State, Zip)

Personal Property Vehicle Details

- Assessment Year
- Assessment Number
- Vehicle Year
- Vehicle Make
- Vehicle Class
- Vehicle Style
- Vehicle Model
- Vehicle VIN\*

\*Full Vehicle VIN not fully shown on public facing site. Only used for internal admin functions.

**Exhibit A-4\* (Oklahoma Excluded)  
Assessor – Commercial Personal Property**

Commercial Personal Master Info:

- Year
- AssessmentNumber
- TaxDistrictCode
- TaxDistrictDescription
- OwnerId
- BusinessType
- BusinessName
- Contact
- LocalAddress
- Status
- Type
- ParcelId

Commercial Personal Owner Info:

- CountyNameId
- OwnerName
- Address

Commercial Personal Inventory Info:

- AverageGoodsForSale
- AverageSupplies

AverageInventory  
InventoryRawMaterials  
InventoryWorkInProgress  
InventoryFinishedGoods  
InventoryByProducts  
InventorySupplies  
InventoryTotal  
Sales  
SalesOutside  
SalesTotal  
TotalAssessedValue

Commercial Personal Vehicle Info:

Year  
Make  
Model  
Style  
VIN  
CountyVehicleId  
AssessmentDate  
LeaseDate

Lease Info:

Year  
Sequence  
Quantity  
Item  
LeaseDate  
LeaseLength  
LessorPPAN

FFM Info:

Year  
Quantity  
Class  
Item  
YearPurchased  
PurchasePrice  
AssetType  
MarketValue

**Exhibit A-5**  
**Assessor – Document Images Database**

Plats Database  
History Cards Database

## Exhibit A-6 & Exhibit A-7

### A-6 Real Estate and GIS Databases Searching Options

#### A-7 Individual Personal Property and Commercial Personal Property Databases Searching Options\* (Oklahoma Excluded)

Applicable to searching both Exhibits A-6 and A-7 Databases:

DataScout's Applications and uses of the County databases:

- (a) DataScout's Product/Service ("Services") refers to the Licensee's web site, currently located at <http://www.actdatascout.com>, which allows users to search a variety of databases.
- (b) Users may query the Services' existing informational content from a web page accessible to DataScout's Users. The "search results" screen returned to the User shall contain the resulting information accessed/queried from the information sources of the Services, advertising banners, and other information as DataScout sees fit to publish.
- (c) The Services shall incorporate the information contained in the County Database into its existing informational content.

Applicable to searching Exhibit A-6 Real Estate and GIS Databases:

- The 'public search' will not have access to the property detail information, such as, occupancy, living area square footage, exterior wall, foundation, floor, outbuildings and yard improvements, etc., will only be available for the professional user.
- Lot dimensions will not be placed on the GIS interactive map viewer.
- Certain photos will remain offline at the discretion of the Assessor.

	<u>Standard</u>	<u>Maps Plus</u>	<u>Premier</u>	<u>Personal Property*</u>	<u>Commercial Pers. Prop.*</u>
<b>Searching</b>	A-6			A-7	
<b>General</b>					
Property type (Ag, Res, Com)	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Improved/Vacant	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Parcel #	x	x	X	x	x
Owner name	x	x	X	x	x
Property street address	x	x	X	<input type="checkbox"/>	<input type="checkbox"/>
Subdivision	x	x	X	<input type="checkbox"/>	<input type="checkbox"/>
City	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Legal	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
S-T-R	x	x	X	<input type="checkbox"/>	<input type="checkbox"/>
Exempts	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Gen. Improvements	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Transfers</b>					
Date	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Grantee	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Book/page	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>

<b>Owner Addresses</b>	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Residential</b>					
Living area	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Age	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Basement	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Construction Style	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Occupancy	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Roof Cover	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Baths (full & half)	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Heat/Air	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Commercial</b>					
Floor area	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Occupancy	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Business name	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	x
Stories	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Units	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Data Available for public view</b>					
<b>Land Use</b>	x	x	x	<input type="checkbox"/>	<input type="checkbox"/>
<b>Homestead Information</b>	x	x	x		
<b>Assessed Values</b>	x	x	x		
<b>Reports</b>	x	x	x		
Res. Property Listing	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Com. Property Listing	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Detail print	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Batch print	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Ind. Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x
Commercial Personal Property	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x
<b>Photos</b>	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sketches</b>	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Mapping</b>	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Previous Searches</b>	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>

**Exhibit A-8  
Data Frequency Chart**

Database	Frequency Available	Buffer from Receipt	Delivery Mechanism
Real Property	Daily	3 days	FTP (File Transfer Protocol)
Individual Personal Property	Daily	3 days	FTP
Commercial Personal Property	Daily	3 days	FTP
GIS	Monthly (30 days)	10 days	Jump Drive
Document Images	Monthly (30 days)	10 days	Hard Drive

**NOTE:** DataScout's ability to update the Customer's various databases at the frequencies shown is contingent upon Customer's timely delivery of new data to DataScout. Customer acknowledges that failure to deliver the updated database in the proper format may delay DataScout's ability to update the website.

