

Agency

Purchase Order



Supreme Court
SUPREME COURT OF OKLAHOMA
ACCOUNTING DEPARTMENT
1915 N STILES, STE 305
OKLAHOMA CITY OK 73105

Vendor: 0000214958
KELLPRO INC
101 S 15TH ST
DUNCAN OK 73533-4361

Dispatch via Print

Purchase Order	Date	Revision	Page
6779002400	09/21/2009		1
Payment Terms	Freight Terms		Ship Via
0 Days	Free on board at Destination		Common
Buyer	Phone		Currency
Janice J. Hall (580)	405/522-0702		USD

Ship To: SUPREME COURT OF OKLAHOMA
MIS DEPT
1915 N STILES, STE 305
OKLAHOMA CITY OK 73105

Bill To: SUPREME COURT OF OKLAHOMA
ACCOUNTING DEPARTMENT
1915 N STILES, STE 305
OKLAHOMA CITY OK 73105

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	0961	Miscellaneous professional services	1.0000	SUM	1,150,000.0000	1,150,000.00	09/21/2009

VARIOUS COURT SYSTEM SERVICES BY KELLPRO FOR THE MAINTENANCE, CONVERSION AND REPORTING OF DATA IN 64 DISTRICT COURTS THROUGHOUT THE STATE OF OKLAHOMA DURING FY2010 (SEE STATEMENT OF WORK AND EXHIBITS A - D)

CONTRACT PERIOD: FY2010; JULY 1, 2009 THRU JUNE 30, 2010. ONE YEAR WITH OPTION TO RENEW FOR FIVE (5) ADDITIONAL ONE YEAR PERIODS.

Total PO Amount 1,150,000.00

COMMENTS:

VENDOR CONTACT: TIM KELLER
PH: (580) 255-5553 FAX: (580) 252-4009

PURCHASE CONTACT: MICHAEL SMITH
PH: (405) 522-4690 FAX: (405) 521-6815
EMAIL: MICHAEL.SMITH@OSCN.NET

MIS CONTACT: JERRY WARD
PH: (405) 522-3328
EMAIL: JERRY.WARD@OSCN.NET

Authorized Signature



State of Oklahoma
Department of Central Services
Central Purchasing

Statement of Work (SOW)

The undersigned hereby certify to the parties' agreement for the vendor named herein to perform the services outlined in the attached Statement of Work, in accordance with the terms of this contract.

Project Scope Summary (a general narrative of the needs and scope of the project):

See Attached Statement of Work Document (Exhibit A) and KellPro Reports Document (Exhibit B)

General Requirements (define the specific requirements to be met by this project)

Current Maintenance of the KellPro Case Management System in 64 District Courts and to achieve a smooth transition to a new unified statewide case management system in accordance with the Terms and Conditions as set forth in Exhibit D.

Deliverables (define the products or work plan to be delivered):

See attached Statement of Work Document (Exhibit A) and KellPro Reports Document (Exhibit B)

Schedule of Deliverables (indicate sequence of deliverables):

See attached Statement of Work Document (Exhibit A) and KellPro Reports Document (Exhibit B)

Timeline (indicate anticipated completion timeline):

FY2010; Effective date of last signature thru June 30, 2010 with option to renew for up to five (5) additional one year periods

Costs (define how costs are to be provided, i.e. "turnkey" and/or "hourly by skill set" and/or deliverables and/or milestones)

Invoices will be billed monthly according to hourly rates as set forth in KellPro's Cost Proposal for Services (Exhibit C). MIS Director or Deputy will provide approval of all invoices to Accounts Payable prior to payment.

The contractor's response shall include:

1. A written narrative addressing their understanding and approach to address the Project Scope, Deliverables; Schedule; and Timeline.
2. The skill sets and hours required of each to complete project.
3. Resumes from associates to be assigned to this project.
4. Provide a detailed list of costs – costs may be either "total project turnkey" costs or hourly costs by skill set required as defined by the SOW.

NOTE: Upon satisfactory completion, the parties will execute a DCS Form 051 Certificate of Completion and Acceptance, in accordance with this contract.

This quotation remains valid for 120 days from the date signed by vendor named below.

This document must be completed and signed by all parties listed before any service can be performed. No additional terms or conditions will be added to this Statement of Work. The Statement of Work only details how the specific services required will be completed.

