

Professional Services Agreement
Service Level Agreement (SLA)
For *Oklahoma City Water Utilities Trust*

By



PLATINUM MAINTENANCE AGREEMENT

OCWUT00137



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1. STAKEHOLDERS

The following Service Provider and Client will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider: Business Imaging Systems, Inc. (“BIS” or “Service Provider”)

IT Client: Oklahoma City Water Utilities Trust (“Client,” “Customer” or “Licensee”)

2. AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Oklahoma City Water Utilities Trust* and **BIS** for the provisioning of IT services required to support and sustain **The Components**. The Agreement becomes effective 5/26/2025 for a term of one (1) year with four (4) one year renewals.

Subject to payment of all fees and compliance with all terms described below, this Agreement will remain valid until the expiration date referenced below and will automatically renew under the same terms for future renewal periods through 2030. However, notwithstanding anything herein, Client may terminate this agreement at anytime by providing Service Provider at least thirty (30) days’ written notice of termination. This Agreement allows for the addition and subtraction of software/hardware equipment and is subject to any applicable price increases required by OPENTEXT of up to fifteen percent (15%) per year.

The supported Components pertaining to this Agreement are listed in EXHIBITS – Components and Pricing.

This Agreement is entered into concurrently with the State of Oklahoma Statewide Contract with BIS #1007 (“Statewide Agreement”) which has otherwise been adopted by the Client and is attached hereto on Attachment “A”. In the event the terms of this Agreement and the Statewide Agreement conflict, the terms of the Statewide Agreement shall control. Notwithstanding the foregoing or anything to the contrary herein, this Agreement and the Statewide Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any prior agreement or communications between the parties relative thereto, whether written or oral. This Agreement may be modified only in writing and signed by authorized signatories of both parties. The terms of any invoice, purchase order or similar document will not modify this Agreement.

3. GOALS & OBJECTIVES

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service and support to Client by Service Provider.

The **goal** of this Agreement is to obtain mutual agreement for service provision between Service Provider and Client.

The **objectives** of this Agreement are to:



- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to Client.
- Match perceptions of expected service provision with actual service support & delivery.

4. SERVICE AGREEMENT

The following detailed service parameters are the responsibility of Service Provider in the ongoing support of this Agreement.

4.1. SERVICE SCOPE

The following services are covered by this Agreement:

4.1.1. HARDWARE SUPPORT (STANDARD)

- Manned Telephone Support
 - BIS's Help Desk will field service requests from Client and assist Client until resolution.
- Monitored Email Support
 - BIS will communicate with Client via e-mail while a service request remains open. Email content will be applied and documented as it relates to the service request.
- Driver Support
 - Upon request, BIS will provide support for drivers that are certified, provided, and supported by the manufacturers. VRS updates and upgrades will not be included under this Agreement.
- On-site Support
 - If on-site support is required, BIS will dispatch a technician for onsite repair. Onsite support is available for clients within a 200-mile radius of Oklahoma City, OK, Tulsa, OK, and Birmingham, AL.
- Depot Support
 - Depot support is available for clients outside a 200-mile radius of Oklahoma City, OK, Tulsa, OK, and Birmingham, AL.
 - Client will ship equipment to nearest BIS facility for repair using BIS-supplied shipping label.
 - BIS will begin repair on day of arrival.
 - Any required Parts will be ordered UPS Red (overnight) and replaced the day of arrival.
 - Equipment will be shipped to Client once repair is complete.
- Parts
 - Scanner parts such as gears, belts, boards covers, etc. are covered.
 - Consumables items are excluded: Toner, Ink, User Replaceable Rollers, Bulbs, Glass Parts, etc.
- Preventative Maintenance



- Client is eligible for Preventative Maintenance. Client may place service requests for Preventative Maintenance not to exceed two times per renewal period per device.
- Remote Assistance
 - If available, BIS may need to utilize the following tools to connect to Client remotely: WebEx, MeetMeNow, WebInteractive, Bomgar, Remote Desktop, VPN, etc.
- Exclusions
 - Abused equipment may not be eligible for support under this Agreement. BIS will notify Client if required services are billable.
 - Equipment that is damaged due to natural causes (fire, water, tornado, etc.) may not be eligible for support under this Agreement. BIS will notify Client if required services are billable prior to any services being rendered.