**SCHEDULE 1  
WORK AND PRICING ORDER  
“FRONT PAGE” – COUNTY ASSESSOR**

This Work and Pricing Order (“WAPO”) is entered into on July 1, 2022 (“WAPO Effective Date”) by and between **DataScout, LLC (“DataScout”)** an Arkansas corporation located at 38 W. Trenton Blvd. Ste 101, Fayetteville, AR 72701, and the **Muskogee County, Assessor (“Customer”)** located at 400 W. Broadway, Rm. 210, Muskogee, OK 74401 and is subject to the terms and conditions of the **Master Service Agreement (“Agreement”)** with an Effective Date of July 1, 2022 entered into by and between DataScout and Customer.

WHEREAS, Customer desires for DataScout to develop and maintain a website and online informational portal for the Customer, known as DataScout’s “Front Page” service, so that the public is able to obtain information regarding the Customer’s office over the internet and to find links to services offered by the Customer’s office.

WHEREAS, DataScout hereby grants Customer a nonexclusive, personalized, and nontransferable site-license to use the “Front Page” website.

WHEREAS, the parties agree that references to the ‘Agreement’ or the ‘WAPO’ shall be deemed to include the Master Services Agreement, the Work and Pricing Order (WAPO), and any other Exhibits or Schedules, which are expressly made a part of this WAPO and/or of the Master Services Agreement.

**1. Term.** Subject to earlier termination as provided in the Agreement, the initial term of this WAPO shall begin on July 1, 2022 and shall expire June 30, 2023, and shall automatically renew each year for three (3) consecutive years until June 30, 2026.

**2. Customer’s “Front Page” content.** DataScout shall design and develop the Customer’s “Front Page” website with the standard options for content offered at the time by DataScout. Customer agrees that DataScout can display a “DataScout” insignia and web link at the bottom of the website pages.

**3. Customer’s Options and Specific Content.** The Customer will choose among the content standard options offered at the time by DataScout. Customer agrees that it will provide the required photographs/pictures, language, graphics/images, links, and the like to be shown on its “Front Page” website.

**4. DataScout shall provide the following with respect to the appropriate Customer’s “Front Page” website:**

(a) The “Front Page” website will have 95.0% uptime outside of all regularly scheduled upgrading, maintenance, and modifications, and also subject to downtime caused by Internet delays or such other delays as may customarily affect the availability of the Internet or web site;

(b) Provide the Customer a Secure FTP site to upload the Customer’s Information;

(c) During the license period, provide up to twenty (20) total hours of support for the initial design and development of the Customer’s “Front Page” website and subsequent initial term maintenance support for the Customer’s “Front Page” website;

(d) Install such controls to reasonably ensure protection for the integrity of the Customer's Information while hosted on the "Front Page" website, i.e., firewalls, redundancy, and secure backup copies of the Customer's Information, and DataScout will provide security procedures upon request;

(e) Offer technical support via DataScout's support desk, Monday through Friday 8 a.m. to 5 p.m., to the Customer, Subscription Users, and general public for questions regarding site functionality, navigation, and user experience;

**5. Additional Programming.** Should Customer require more than twelve (12) hours of support during the license period as set forth in Section 3(c) above, or if Customer requires additional functionality beyond the standard template options, DataScout will provide a written proposal which shall define the scope and estimated costs for the additional services and before proceeding, both parties must agree to this proposal.

**6. URL.** The Customer understands and acknowledges that it owns the internet URL for its "Front Page" website. Customer and DataScout agree that DataScout will locate and host the Customer's URL and upon payment of a \$200.00 deconversion fee, DataScout will transfer all information back to the Customer on request.

**7. Customer payment terms.** Refer to the MSA, Section 3 – "Fee or Payment Terms."

**8. Pricing.** Customer's annual "Front Page" maintenance fee is \$1,800.00.

July 1, 2022 – June 30, 2023 Development and Setup Fee.....\$ 2,900.00  
(One-Time Fee)

**2022 - 2023 TOTAL NET ANNUAL CUSTOMER FEE>>>>.....\$ 2,900.00**

July 1, 2023 – June 30, 2026 License Fee.....\$ 1,800.00  
(Annual Maintenance Fee)

**2023 - 2026 TOTAL NET ANNUAL CUSTOMER FEE>>>>.....\$ 1,800.00**

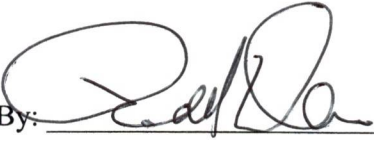
**Additional Pricing**

Additional Development .....Upon Request

IN WITNESS WHEREOF, the parties have caused this Work and Pricing Order to be executed on the date first above written.

