



This document is to serve as a Website Hosting, Domain Services and Office 365 user software Renewal Agreement to be effective October 28, 2022 between SPARK I/T Services and Muskogee Board of County Commissioners. The Original Agreement dated October 28, 2019 for reference purposes is included as Attachment I and has been renewed annually for 2020-2021 and 2021-2022 periods previously.

This Renewal Document serves as a one (1) year term agreement from October 28, 2022 to October 28, 2023, with auto renewal between SPARK I/T Services, LLC located at 105 N. York Street, Muskogee, Oklahoma, 74003, <https://sparkservices.net>, support@sparkservices.net, hereinafter referred to as "Host", and Muskogee Board of County Commissioners, 400 West Broadway, Muskogee, Oklahoma 74003, hereinafter referred to as "Client". The Host and Client shall be collectively referred to as the Parties. Under this renewal agreement, the Host will continue to provide Web Hosting and related services to the Client, Domain services for the two Client Domains, readymuskogee.org and muskogeecounty.org which will be further developed during the 2022-2023 Agreement period. In addition, the Agreement will now incorporate the Office 365 software billing for 12 end-users which has been invoicing separately for the client. This addition amends Paragraph 2 and 6 of the original Agreement dated October 28, 2019 and any subsequent renewals as follows:

2. Provisioning of Services

The Host agrees to continue providing the Client with website hosting services, consisting of web site server space, e-mail capability, and such additional services that may be provided by the Host from time to time as referenced in the original Web Hosting Agreement, Attachment I, dated October 28, 2019, Paragraph 2, Provisioning of Services. The Host will continue to manage the readymuskogee.org domain on the Host's server until such time as the client requests decommissioning of the domain and the gradual move of its users over to the new domain, muskogeecounty.org. The muskogeecounty.org domain will also reside on the Host's server which is pending the approval of a secure domain server requirement of dotgov.gov to complete the delegation of authority over the domain to Muskogee Board of County Commissioners. The provisioning of Office 365 software for existing and any new users will now be incorporated into this Agreement. There is no longer a Letter of Agency requirement as reference in the original Agreement until otherwise advised by the Client. All other terms of service and provisioning contained in the Original Agreement, dated October 28, 2019 and the current Web/Domain Amendment Agreement, dated October 28, 2021, Attachment II, remain as stated in Paragraph 2.

6. Payment Terms

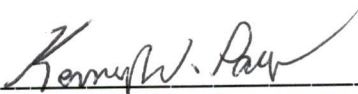
Under this Renewal Agreement, Client agrees to pay the Host an amount of \$222.00 monthly for web hosting, Domain services, and Office 365 software support. Additional users of Office 365 will be added to the monthly service at the rate of \$6.00 per user. All other terms of payment for services stated in the Original Hosting Agreement, Attachment I dated October 28, 2019 and the current Web/Domain Amendment Agreement, Attachment II, dated October 28, 2021, remain as stated.



Acceptance:

By accepting this Agreement and using Host's Website Hosting, Domain Services and Office 365 User Software Support, client agrees to be bound by all the terms and conditions of this Renewal Document and the Original Hosting and Domain documents attached as stated above.

Muskogee Board of County Commissioners:



Authorized Member Signature - Kenneth W. Payne, Chairman

Authorized Member Signature – Ken Doke

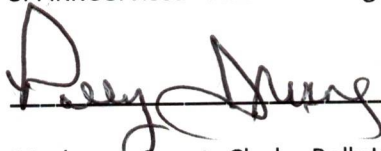


Authorized Member Signature – Keith Hyslop

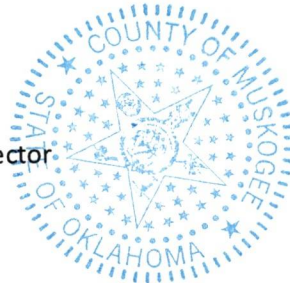
SPARK I/T Services, LLC



SPARK Services – Authorized Signature - Sheryl McCoy, National Sales Director



Muskogee County Clerk – Polly Irving



10/17/2022

Date

Website Hosting Agreement

This Website Hosting Agreement ("Agreement") is entered into on 28th day of Oct 2019, 2019 by and between SPARK Services, 105 N York Street, Muskogee, Oklahoma, 74403, <https://sparkservices.net>, support@sparkservices.net, hereinafter referred to as Host and Muskogee Board of County Commissioners, 400 West Broadway, Muskogee Oklahoma, 74403, hereinafter referred to as "Client. The Host and the Client shall be collectively referred to as the Parties. Under this Agreement, the Host will provide Web Hosting and related services to Client. The parties agree as follows:

1. Acceptance

By accepting this Agreement and using Host's Website Hosting Services ("Services"), Client agrees to be bound by all the terms and conditions of this Agreement.