4.1.2. HARDWARE SUPPORT (PLATINUM)

Includes Hardware Support (Standard) plus the following:

- Rapid Exchange
 - In the event parts are on backorder or the equipment has been down for a significant amount of time, BIS will provide a temporary comparable piece of equipment while Client's equipment is being repaired.
- 24 x 7 Support
- Consumables
 - Consumable items such as user-replaceable rollers, bulbs and glass parts are included. Toner and Ink are excluded.
- Scheduled and Monitored Preventative Maintenance
 - Client may request to establish the frequency for performing routine preventative maintenance not to exceed four (4) visits per renewal period per machine (unless otherwise noted).

4.1.3. SOFTWARE SUPPORT (STANDARD)

- Manned Telephone Support
 - BIS's Help Desk will field service requests from Client and assist Client until resolution.
- Monitored Email Support
 - BIS will communicate with Client via e-mail while a service requests remains open. Email content will be applied and documented as it relates to the service request.
- Remote Assistance
 - If available, BIS may use the following tools to connect to Client remotely: WebEx, MeetMeNow, WebInteractive, Bomgar, Remote Desktop, VPN, etc.
- Exclusions



- Application of software updates and upgrades by BIS requires Professional Services which are not included in this Agreement. Professional Services days can be purchased.
- Change requests to Client's environment may not be included (e.g. New/Modify Kofax Batch Classes, KTM Processes, , Captiva, AppEnhancer ("AX") Applications, Workflows, Documentum/XCP processes, etc.). BIS will notify Client if required services are billable prior to any services being rendered.

4.1.4. SOFTWARE SUPPORT (PLATINUM)

Includes Software Support (Standard) plus the following:

- Priority Queue Placement
 - Platinum clients receive the highest priority
 - Escalation will occur when resolution is not applied in a timely manner.
- On-site Support
 - If it is deemed necessary for BIS to be on-site, BIS will dispatch a technician.
- 24 x 7 Remote Support
- Environment Modifications
 - Requests for minor modifications such as creating new or modifying AX Applications, etc. will be evaluated. BIS will assess each request and determine the level of effort to complete the objective.
- Assigned Team Member(s)
 - Platinum clients are eligible to obtain assistance from a Professional Services Technician through the Help Desk. If the service matter requires the attention of a Professional Services Technician that has been involved in Client's prior Professional Services engagement(s), BIS's Help Desk will engage the Professional Services Technician for backup support, which in many cases results in quicker resolution times.
- Secure Virtual Private Network (VPN)
 - BIS offers to establish a Secure VPN connection tunnel for the purpose of providing remote support. This service may be advantageous in the event Client's representative is not always readily available to assist BIS's Help Desk staff with problem resolution.
- Secure File Transfer Protocol (SFTP)
 - BIS will establish a SFTP site for the transfer of secure and confidential data.

4.2. CLIENT REQUIREMENTS

Client responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval. Expired maintenance dues may result in denial of service and potential reinstatement fees applied by OPENTEXT.



- Reasonable availability of Client representative(s) when resolving a service-related incident or request.
- Access to equipment or PC requiring service.

4.3. SERVICE PROVIDER REQUIREMENTS

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service requests.
- Appropriate notification to Client for all scheduled maintenance.
- Service history will be collected and available upon request.

4.4. SERVICE ASSUMPTIONS

Assumptions related to in-scope services and/or Components include:

- Changes to services will be communicated and documented to all stakeholders.
- Non-supported versions may require Extended Support in order to obtain manufacturer support. Extended Support: A paid, time-limited extension after mainstream support ends. Organizations that are not ready or able to upgrade can maintain some level of support for their current product version.

5. SERVICE MANAGEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related Components.

5.1. SERVICE REQUESTS

In support of services outlined in this Agreement, Service Provider will respond to service-related incidents and/or requests submitted by Client within the following time frames:

- **Level 1 / Critical** – **Immediate to 30 Minutes**
Example – System / Components are not functional and affecting production business processes related to data capture or content. System is completely down, and production is at a standstill.
- **Level 2 / High** – **Immediate to 1 Hour**
Example – System / Components are majorly affected, resulting in a significant amount of additional unnecessary work affecting production business processes.
- **Level 3 / Medium** – **Immediate to 2 Hours**
Example – System / Components are affected to some degree resulting in an inconvenience to a production business process not causing additional unnecessary work.