This SOW is hereby agreed to by:
(List name and address of ordering agency)

Administrative Office of the Courts
Supreme Court of Oklahoma

This SOW is hereby agreed to by:
(Vendor Name and Address)

KECLPRO, INC

By: Michael D. Evans
Authorized Signature

By: Michael T Keller
Authorized Signature

Name: Michael D. Evans
Type or Print

Name: MICHAEL T KELLER
Type or Print

Date: Aug 7, 2009

Date: Aug 7, 2009

Purchase Order #: _____

Contact Person: _____

Phone #: _____

**KellPro Contract Services Statement of Work
As directed by the Supreme Court**

1. Statewide Interim Enhancements
 - 1.1. NICS Improvement Act
 - 1.1.1. Batch Transfer (initial)

 - 1.1.2. Automated Extract and Transmittal
 - 1.2. Warrant Collections
2. Data Clean-up
 - 2.1. Standardize codes: case types; offenses; appearance types; others
 - 2.2. Data scrubbing
 - 2.3. Automated name merge
 - 2.4. Fix referential integrity errors
 - 2.5. Exception & manual clean-up reports
 - 2.6. Standardize database structures/schemas
3. Conversion of KellPro case records in Cleveland County
4. Statistical Reporting (see attached KellPro reports table)
 - 4.1. Existing reports
 - 4.2. New reports
 - 4.3. Ad hoc reports (including transaction, configuration, and access reports)
5. System documentation
 - 5.1. Database schemas
 - 5.2. County-to-county variances: software and database
 - 5.3. Third party software requirements
 - 5.4. Hardware requirements
 - 5.5. Communication requirements
6. Support for Statewide Credit Card System Rollout
 - 6.1. On-site "go-live" support
 - 6.2. Hardware and software support
 - 6.3. End user training

Exhibit B

5/20/2009

KellPro Reports

Report Name	Type	Existing (Y/N)	Description
1. Quarterly Caseload Statistic Report	Case Statistics	Yes	Details numbers of cases filed, disposed and pending for each quarter broken down by case type. This report also includes the numbers of licenses issued broken down by license type, numbers of juries impaneled, number of cases where attorneys fees were paid from the Court Fund, and the totals paid for Sheriff, Indigent Defense, CLEET and Dispute Mediation.
2. Fiscal Year Caseload Statistic Report	Case Statistics	No	Report would sum the totals on each quarter's caseload statistics into one yearly report.
3. Ad Hoc Case Statistics Reports	Case Statistics	No	Ad hoc reports would be provided on an as needed basis, including but not limited to: a) <i>Legislative Fiscal Impact Requests</i> - determine the financial impact of proposed legislation by looking at number of case or specific crime filings b) <i>Number of case filings for a specific case type, specific crime or civil issue</i> - determine trends in case filings for the AOC
4. Annual Applied Fees Worksheet	Financial	Yes, but needs modifications	Details all fees paid to all entities for a fiscal year. <i>Proposed Changes:</i> 1. Standardize the name of the fees or accounts so they are the same for every county. Currently, each KellPro county determines what they name each fee. 2. Group the fees by payee name so when the AOC receives the report, it does not have to add several accounts together to determine a single total. Use the AOC's Fee Description and Distribution as a guide to determining a fee's payee's name.
5. Court Fund Quarterly and Fiscal Year End Reports	Financial	Yes	Details the amount of money deposited and spent from each county's District Court Court Fund account and how much the county pays to the State Judicial Fund
6. Court Clerk Revolving Fund Quarterly Report	Financial	No	Shows the amount of money deposited and spent from each county's Court Clerk Revolving Fund account
7. Accounts Receivable Report	Financial	No	Shows the amount of money due in each county.

KellPro Reports

5/20/2009

Report Name	Type	Existing (Y/N)	Description
8 Ad Hoc Financial Reports	Financial	No	Ad hoc financial reports would be provided on an as needed basis to determine trends in the court's collection process. These may include but are not limited to: a) Amount of money sent to third party collections versus the amount of money received b) Breakdown of payments by payment type to determine impact of credit card transactions

Thursday, June 04, 2009

Jerry Ward
AOC - MIS Director
Administrative Office of the Courts
1915 N Stiles, Suite 305
Oklahoma City, OK-73105

Greetings Jerry,

We have reviewed the request we received recently from Chief Justice Edmondson for a cost proposal for services related to the KellPro Court System installed in a number of Oklahoma counties. Based on the information on the request, our conversation on 05/27/2009 and your request for changes in the terms on 06/02/2009, we agree that our charges for these services will not exceed \$1,150,000 in fiscal year 2009-2010. We will work with your staff to document the additional detail required for each item to prepare for the contract phase. If the need for any additional work becomes apparent during the duration of this agreement, the same rates and requirements would be used to fulfill those requirements.