2. Provision of Services

Host agrees to provide Client with website hosting services, consisting of website server space, e-mail capability, internet access, domain name registration, and such additional services, as may be provided by Host from time to time. Host reserves the right to change or modify the features of Client's service plan from time to time on 365 days written or e-mailed notice to Client. Client's continued use of Host's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Host's modification of the terms and conditions of this Agreement.

3. Agreement Term

The initial term of this Agreement shall commence on the date of execution of this Agreement and shall continue through the remainder of the calendar month in which this Agreement was executed (the "Initial Term"). After the initial term, this Agreement shall be automatically renewed for successive monthly periods until terminated by one of the parties as provided in this agreement.

4. Termination without Cause

- (a) Client may terminate this Agreement at any time, for any reason, by contacting Host, either by phone or e-mail, and requesting that Client's account be canceled. In the event of a cancellation, Host will not refund amounts already billed for the current monthly service period in which Client terminates the Agreement. Any amounts paid in advance by Client for future service terms following the current monthly service term will be promptly refunded by Host.
- (b) Host may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Client's primary website e-mail contact address no less than 30 days prior to the service termination.

(c) If either Party terminates this Agreement, Host will back up all Client's current Website content, databases, and e-mail messages as an archive file, and send them to Client either as an attachment to an e-mail or via other file transfer process, or mail them to Client in the form of a CD-ROM.

5. Termination for Cause

Client agrees to abide by the terms of this Agreement and by Host's general use policies as set forth in this Agreement, as those policies may exist from time to time. Host may change its use policies on 365 day written notice to Customer by e-mail message, mail, or facsimile transmission. Any violation by Client of the terms of this Agreement or of Host's general use policies shall be grounds for immediate termination of Client's account for cause. If Host terminates Client's account for a violation of this Agreement, Host shall not be required to refund any amounts billed for the billing period in which Host terminates Client's services.

6. Payment Terms

(a) Client agrees to pay Host an amount of \$50.00 monthly for the Host's services. Host reserves the right to change or modify its charges for Client's plan from time to time on 365 days notice written or e-mailed to Client. Client's continued use of Host's services after receipt of such a notice shall constitute Client's acceptance of and Agreement to be bound by the Host's modified charges for its services. Additional charges for add-on services not included in Client's plan will be made as mutually agreed upon.

(b) Service charges are payable in advance on a monthly basis. Host will invoice Client at the beginning of each payment period. Host will submit all invoices to Client by e-mail. Payment is due immediately upon receipt of invoice. Payments can be made online or by check.

(c) Client agrees to be billed for all recurring and one-time charges, including late charges, for any services ordered by Client and any fees owed to Host.

(d) Any charges for upgrading Client's current hosting package, or performing add-on requests, will not be billed until the next invoice.

7. Taxes

Host shall not be liable for any taxes and other governmental fees related to purchases made by Client or from Host's server. Client agrees that s/he will be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to Client by Host.

8. Materials and Products

Any material and data Client provides to Host in connection with Services shall be in a form requiring no additional manipulation on the part of Host. Host shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement. Host, in its sole discretion, may reject material or data that Client has

placed on Host's servers or that Client has requested that Host put on Host's servers. Host agrees to notify Client immediately of its refusal of any material or data and provide Client with an opportunity to amend or modify the material or data to meet the Host's requirements. Client's failure to amend or modify the data or material as directed by Host within a reasonable time shall be a breach of this Agreement.

9. Electronic Mail Abuse

Harassment by e-mail, whether through language, frequency, or size of messages, is prohibited. Client may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, Client must not send that person any further e-mail. Clients are explicitly prohibited from sending unsolicited bulk e-mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Clients may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings. Malicious e-mail, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited. Forging of header or any other information is not permitted. Subscribing someone else to an e-mail list or removing someone else from a mail list without that person's permission is prohibited. Host's accounts or services may not be used to collect replies to messages sent from another Internet Service Provider if those messages violate this Agreement or any usage policy of that other provider. Violations of this Agreement will result in immediate account termination and provider reserves the right to charge an administrative clean-up fee of up to \$ 0 and a deactivation fee of \$ 0.

10. Violations of Network Security

Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:

- (a) Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
- (b) Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.
- (c) Attempting to interfere with service to any Client, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".

(d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. (e) Taking any action in order to obtain services to which the Client is not entitled.

11. Warranty against Unlawful Use

Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.

12. Liability; No Warranty; Limitation of Damages

(a) Client expressly agrees that use of Services provided by Host is at Client's sole risk.

(b) Host guarantees 99.9 percent uptime for its Web servers. If uptime for Client's Web server falls below 99.9 percent during any given month (or specify other payment period), Host will credit Client as follows: A monthly credit on your invoice. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Host's services under this Agreement. Host shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.

(c) Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.

(d) Host, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Host's records, programs, or services.

(e) Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.

(f) Host makes no warranties or representations of any kind, express or implied, for the services it is providing. Host also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

13. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

(b) Client expressly warrants to the Host that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Host servers.