**County Assessor's Office**

**DataScout, LLC**

By: 

By: Cory Scott

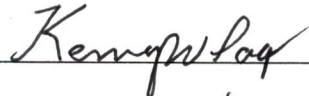
Name: Ron Dean

Name: Cory Scott

Title: Muskogee County Assessor

Title: Chief Operations Officer

**Muskogee County Commissioners**

County Commissioner  Date: \_\_\_\_\_

County Commissioner  Date: \_\_\_\_\_

County Commissioner \_\_\_\_\_ Date: \_\_\_\_\_

## MASTER SERVICES AND/OR LICENSE AGREEMENT

This **MASTER SERVICES AND/OR LICENSE AGREEMENT** (hereinafter “**Master Services Agreement**” or “**MSA**” or “**Agreement**”) made and entered into as of **April 10, 2022** (the “Effective Date”) by and between **DataScout, LLC (“DataScout”)** an Arkansas limited liability company located at 38 W Trenton Blvd. Ste. 101, Fayetteville, AR 72701, and **Muskogee County, Assessor (“Customer” defined below)** located at 400 W. Broadway, Rm. 210, Muskogee OK 74401.

WHEREAS, pursuant to the terms and conditions outlined in this Agreement, DataScout shall provide certain professional services for Customer and/or shall provide certain licenses for DataScout developed products or software, such services and/or licenses specified in a Work and Pricing Order (“WAPO”) signed by both parties, attached hereto as Schedule 1, and incorporated herein by reference. **Any Work and Pricing Order (hereinafter “WAPO”) attached hereto is subject to and incorporates the terms and conditions of this Agreement, and references to ‘this Agreement’ or ‘the Agreement’ or ‘Master Services Agreement’ shall be deemed to include any WAPO, and any other Exhibits or Schedules attached hereto or to the WAPO, all which are expressly made a part of this Agreement and/or of any WAPO.**

NOW THEREFORE, the parties mutually agree as follows:

### **1. Definitions.**

1.1. References to “Customer” include and incorporate (1) the party or parties executing this Agreement; (2) any other elected officials having access to the applicable service, license, or Database(s) through any DataScout web site(s) under the terms of this Agreement and on whose behalf and benefit this Agreement is executed; and, (3) any employee of Customer having access to the applicable service, license, or Database(s) through any DataScout web site(s) under the terms of this Agreement.

1.2. “Customer Database” refers to any database that is attached as an Exhibit to the Work and Pricing Order attached hereto and incorporated herein by reference.

1.3. The specific “services” provided Customer by DataScout are detailed in the attached WAPO and may include but are not limited to consulting services, software development and project services, data hosting services, GIS services, maintenance and/or support services, and software licenses.

1.4 “User” or “Users” refers to any company, organization, entity, elected official and employees, or individual, which may have access to the Customer’s Database(s) through the DataScout web site(s) under the terms of this Agreement



- 1.5 “Subscription User” refers to any company, organization, entity, elected official and employees, or individual, paying a subscription fee for access to enhanced features of the Customer’s data.
2. **Term.** Subject to earlier termination as provided herein, the term of this Agreement is set forth in the WAPO. (Schedule 1)
3. **Fee or Payment Terms.** The fees or payments due from Customer to DataScout and more specifically described in the WAPO, Schedule 1, shall be payable within thirty (days) of the invoice date. Customer shall be invoiced:
- a) for annual or multi-year Agreements, on January 1<sup>st</sup> each year or on the first day of the initial month of the Agreement; or,
  - b) for monthly fee Agreements, on the first day of the month; or,
  - c) for one-time fee Agreements, as agreed between the parties and as more specifically described in the WAPO, Schedule 1.

4. **Termination.**

4.1 Either party may terminate this Agreement, if the other party:

- (a) Materially breaches any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or
- (b) Becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days.

DataScout may terminate this Agreement immediately if Customer fails to pay any fee or make any payment as required in the Work and Pricing Order attached hereto and incorporated herein by reference.

4.2 **Non-Appropriation.** Notwithstanding anything contained in this Agreement to the contrary, if the Customer’s funding body or agency fails to appropriate funds for subsequent periods within the term of this Agreement, the Customer shall not be obligated to make payments beyond the then current fiscal appropriation period provided that DataScout shall have a written notification of the occurrence of the following events:

- (a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased; or
- (b) Customer has exhausted all funds legally available for all payments due under this Agreement; and

(c) Such non-appropriation did not result from any act or failure of the Customer.

In such event, DataScout's remedy shall be to terminate this Agreement at the end of the period during which notice is given and take possession of any equipment, passwords, and software licenses owned by DataScout. DataScout shall be entitled to any payments due and owing during through the end of the current period.

5. ***Ownership/Custodian.*** By entering into this Agreement, the Customer acknowledges that (a) **A county official required by law to maintain public records and who in the normal performance of official duties chooses to keep and maintain the records in an electronic record retains administrative rights and complete access to all the records;** (b) the Customer is the Custodian of the data and records residing in its Databases; (c) DataScout is not the custodian of the Customer's data and records; and, (d) that the services and products provided by DataScout do not impede public access to records in electronic form.