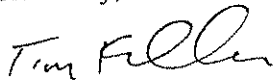
Based on our preliminary understanding, we expect the work covered on this request to take from 6 to 12 months. We also estimate utilizing from 6 to 11 full time equivalent employees to fulfill requirements for these projects through the various stages. Our projection of the categories of FTEs required, as well as the rate for each, is given below:

FTE	Number Estimated	Duration Required	Rate
Project Manager	1	Duration of Projects	\$129/hr
Senior Analyst	1	As needed	\$129/hr
Senior Developer	1	As needed	\$129/hr
Analyst	1	As needed	\$86/hr
Developers	2	As needed	\$86/hr
Documenters	1	As needed	\$86/hr
Program/Application Testers	1	As needed	\$86/hr
Trainers	1	As needed	\$86/hr
Support/Deployment Technicians	2	As needed	\$86/hr

We would provide an invoice with itemized detail per FTE monthly.

The primary point of contact in our organization for these services would be Richard Sutterfield.

Sincerely,



Tim Keller
President - KellPro, Inc.

Exhibit C



EXHIBIT D

TERMS & CONDITIONS

The following Terms & Conditions, having been incorporated by reference into the attached Statement of Work, shall govern the resulting contract ("the Agreement") entered into between the Supreme Court of Oklahoma, Administrative Office of the Courts ("the AOC") and KellPro, Inc. incorporated in the State of Oklahoma ("the Contractor"). For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

- 1. Independent Contractor Status:** In the performance of services pursuant to this Agreement, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor. The AOC and the Oklahoma Supreme Court shall neither have nor exercise any control over the methods by which the Contractor, or any employees or agents of the contractor, shall perform its work and functions. This Agreement shall not render the Contractor an employee, partner, agent, or joint venturer of the AOC for any purpose. The AOC shall not be responsible for withholding taxes from the Contractor's compensation. The Contractor shall have no claim against the AOC hereunder or otherwise for vacation pay, wage and hour laws, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 2. Duration of Agreement:** This Agreement shall be effective on the date of the last signature appearing below, and shall continue in effect until June 30, 2010. After completion of the initial term of this Agreement, the parties will have the option to renew the Agreement for five (5) additional one (1) year terms. If either party does not intend to renew for a successive term, it shall provide written notice of its intent not to renew at least thirty (30) days prior to the expiration of the term then in effect.
- 3. Termination:** Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party.

4. **Performance Standards and Recourse:** In providing the deliverables set forth in this Agreement, the Contractor will prioritize and perform its services as directed and approved by the Supreme Court. Completed services and deliverables are subject to the approval and acceptance of the AOC MIS Director or Deputy MIS Director. In the event the Contractor fails to perform to the satisfaction of the AOC MIS Director or Deputy MIS Director, the AOC, upon 30 days written notice, may terminate this Agreement in its entirety, or terminate the Agreement only to the extent of the Contractor's activities with regard to one or more deliverables, without obligation for services not yet provided.

The District Courts, the Supreme Court and the Administrative Office of the Court maintain professional work environments. Should any interaction be necessary pursuant to this Agreement, the Contractor's agents, employees, and officers will be required to interact productively with elected officials, legal professionals, and other professional workers in the performance of this contract. Appropriate business dress and behavior are required. The AOC is entitled to reject the services of any of Contractor's employees, officers, agents, or subcontractors for any reason, and the AOC may direct the Contractor to remove and replace any such personnel for any reason, without obligation for services not yet provided. The Contractor shall have ten days to replace any persons separated from this project. In the event the Contractor fails to provide personnel which meet the requisite productivity and performance standards, the AOC, upon 30 days written notice, may terminate this Agreement in its entirety, or terminate the Agreement only to the extent of the Contractor's activities with regard to one or more deliverables.