14. **Hardware, Equipment, and Software** Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Host servers. Host makes no representations, warranties, or assurances that Client's equipment will be compatible with Host Services.

15. Age

Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Host account are at least 18 years of age.

16. Indemnification

Client agrees to defend, indemnify, and hold Host harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Host, its agents, servants, officers, and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, Client's agents, employees, or assigns. Client further agrees to defend, indemnify, and hold harmless Host against liabilities arising out of:

(a) Any liability to Host arising by virtue of any use of Host's services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet;

(b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client;

(c) Any material supplied by Client infringing or allegedly infringing on the property or proprietary rights of a third party;

(d) Copyright or trademark infringement by Client, or violation by Client of intellectual property rights of any other party; and

(e) Any defective product which Client sold or distributed by means of Services. Client agrees that the liability limit of Host shall in no event be greater than the aggregate dollar amount which Client paid during the terms of this Agreement, including any reasonable attorneys' fees and court costs.

18. Notice

Client agrees to keep Host informed of all current contact information for Client's account. Changes in Client's account information may be reported to Host by e-mail at support@sparkservices.net or on Host's website located at https://sparkservices.net. Failure to maintain or keep current all contact information shall be a ground for Host to terminate Client's account for cause.

19. Governing Law

This Agreement has been entered into in the State of Oklahoma, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state.

20. Severability

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

21. Waiver

No waiver by Host of any breach by Client of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

22. Entire Agreement

This Agreement shall constitute the entire agreement between Client and Host, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

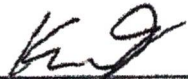
23. Signatures

This Agreement shall be signed on behalf of SPARK Services by Robert E Allen Jr, its CEO/Owner, and on behalf of Muskogee Board of County Commissioners by the Muskogee Board of County Commissioners.


This Web Hosting Agreement is executed and agreed to by:

Robert E Allen Jr
robert@sparkservices.net

Attest: _____




Ken Doke,
Muskogee Board of County Commissioners, Chairman





Stephen Wright,
Muskogee Board of County Commissioners, Member

Kenny Payne,
Muskogee Board of County Commissioners, Member



Dianna Cope
Muskogee County Clerk



This document is to serve as a Website Hosting and Domain Services One Year Renewal Agreement to be effective October 28, 2021, which includes provision of services included in Agreements dated October 28, 2019, Web Hosting Services and October 28, 2020 Renewal Agreement with Amendment for Domain Services auto renew.

This Renewal Document serves as a one (1) year term agreement from October 28, 2021 to October 28, 2022, with auto renewal between SPARK I/T Services, LLC located at 105 N. York Street, Muskogee, Oklahoma, 74003, <https://sparkservices.net>, support@sparkservices.net, hereinafter referred to as "Host", and Muskogee Board of County Commissioners, 400 West Broadway, Muskogee, Oklahoma 74003, hereinafter referred to as "Client". The Host and Client shall be collectively referred to as the Parties. Under this renewal agreement, the Host will continue to provide Web Hosting and related services to the Client and Domain services for the two Client Domains, readymuskogee.org and muskogeecounty.org.

1. Provisioning of Services:

The Host agrees to continue providing the Client with website hosting services, consisting of website server space, e-mail capability, and such additional services that may be provided by the Host from time to time as referenced in the original Web Hosting Agreement, Attachment 1, dated October 28, 2019, Paragraph 2, Provisioning of Services. Under the provisions of Attachment 1, the October 28, 2020 Renewal Amendment Agreement, Attachment 2, and this Renewal Agreement, the Host will continue to act on behalf of and as directed by the Client as the Client's Agent to Suddenlink on any outstanding Internet issues until such time as all disconnects are complete. A Letter of Agency (LOA, Attachment III) is provided for current signatures which will authorize the Host to continue to interact with the carrier if required. The Host will continue to manage the readymuskogee.org domain on the Host's server until such time as the client requests decommissioning of the domain and the gradual move of its users over to the new domain, muskogeecounty.org. The muskogeecounty.org domain will also reside on the Host's server pending the approval of the request from Client in the letter dated 8-25-21 and signed by Chairman of the Board of County Commissioners, Keith Hyslop, which will provide delegated authority to the Muskogee County over the domain (Attachment IV).

2. Payment Terms


Under this Renewal Agreement, Client agrees to pay the Host an amount of \$129.00 monthly for web hosting and domain services. All other terms of provisioning of services stated in the Original Hosting Agreement, Attachment I and Domain Amendment Agreement, Attachment II dated October 28, 2020, remain as stated.





Acceptance:

By accepting this Agreement and using Host's Website Hosting and Domain Services, client agrees to be bound by all the terms and conditions of this Renewal Document and the Original Hosting and Domain documents attached as stated above.

Muskogee Board of County Commissioners:


Authorized Member Signature


Authorized Member Signature


Authorized Member Signature

SPARK I/T Services, LLC


SPARK Services – Authorized Signature

Muskogee County Clerk

Date