Except for DataScout incorporating data updates provided to DataScout hereunder by the Customer, DataScout has no responsibility for the accuracy of any data provided to it by the Customer.

6. ***Warranties of Customer.*** Customer warrants and represents that:
- (a) It has the necessary power and authority to enter into and perform its obligations under this Agreement and has properly authorized the same by all requisite action;
  - (b) It has all necessary rights to the information contained in the Customer's Database(s), including copyright or other proprietary rights, to grant to DataScout the right to use the Customer's Database(s) as may be applicable under this Agreement and the Work and Pricing Order.

7. ***Warranties and Exclusion of Warranties.***

7.1 ***DataScout Warranties.*** DataScout warrants and represents that:

- (a) It has the necessary power and authority to enter into and perform its obligations under this Agreement and has properly authorized the same by all requisite action;
- (b) It has all necessary rights to accept the use of the Customer's Database(s) as may be applicable under this Agreement and the Work and Pricing Order.

7.2 ***Exclusion of Warranties.*** ALL SERVICES, SYSTEMS AND PRODUCTS PROVIDED BY DATASCOUT UNDER THIS AGREEMENT AND ANY WORK AND PRICING ORDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CUSTOMER ACKNOWLEDGES AND AGREES THAT DATASCOUT EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH DATASCOUT'S OR

ITS AGENTS' COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. DATASCOUT DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICE OR USE OF ANY LICENSE WILL BE UNINTERRUPTED OR ERROR-FREE, OR COMPLETELY SECURE, AND EXCEPT AS EXPRESSLY STATED HEREIN DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADE SECRET OR TRADEMARK INFRINGEMENT. ALL SERVICES OR LICENSES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DATASCOUT DOES NOT MAKE AND HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL RELIANCE ON ANY REPRESENTATIONS OR WARRANTIES ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS OF QUALITY, AND ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADE SECRET OR TRADEMARK INFRINGEMENT.**

8. ***Limitation of Liability.*** NEITHER PARTY SHALL HAVE BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. IN NO EVENT SHALL DATASCOUT HAVE ANY LIABILITY WHATSOEVER FOR DAMAGE, UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF INFORMATION PROVIDED BY CUSTOMER TO DATASCOUT, OR FOR ANY SERVICE OR LICENSE DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION BY DATASCOUT. THE LIABILITY OF DATASCOUT TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO DATASCOUT BY CUSTOMER UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION AND/OR CLAIMS. THE FEES FOR THE SERVICES SET BY DATASCOUT UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, CUSTOMER HEREBY RELEASES DATASCOUT FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS SECTION. IN THE EVENT A DISPUTE ARISES BETWEEN THE PARTIES, WHETHER OR NOT RESULTING IN LITIGATION, BOTH PARTIES AGREE THAT EACH WILL ONLY BE RESPONSIBLE FOR ITS RESPECTIVE ATTORNEY FEES INCURRED.

9. ***Miscellaneous.***

- 9.1 ***Force Majeure.*** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, material change of law, riots, acts of war, and other disasters.

- 9.2 *Modification.* No modification of this Agreement shall be binding upon DataScout and the Customer unless made in writing and signed by duly authorized officers of both parties.
- 9.3 *Entire Agreement.* This Agreement, any Work and Pricing Order, and any other Exhibits or Schedules, which are expressly made a part of either this Agreement or any WAPO, constitute the entire Agreement between the parties and merges all prior and contemporaneous oral and written communications. Parol evidence shall not be considered or deemed admissible to interpret, clarify, alter, or amend this Agreement, any Work and Pricing Order, and any other Exhibits or Schedules.
- 9.4 *Waivers.* The failure of either party to require the performance of any term or condition of this Agreement shall not prevent any subsequent enforcement of this term or condition, nor shall it be deemed a waiver of any subsequent breach.
- 9.5 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer's office is located.
- 9.6 *Venue and Jurisdiction.* Customer and DataScout agree that should any claims or causes of action or any other matters in dispute are required to be settled by litigation, such shall be brought in the State or Federal Court in and for Muskogee County, Oklahoma, which courts shall be the exclusive courts of jurisdiction and venue.
- 9.7 *Severability.* A decision by any court of competent jurisdiction invalidating or holding unenforceable any part of this Agreement will not affect the validity and enforceability of any other part of this Agreement.
- 9.8 *No Third-Party Beneficiaries.* This Agreement is made solely and specifically between and for the benefit of the parties' signatory hereto, and no other person or entity whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
- 9.9 *Relationship of Parties.* Nothing in this Agreement shall make DataScout and Customer joint venturers, partners, principal, and agent, or otherwise associated in or with the business of the other. DataScout shall always remain an independent contractor of Customer and each will act independently of the other. Neither party is empowered to bind or commit the other to any contract or other obligation.