5. **Compensation and Expenses:** The AOC and the Contractor have set the amount and method of payment for services as outlined in the attached Statement of Work. The parties believe that all appropriated monies shall remain available until this project is completed. However, should the appropriated monies presently allocated to this project be substantially increased or decreased before this project is completed, then this Agreement shall be terminated.

The compensation paid to the Contractor under this Agreement shall be in complete satisfaction of all hours worked, services rendered, and expenses incurred by Contractor for the entire project. The Contractor shall be responsible for payment of all costs, taxes, travel expenses, and all other expenses incidental to the Contractor's performance under this Agreement.

6. **Supplemental Work Orders:** The Supreme Court may request additional professional services not listed in the attached Statement of Work. Such additional work may be requested by the Court by the issuance of supplemental work order(s) describing the work being requested. KellPro shall respond to a work order within 15 business days of its receipt, and the KellPro response shall include a time estimate for completion of the work and a maximum cost based on the hourly rates in effect under this Agreement. The Supreme Court shall respond to a properly submitted proposal within 15 business days, and work will begin at the time set forth in the proposal. Changes to any work order will be approved in writing following the same procedure set forth for supplemental work orders described herein.

7. **System Rules and Procedures:** The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding the Contractor's use of and access to District Court data and, if applicable, to the Oklahoma Court Information System (OCIS), and further agrees to adhere to the Rules for Management of the Oklahoma Court Information System, 20 O.S. Chap. 18, App. 2, and the Rules for Using the Oklahoma Court Information System, 20 O.S. Chap 18, App. 3.

8. **KellPro Court System Changes.** KellPro acknowledges that the Oklahoma Supreme Court is working on a new statewide district court and appellate court case management system. KellPro specifically acknowledges and agrees that this new case management system being developed by the Oklahoma Supreme Court will eventually be implemented in all counties in Oklahoma, and will become the official and exclusive unified system through which the Judicial Branch provides access to the data and information owned by the district courts and appellate courts of the State of Oklahoma. KellPro agrees not to take any action(s) that will delay or otherwise impede that development and/or implementation process.

KellPro further agrees that it shall notify the Supreme Court Technology Committee of system maintenance activity in the form of a report detailing the description of the change, components affected (hardware, database, software module, web site, etc) locations impacted, date of the change, and the purpose of the change (e.g. bug fix, performance tuning, etc.). Maintenance reports shall be made no later than 30 days after implementation, and in the case of planned releases, as soon as practical in advance of implementing the change.

KellPro further agrees that proposed KellPro Court System enhancements or functional changes to system operations or design must be authorized, in advance, by the Executive Committee of the Supreme Court IT Policy Committee. Enhancement requests shall include a description of the enhancement(s), components affected (hardware, database, software module, web site, etc), locations impacted, intended implementation date, anticipated cost, and business purpose of the enhancement. KellPro should submit any requests for prior authorization pursuant to this section to the AOC MIS Director or his designee.

The rights and obligations of the parties created by this numbered section will survive the completion, expiration, termination or cancellation of this Agreement.

9. **Security and Confidentiality:** All data and information to which the Contractor has access by virtue of this Agreement, or any agreement between KellPro and the district court in any county in Oklahoma, is owned by the district and/or appellate courts of the State of Oklahoma and is confidential. Some of this data and information is sensitive and highly protected from disclosure by state and federal law. The Contractor will secure all data and information entrusted to it by virtue of this Agreement in accordance with commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case using less than reasonable care. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques and firewalls, to preserve the confidentiality and integrity of all such data.

The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding data security, and to adhere to any industry standards applicable to the Contractor's use of and access to court data and information. The rights and obligations of the parties created by this numbered section will survive the completion, expiration, termination or cancellation of this Agreement.

10. Marketing and Commercial Use of Court Information: KellPro agrees that the Supreme Court, by and through the AOC, retains the right to direct and control the use of all data and information to which the Contractor has access by virtue of this Agreement, or any agreement between KellPro and the district court in any county in Oklahoma. Any efforts by KellPro to market, sell, publish, or disseminate court information, including but not limited to providing paid access to case dockets or imaged court documents, through a commercial subscription, bulk data transfer, or otherwise, (hereinafter "Commercial Use of Court Information") must be authorized, in advance, by the Supreme Court of Oklahoma. This requirement shall apply to all Commercial Use of Court Information by KellPro after the effective date of this Agreement. KellPro shall submit any requests for prior Supreme Court approval of Commercial Use of Court Information to the AOC MIS Director. The rights and obligations of the parties created by this numbered section will survive the completion, expiration, termination or cancellation of this Agreement.