9.10 *DataScout's Proprietary Rights.* The Customer acknowledges the software and data, if any, provided under this Agreement and any corrections or other work product conceived, created or developed, alone or with any other person as a result of the license provided hereunder are the sole and exclusive property and contain the proprietary trade secrets of DataScout and cannot be sublicensed, rented, leased, sold, copied or the contents disclosed to third parties without the express prior written permission of DataScout.

The Customer agrees that it will not sub-license, rent, lease, sell or copy any of the software, including any corrections or other work product provided under this agreement without the express prior written consent of DataScout. In addition, the Customer shall not decompile, disassemble, reverse engineer, copy, transfer or otherwise use the software except as expressly permitted in this agreement.

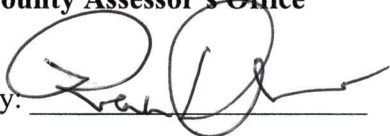
10. ***Right to independent legal advice.*** By signing this Agreement below and by signing the attached Work and Pricing Order, the Customer acknowledge that is has been given the opportunity to consult with legal counsel concerning the terms and conditions in this Agreement and attached WAPO.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be entered into the date first above written.

**County Assessor's Office**

**DataScout, LLC**

By: \_\_\_\_\_



By: \_\_\_\_\_



Name: Ron Dean

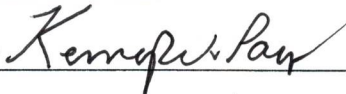
Name: Cory Scott

Title: Muskogee County Assessor

Title: Chief Operations Officer

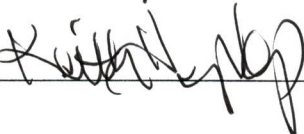
**Muskogee County Commissioners**

County Commissioner \_\_\_\_\_



Date: \_\_\_\_\_

County Commissioner \_\_\_\_\_



Date: \_\_\_\_\_

County Commissioner \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1**  
**SOFTWARE LICENSE AND SUPPORT CONTRACT**  
**WORK AND PRICING ORDER**  
**DataScout OneMap™**

This Work and Pricing Order (“WAPO”) is entered into on July 1, 2022 (“WAPO Effective Date”) by and between **DataScout, LLC (“DataScout”)** an Arkansas corporation located at 38 W. Trenton Blvd. Ste 101, Fayetteville, AR 72701, and **Muskogee County, Assessor (“Customer”)** located at 400 W. Broadway, Rm. 210, Muskogee OK 74401 and is subject to the terms and conditions of the **Master Service Agreement (“Agreement”)** with an Effective Date of July 1, 2022 entered into by and between DataScout and Customer.

WHEREAS, Customer possesses public geospatial data record information in database form (**hereinafter “Customer’s Database”**), and desires to provide certain portions of this database to DataScout for its DataScout OneMap™ software pursuant to the terms provided in this Work and Pricing Order and in the Master Services Agreement. DataScout OneMap™ is a general use enterprise web-based GIS software that allows users to create and maintain their own geospatial data, share it in real-time with other users, and analyze/report/cross-reference their datasets with each other’s datasets through specifically tailored extensions based on the Customer’s day-to-day operations. The DataScout OneMap™ software includes all the typical GIS functions such as printing, drawing, measuring, and interacting with GIS data. The DataScout OneMap™ software supports viewing and editing GIS data managed internally via extension datasets and externally via supported ArcGIS Server MapServices.

WHEREAS, the parties agree that Customer as the data content provider and as the custodian of the Customer’s records, and DataScout as the distributor of online database services, may desire to distribute services created with the Customer’s public data through an Internet web site(s), and

WHEREAS, the Customer acknowledges and agrees that the Customer has administrative control of the Customer’s records, that the Customer is and remains the custodian of the Customer’s records, that DataScout is not the custodian of any of the Customer’s records, that DataScout is prohibited from acting as the Custodian of the Customer’s records, and that the services and products provided by DataScout do not impede public access to records in electronic form, and

WHEREAS, DataScout hereby grants the Customer a nonexclusive, personalized, and nontransferable site-license to use the DataScout OneMap™ software to perform those general functions as described herein, and

WHEREAS, the parties agree that references to the ‘Agreement’ or the ‘WAPO’ shall be deemed to include the Master Services Agreement, the Work and Pricing Order (WAPO), and any other Exhibits or Schedules, which are expressly made a part of this WAPO and/or of the Master Services Agreement.

**1. Term.** Subject to earlier termination as provided in the Agreement, the initial term of this WAPO shall begin on July 1, 2022 and shall expire June 30, 2023 and shall automatically renew for three (3) consecutive year beginning on July 1 of each subsequent year and ending on June 30, 2026.

**2. Customer's Database.** The Customer agrees to provide DataScout with its full and complete Database less exempt information. From the Database provided by the Customer, DataScout agrees to provide Internet access to the Customer to the DataScout OneMap™ software.

**3. Scope of Services with respect to the DataScout OneMap™ software:**

(a) For the term of this contract, Customer shall have use of the DataScout OneMap™ software. Such use for the Customer and its employees includes both viewing, creating, and editing data contained within the DataScout OneMap™ software. **Such use for the Customer's third-party contractors are limited to viewing the DataScout OneMap™ software. Under no circumstances are the Customer's third-party contractors to edit the DataScout OneMap™ software under the Customer's nontransferable site-license without expressed written permission from DataScout.**

(b) DataScout shall resolve questions or problems resulting from the authorized use of the DataScout OneMap™ software by the Customer, either by telephone, Internet access, or onsite visit.

(c) DataScout may make revisions to the DataScout OneMap™ software deemed mutually beneficial that result from Customer's suggestions or by DataScout's action. Customer suggestions for improvements or product enhancements may be released at DataScout's discretion.

(d) DataScout shall provide the Customer service and technical support to the DataScout OneMap™ software. **DataScout is not required to provide service or technical support to third-party entities that may have gained access to the DataScout OneMap™ software.**

(e) DataScout shall provide Customer and its employees training **during the initial term** of this Agreement as follows: (1) a one-time in-house training session for Customer's employees covering basic use of the DataScout OneMap™ software with a subsequent (1) one-time in-house training session covering data editing and advanced tools in the DataScout OneMap™ software. A request for the initial term training sessions shall commence with the Customer contacting DataScout's Support and Training Coordinator.

(f) A request for Customer service and technical support shall also commence with the Customer contacting DataScout's Support and Training Coordinator. Contact with the Coordinator can be made during regular work hours: typically, Monday through Friday from 8:00am to 5:00pm.

Phone: 501-771-2985 extension 933  
Email: support@datascoutonemap.com

(g) All data created and displayed on the DataScout OneMap™ software within the Customer's offices may be made available online for public view and consumption at Customer's option for a fee and at the availability through ACTDataScout.com upon Customer's executing DataScout's web hosting Agreement which shall govern the terms of such hosting. (See Exhibit A Section 3 attached hereto)

**4. Annual Customer Fee.** In consideration of said software and services set forth herein, the annual support and maintenance fee for the DataScout OneMap™ software is as set forth below in paragraph 7 "Pricing."

**4.1 Four-year Agreement Credit.** If Customer agrees to execute the agreement with four (4) consecutive years of automatic renewal, Customer shall receive a \$250.00 annual credit.

**4.2 Multiple License Credit.** Customer understands that the Multiple License Credit is based on the county purchasing multiple licenses that are simultaneously active under the Agreement. The Multiple License Credit amount is locked in for a one (1) year term as well as for the three (3) consecutive years of automatic renewal unless simultaneous licenses increased or decreased during the initial term or renewals of the Agreement. In the event the number of extensions to county offices decrease at the time DataScout sends Customer a new annual fee invoice, Customer understands and agrees that its annual fee may increase because the Multiple License Credit may no longer be applicable. Likewise in the event the number of extensions to county offices increase at the time DataScout sends Customer a new annual fee invoice, Customer understands and agrees that its annual fee may decrease because the Multiple License Credit may become applicable.

**5. Customer payment.** Such fee as appropriate shall be invoiced to the Customer on or after the effective date of this Agreement and thereafter on July 1st of each year and will be payable within thirty (30) days of the date of invoice. Customer specifically acknowledges that failure to make payment when due may, at DataScout's discretion, be treated as a material breach of the WAPO and Master Services Agreement entitling DataScout to immediately terminate the WAPO and Master Services Agreement. In the event the Agreement is terminated for whatever reason, Customer acknowledges that such termination shall not terminate, diminish, or otherwise affect Customer's obligation to pay any fees and costs, which have accrued under the Agreement.

## **6. Delivery.**

(a) **Initial Database delivery.** Customer's Database shall be delivered to DataScout in industry standard GIS formats, such as but not limited to 'shape files' or a KML file, and shall include aerial imagery, any associated layers, and any other associated attributes, via FTP, ftp.datascoutpro.com, using credentials provided by DataScout within thirty (30) days of the date of this Agreement.

(b) **Subsequent Database delivery.** In order for DataScout to update Customer's Database, Customer shall deliver each new Customer's Database to DataScout as set forth above in 6.(a). **Customer acknowledges that updated Databases it delivers to DataScout shall not exceed the Storage Allotment of 50 GB and Customer further acknowledges that it has permission and authority to use any new data included and sent to DataScout in subsequent Database deliveries.** Customer acknowledges that failure to deliver the updated Customer's Database in the proper format may delay DataScout's ability to update the website.