11. Intellectual Property Rights: KellPro and the AOC will have joint rights as to all intellectual property (copyright, trademark, or patents) in any of the materials, creations, inventions, writing, discoveries, programs, developments or innovations that are created or conceived by the Contractor for use by the AOC or the Oklahoma courts during and related to the performance of this Agreement. Either party may use or sell such intellectual property without compensating the other party.

The Contractor shall have no ownership or rights as to the court data and information to which the Contractor has access by virtue of this Agreement, or by virtue of any agreement between KellPro and the district court in any county in Oklahoma. All such data, including but not limited to case file data, imaged documents, and docket data, is owned by the district and/or appellate courts of the State of Oklahoma.

12. Breach of Security of Information, Data, or Property: If any of the AOC's or any court's information, data, or tangible property in the possession or control of the Contractor is stolen, lost, or in any way compromised, transgressed, trespassed, hacked, copied, damaged, or improperly disclosed, the Contractor will immediately notify the AOC and cooperate with the AOC in its efforts to assess the loss, recover or reconstruct the information or property, and identify, investigate, and prosecute those responsible. The rights and obligations of the parties created by this numbered section will survive the completion, expiration, termination or cancellation of this Agreement.

13. Credit Card Information and Payment Card Industry (PCI) Data Security Standard: The Contractor agrees and acknowledges that it must comply with the current version of the Payment Card Industry (PCI) Data Security Standard, in the event that, at any time, the Contractor accepts, captures, stores, transmits, or processes payment card data as a service provider of the AOC, the courts, and/or the judiciary. The Payment Card Industry Data Security Standard (PCI) Standard is available at

<https://www.pcisecuritystandards.org/>. The Contractor shall be liable for its Covered Parties' compliance with this section. "Covered Parties" means any or all of the Contractor's employees, agents, representatives, subcontractors, processors, providers of equipment or systems, and any other party to whom the Contractor may provide or give access to payment card data in accordance with this Agreement. Whenever requested by the AOC, the Contractor subject to PCI compliance requirements will provide to the Supreme Court MIS Director a certification of compliance, or Report on Compliance with PCI standards. The Contractor subject to PCI compliance requirements acknowledges and agrees that the AOC shall have the right, at any time, to conduct or cause to be conducted compliance audits and/or on site security assessments of all of Contractor's equipment, systems, and networks (and their components) where payment card data is processed, stored, or transmitted. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same. The Contractor subject to PCI compliance requirements further agrees that it must notify the Supreme Court MIS Director immediately if it knows or suspects that payment card data has been accessed or used without authorization or used other than in accordance with this Contract. Failure to comply with the requirements of this paragraph may result in funding being withheld from the Contractor, and/or full audit and inspection of the Contractor's security compliance as it pertains to this contract. The AOC reserves the right to terminate this Contract if, in the AOC's sole discretion, the Contractor fails to comply with any of the requirements of this paragraph.

14. Open Records Act: If the Contractor receives any demands or requests for information or data under the Open Records Act, or any similar state, federal, or foreign law, the Contractor will not disclose the requested information or data. The Contractor will, instead, immediately forward the request or demand to the District Court Clerk in the appropriate county.

15. Indemnification and Limitation of Liability: The Contractor shall indemnify, defend and hold harmless the State of Oklahoma, the Oklahoma Supreme Court, the Oklahoma District Courts, the Administrative Office of the Courts and their agents, officers, and employees from any and all liability, loss, damage, or expense, including reasonable attorney's fees and investigative expenses, they may incur which result from any claims against them, individually or severally for any acts or omissions by the Contractor, or its officers, agents or employees in its performance under this Agreement or arising from Contractor's use and/or distribution of payment card information and/or information owned by the district or appellate courts of Oklahoma.