**7. Pricing.**

**Extension: Assessor, Tier 3**

July 1, 2022 – June 30, 2023 License Fee.....	\$ 4,644.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ __N/A__
Multiple Year Agreement Credit.....	\$ (250.00)
Training and Setup Fee.....	\$ 3,000.00
<b><u>2022 - 2023 TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;.....</u></b>	<b><u>\$ 7,394.50</u></b>

**Extension: Assessor, Tier 3**

July 1, 2023 – June 30, 2026 License Fee.....	\$ 4,644.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ __N/A__
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>2023 - 2026 TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;.....</u></b>	<b><u>\$ 4,394.50</u></b>

**8. Additional Services.** In the event the Customer requests any additional services beyond that provided for herein, the Customer may make such a request and if DataScout is willing to perform such Services, DataScout will provide a written proposal which shall define the scope and estimated costs for the services and before proceeding, both parties must agree to this proposal. Examples of additional services that may be provided by DataScout upon the Customer's agreement to the scope and estimated costs for the additional services are as follows:

- (a) Upon request by the Customer, DataScout may provide professional GIS support and/or consulting services, either by telephone and/or internet access, to answer questions, resolve issues and/or provide solutions that may result from the Customer's authorized use of ESRI desktop software applications and to answer questions and resolve issues and/or problems related to general GIS data layer development, data editing, data management, etc. Such services may consist of (but are not limited to) software installation, configuration, customization, management and maintenance of the Customer's ArcGIS Server Spatial Database (SDE), 3<sup>rd</sup> party vendors utilizing DataScout OneMap™ or otherwise, integration of 3<sup>rd</sup> party software, database extraction and import, and hardware problems that may arise from GIS software or otherwise. Telephone/Internet support does not include support for software systems other than DataScout OneMap™.
- (b) Upon request by the Customer, DataScout may provide special programming or customize programming. This may include providing software upgrades that are not mere improvements as described in Section 3.(c).

(c) Upon request by the Customer, DataScout may conduct GIS training sessions utilizing ESRI desktop software applications and functionality. The focus will be as "hands-on" training sessions to acquaint the Customer(s) with software functionality, enhancements, and related issues such as development, management and manipulation of GIS data. Training may be conducted at the Customer's or DataScout location or by using remote training software, using the Customer's existing software and data.

**9. Customer to provide.** To utilize the DataScout OneMap™ software, Customer must have access to the Internet which permits access to DataScoutPro.com, DataScoutLink, and HomesteadFinder.net. The DataScout OneMap™ software will perform optimally with high speed SL or Cable internet with a 5Mbps download and 2 Mbps upload speeds. However, if Customer does not have high speed internet available, the DataScout OneMap™ software will perform as needed, but possibly at a slower speed.

Optimal internet browsers for the DataScout OneMap™ software are Internet Explorer versions 10+, Firefox, Google Chrome, and Safari.

It is suggested that the Customer will need minimum hardware and software as follows:


- CPU: Pentium III 300-MHz
- Memory: 1 GB or more highly recommended
- Operating System: Windows 10

Network connection for Internet access

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed by their duly authorized representatives, effective the date first above written.

**County Assessor's Office**

**DataScout, LLC**

By: 

By: Cory Scott

Name: Ron Dean

Name: Cory Scott

Title: Muskogee County Assessor

Title: Chief Operations Officer

**Muskogee County Commissioners**

County Commissioner  Date: \_\_\_\_\_

County Commissioner  Date: \_\_\_\_\_

County Commissioner \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit A – DataScout OneMap™ – Local Government**

### **1. Standard site-license**

The Standard site-license for the DataScout OneMap™ software provides the Customer total Storage Allotment of 50 GB. For an additional fee, Customer may obtain an additional Storage Allotment of 20 GB.

### **DataScout OneMap™ Storage Allotment**

The storage allotment is the accumulated hard drive space required to house all Customer data which includes Extension datasets, user project data, and any hosted imagery. Additional 20 GB of Storage Allotment can be purchased for \$250.00.

### **Internal Data Management**

Internal data management is the ability for the user to create and edit data that is housed within the DataScout OneMap™ system. This includes Extension datasets and map markup. Note that self or third party hosted feature services are not included in this category, so they will always be fully supported at all license levels (including editable feature services).

### **2. DataScout OneMap™ Extensions available for local government.**

#### **DataScout OneMap™ Assessor Office Extension - Overview**

The DataScout OneMap™ Assessor's Office Extension (AOE) is designed to facilitate the maintenance, reporting, and managing of the parcel boundary dataset along with other relevant assessor datasets such as use layers, building footprints, and improvement only points. The AOE is designed to integrate fully with actDataScout.com's public records website for ease of reporting and querying additional information about parcels. Optionally, it is also designed to integrate fully with ACT's CAMA software. The AOE provides a simplified workflow for performing day to day parcel maintenance such as splits and combinations including automation where feasible. The extension also cross references drawn parcels with other datasets to help find potential problems and suggest fixes.

#### **DataScout OneMap™ Addressing Extension – Overview**

The DataScout OneMap™ Addressing Extension (AE) is designed to facilitate the maintenance, reporting, and managing of the address and centerline datasets. The AE provides a simplified workflow for performing day to day address assignment and mapping along with updating and maintaining the centerline dataset using the newest state standards. The extension also cross references drawn addresses and centerlines with other datasets to help find potential problems and suggest fixes. This extension is designed to aid the Customer in keeping a uniform addressing system across all datasets managed within the DataScout OneMap™ whether that is parcel, voter, or physical addresses.

#### **DataScout OneMap™ Emergency Management Extension – Overview**

The DataScout OneMap™ Emergency Management Extension (AME) is designed to aid emergency personnel before, during, and after an emergency. Prior to an emergency, users can map vital information such as landing zones, hydrants, service boundaries, storm shelters, etc. in order to be prepared when a disaster occurs. During an emergency, disaster areas can be mapped; field notes can be created and images attached while in the field; addressing, structure occupants,

and other information can be easily gathered; and all data can be shared in real time with all response teams. After an emergency, statistics can be compiled from the disaster area, individual assistance can be generated directly from field notes, and field inspections can be planned and documented. All data is easily shared with other county offices that need to mobilize after a disaster such as an Assessor's reappraisal team or the road and bridge department.

### **DataScout OneMap™ Road and Bridge Extension - Overview**

The DataScout OneMap™ Road and Bridge Extension (RBE) is designed to facilitate the maintenance, reporting, and managing of bridge, culvert, and road maintenance datasets along with other relevant datasets. The RBE provides a simplified workflow for recording and analyzing day to day maintenance. The extension also utilizes datasets from other offices such as centerlines from the AERE to prevent duplication of efforts and a standardization of data between offices.

### **DataScout OneMap™ Voting Extension - Overview**

The DataScout OneMap™ Voting Extension (VE) is designed to facilitate calculating, analyzing, and reporting on voter registration information along with other relevant voting datasets. The VE provides a simplified workflow for determining the correct voting districts at any point or address, reporting on district stats, finding voter registrations coded for the wrong district, and searching and viewing voter registrations spatially. The extension also utilizes datasets from other entities such as address points from the local addressing authority, municipal boundaries from the Arkansas GIS Office, and district boundaries from the Secretary of State. Redistricting tools will be introduced prior to the 2020 census to facilitate the process of quickly and easily changing district boundaries, generating legal descriptions, and automating the process of submitting changes to the Secretary of State and Arkansas GIS Office.

### **DataScout OneMap™ Law Extension - Overview**

The DataScout OneMap™ Law Extension (LE) is designed to provide a division of the Customer, such as the Sheriff's Office, the ability to maintain a generic set of layers. Similarly, to map markup, these layers include polygons, lines, and points and can represent any type of geographic data. However, unlike map markup, these layers can be secured so that only users of the LE can access them. The LE also enables the attachment of pictures and documents to any features created in the generic layers.

### **DataScout OneMap™ Environmental Extension - Overview**

The DataScout OneMap™ Environmental Extension (EE) is designed to assist Wastewater Permit creation and subsequent field investigation reports. It will allow users to create nuisance/wastewater complaints and subsequent field inspections. Selection, reporting and viewing the complaints and permits on the map and view them in relation to other datasets. Several predesigned reports for dynamic generation any time. The EE also enables the attachment of pictures and documents to any features created in the generic layers.

### **3. DataScout OneMap™ Extensions available for Public View Access - Overview**

All data created and displayed on DataScout OneMap™ within the Customer's office may be pushed online under our actDataScout.com platform which provides value added searching capabilities to the information held within your office upon execution of DataScout's web hosting license agreement under ActDataScout.com.

### **4. Optional Service Packages**

Customer has the option to choose the Plus Access or Premier Access service package with the additional benefits as set forth below. The pricing for these optional service packages is provided above in Section 7 of the WAPO.

(a) Plus Access. If the Customer requests, DataScout shall provide Plus Access which includes the standard license to OneMap plus additional services as follows:

- Three (3) – 48" x 36" printed wall maps (upon request)
- One (1) on-site training/visit per year, not to exceed 8 hours of total time including travel (during the initial year of a four-year Agreement, this training visit is in addition to the training sessions provided by DataScout and referenced in Section 3.(e) of the WAPO)
- Data Storage will increase to 100 GB
- 20 hours of mapping staff augmentation

(b) Premier Access. If the Customer requests, DataScout shall provide Premier Access which includes the standard license to OneMap plus additional services as follows:

- Six (6) – 48" x 36" printed wall maps (upon request)
- One (1) on-site training/visit per year, not to exceed 8 hours of total time including travel (during the initial year of a four-year Agreement, this training visit is in addition to the training sessions provided by DataScout and referenced in Section 3.(e) of the WAPO)
- Data Storage will increase to 250GB
- 40 hours of mapping staff augmentation

**NOTE: The additional services included above for the Plus Access and Premier Access service packages are to be used by Customer during the first year following execution of this WAPO. For example, services such as on-site training, staff augmentation, or DataScout Engage tickets, cannot be carried forward to another year even if the Customer executes a Four-year Agreement (Section 4.1 WAPO). However, in the event the Customer executes a Four-year Agreement for either of the above service packages, Customer will receive all the benefits listed above for the applicable service package during each year of the Four-year Agreement.**