The Contractor acknowledges and agrees that the State of Oklahoma, the Oklahoma Supreme Court, the Oklahoma District Courts, the Administrative Office of the Courts and their agents, officers, and employees shall have no liability, to the Contractor or otherwise, for any loss, claim, damage, or expense of any nature, which may be attributable, directly or indirectly, to Contractor's access to and use of the data obtained pursuant to this Agreement or data obtained pursuant to any agreement between KellPro and the district court in any county in Oklahoma, including but not limited to claims arising from unlawful use or publication of copyrighted material, publication or dissemination of sealed or confidential case information, publication or dissemination of trade secrets or proprietary business information, and publication or dissemination of

personal information such as social security numbers, banking or financial information, health information or personal data.

The Contractor further agrees that the State of Oklahoma, the Oklahoma Supreme Court, the Oklahoma District Courts, the Administrative Office of the Courts and their agents, officers, and employees shall have no liability whatsoever, to the Contractor or otherwise, for any loss, claim, damage or expense of any nature which may be attributable, directly or indirectly, to any delays, inaccuracies, errors in, or omission of any data and/or case information to which the Contractor has access by virtue of this Agreement, or data obtained pursuant to any agreement between KellPro and the district court in any county in Oklahoma, or for any actions taken in reliance thereon or occasioned thereby.

The rights and obligations of the parties created by this numbered section will survive the completion, expiration, termination or cancellation of this Agreement.

- 16. Conflict with State or Federal Law:** No term herein can be construed to require any Clerk of Court or any official, employee, or other agent of the Judiciary to perform, direct, authorize, or participate in any act that causes any of them, individually or as an organization, to violate those laws or the rights of the citizens or consumers under those laws. Any provision or part of this Agreement that conflicts with any requirement of state or federal law, as amended from time, is wholly void and unenforceable.
- 17. Choice of Law:** The laws of the State of Oklahoma shall govern this Agreement.
- 18. Waiver:** Waiver by one party of a breach of any provision of this Agreement by the other does not constitute a waiver of any other provision or a later breach of the same provision, and shall not operate or be construed as a continuing waiver.
- 19. Assignment or Subcontract:** The Contractor cannot and shall not attempt to assign, subcontract, or delegate any of the Contractor's rights or duties under this Agreement.
- 20. Transferability:** Neither party to this Agreement may transfer this Agreement, or any part of it, without the prior written consent of the other.
- 21. Entire Agreement:** The contract resulting from this Agreement between the AOC and KellPro shall consist of the following documents:
- The DCS Statement of Work Form 050 (attached as cover document),
 - The KellPro Contract Services Statement of Work (attached as Exhibit A)
 - The Schedule of KellPro Reports (attached as Exhibit B)
 - KellPro's Cost Proposal for Services dated June 4, 2009 (attached as Exhibit C)
 - The Terms and Conditions set forth hereon (these Terms and Conditions are referred to on the cover document as Exhibit D)

These documents shall constitute the entire agreement between these parties, and shall supersede all prior and contemporaneous agreements and communications between

the AOC and KellPro, oral and written, regarding those enumerated services and deliverables. It is agreed and understood that the Terms and Conditions appearing hereon shall control those specific rights and obligations between the AOC and KellPro, and shall supersede anything to the contrary contained in the Statement of Work or other attachments to this Agreement.

22. Amendments: This Agreement cannot be modified except by a written agreement dated after this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

23. Severability: The provisions of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement:

For the AOC: Michael D. Evans Date: 8-7-09
Michael D. Evans
Administrative Director of the Courts

For the Contractor: Tim Keller Date: 8/7/09
KellPro, Inc.
By: Tim Keller, President



The Supreme Court of Oklahoma

Administrative Office of the Courts

Michael D. Evans
Director
michael.evans@oscn.net

1915 N. Stiles, Suite 305
Oklahoma City, Oklahoma 73105
(405) 521-2450 (405) 521-6815 – fax

Mike Mayberry
Deputy Director
mike.mayberry@oscn.net

AMENDMENT TO EXHIBIT D: TERMS & CONDITIONS

In accordance with Clause 22 of Exhibit D: Terms and Conditions, the parties agree that this document amends Exhibit D by adding the following clause:

24. AUDITS AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

IN WITNESS WHEREOF the undersigned have executed this Amendment:

For the AOC: Michael D. Evans Date: Sept. 4, 2009
Michael D. Evans
Administrative Director of the Courts

For the Contractor: Tim Keller Date: 9/9/09
KellPro, Inc.
By: Tim Keller, President