- Level 4 / Low – Immediate to 4 Hours
Example – Question about product or feature availability.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

5.2. SERVICE AVAILABILITY

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

5.2.1. TELEPHONE AND WEB-BASED SUPPORT

- Standard
 - Software Issues - 7:00 A.M. to 7:00 P.M. CST Monday - Friday
 - Hardware Issues - 8:00 A.M. to 5:00 P.M. CST Monday - Friday
- Platinum
 - Software Issues - 24 x 7 – Service requests placed outside of normal business hours will be relayed to a call center where Client’s contact information will be gathered and relayed to an on-call after hours support technician. It is imperative to use the following numbers for after-hours support (888) 408-5668 or (405) 507-7006. The on-call support technician will respond shortly after receiving the service request.
 - Hardware Issues - 24 x 7 – Service requests placed outside of normal business hours will be relayed to a call center where Client’s contact information will be gathered and relayed to an on-call after-hours support technician. It is imperative to use the following numbers for after-hours support (888) 408-5668 or (405) 507-7006. The on-call support technician will respond shortly after receiving the service request. 24 x 7 only applies to critical issues affecting production environments.

5.2.2. EMAIL SUPPORT

- Monitored 7:00 A.M. to 7:00 P.M. CST Monday - Friday
- Emails received outside of office hours will be collected and responded to at the earliest availability.

5.2.3. ONSITE SUPPORT

- Standard
 - Software Issues - Onsite support for software resolution is only available to Platinum clients.
 - Hardware Issues - 8:00 A.M. to 5:00 P.M. CST Monday - Friday. Hardware support will be performed on-site for clients within a 200-mile radius from BIS’s Oklahoma City, OK, Tulsa, OK, and Birmingham, AL office locations. Clients outside this radius may receive “Depot support.” Depot support is defined as Client will ship the defective equipment to one of BIS’s facilities for



repair. BIS will repair the equipment the same day received (unless parts are back-ordered) and ship the scanner back to Client.

- Platinum
 - Software Issues - 8:00 A.M. to 5:00 P.M. CST Monday - Friday
 - Hardware Issues – 24 x 7. Hardware support will be performed on-site for clients within a 200-mile radius from BIS's Oklahoma City, OK, Tulsa, OK, Birmingham, AL and Dallas, TX office locations. Clients outside this radius may receive "Depot support." Depot support is defined as Client will ship the defective equipment to one of BIS's facilities for repair. BIS will repair the equipment the same day received (unless parts are backordered) and ship the scanner back to Client. If there is an anticipated delay due to parts availability, BIS will locate a comparable piece of equipment for Client to use while Client's scanner is being repaired. 24 x 7 only applies to critical issues affecting production environments.
 - Due to manufacturers discontinuing microfilm products BIS cannot guarantee all parts for repairs will be available.

5.2.4. ADDITIONAL SERVICES

Additional services performed outside the scope of this Agreement will be billed at BIS's Professional Services rate of \$2,440.00 / day (\$305 an hour) in addition to the retail price of any necessary parts and/or equipment.



6. EXHIBITS

6.1. SIGNATURES

By signing below, each party agrees that each signatory below has the requisite authority and power to bind the respective entity for which it signs, and agrees to be bound by the terms of all such documents.

Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
Oklahoma City, OK 73102
(405) 297-1222

See Attached Signature Page

(Signature) _____
(Title) _____
(Date)

BUSINESS IMAGING SYSTEMS, INC.
13900 N. Harvey Avenue
Edmond, OK 73013
Help Desk (405) 507-7006 or (888) 408-5668
Fax (405) 848-1152

(Signature) VP Sales Operations

(Title) 05/01/2025

(Date)



6.2. COMPONENTS & PRICING

COMPONENTS INCLUDE:

AppEnhancer/ApplicationXtender version 16.6

NOTE SPECIFIC TO OPENTEXT'S APPENHANCER – FORMERLY APPLICATIONXTENDER:

Under OpenText's "Protect Software Maintenance Program," all expiring AppEnhancer/ApplicationXtender renewals now fall under new "Prime Protect" pricing that is a minimum 15% higher than the old grandfathered pricing. Any previously-approved discounts are no longer valid. Additionally:

- "Protect Software Maintenance" automatically renews each year on the anniversary date of the Maintenance Term October 1st beginning twelve (12) months after install or enrollment unless Customer provides written notice of cancellation / nonrenewal no less than ninety (90) calendar days prior to a renewal date.
- BIS requires payment ten (10) days prior to expiration in order to promptly process renewals.
- OpenText will apply a reinstatement fee to contracts that lapse. On the day after the current renewal term ends, a Reinstatement Fee of 3% of the annualized value of the renewal will be applied. An additional 3% will be applied every month thereafter until the contract is renewed or until the cumulative Reinstatement Fee reaches 50% of the annualized value of the maintenance renewal, at which point it will be capped. In addition to the Reinstatement Fee, Expired Maintenance Renewals currently on the grandfathered Protect Program must be re-quoted at the new Prime Protect Plan price which is 15% higher than the grandfathered price. There will be no discount of such fees and no additional fees from BIS.
- Some technical issues might require migration to OpenText's "Current Maintenance." If unable to upgrade to a version under Current Maintenance, Extended Support options are offered at an additional cost. Current Maintenance version status means Customer has maintained maintenance and updates for a defined period of time after release and Customer qualifies for unlimited support requests, service packs and patches, and error reporting, and access to documentation, technical articles, discussion forums, webinars and events.
- Maintenance downgrades to fewer licenses must be requested in writing to BIS no less than ninety (90) calendar days prior to the expiration of the then-current maintenance term. BIS will then submit requests to OpenText for approval.
- Future reinstatement of software removed as a part of a reduction is subject to payment of reinstatement, or "back-maintenance" fees, and/or surcharges for lapsed months.
- All fees paid for the OpenText Protect Software Maintenance Program are non-refundable.



ANNUAL SOFTWARE SUPPORT SYSTEM MAINTENANCE FEES

In order to avoid contract reinstatement fees, BIS will need to receive a purchase order (“PO”) or payment before 5:00 P.M. CST on 9/21/2025.

System Maintenance Fees: Maintenance Term: 10/1/2025 to 9/30/2026
 For Services rendered under this Agreement, Licensee agrees to pay BIS: \$63,685.32 for Annual Software Support. OpenText Support items will be subject to a 15% Prime Protect Plan price uplift and 3% Reinstatement Fee per month lapsed or until the cumulative Reinstatement Fee reaches 50% of the annualized value of the OpenText maintenance renewal, at which point it will be capped.

Primary Existing Application Software:

QTY	Description	Service Level	Support Manufacturer	Serial Number	Unit Price	Extended Price
1	ApplicationXtender Server - 10 CC User	Platinum	OpenText	NA	\$6,795.09	\$6,795.09
1	ApplicationXtender Server - 5 CC User	Platinum	OpenText	NA	\$4,077.06	\$4,077.06
1	AppXtender Server - 25CC User Pack = UB	Platinum	OpenText	NA	\$16,232.70	\$16,232.70
1	AppXtender xPlore Full Text Server=IA	Platinum	OpenText	NA	\$1,643.57	\$1,643.57
3	AppXtender xPlore Full Txt 5CC Usr Pk=UB	Platinum	OpenText	NA	\$616.34	\$1,849.02
1	AppWorks Platform Named User Maintenance Qty-125	Platinum	OpenText	NA	\$13,867.52	\$13,867.52
1	Grooper - Annual Page Volume (500K)	Platinum	BIS	62485977-C6D2-45CE-B5E6-CB72ED077EF9	\$19,220.36	\$19,220.36

TOTAL SOFTWARE MAINTENANCE: \$63,685.32

TOTAL ANNUAL MAINTENANCE: \$63,685.32

BIS Professional Services:

QTY	Description	Hourly Price	Extended Price
8	BIS Professional Service Hours	\$305.00	\$2,440.00

APPROVED by the Oklahoma City Water Utilities Trust this _____ day of _____, 2025.

ATTEST: **OKLAHOMA CITY WATER UTILITIES TRUST**

Secretary

Chairman

CONCURRED by The City of Oklahoma City this _____ day of _____, 2025.

ATTEST: **THE CITY OF OKLAHOMA CITY**

City Clerk

Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor

Attachment "A" Statewide Agreement

The following pages include the STATE OF OKLAHOMA STATEWIDE CONTRACT WITH Business Imaging Systems Inc. (BIS) and include the following documents:

Solicitation

General Terms

Statewide Contract Terms

Information Technology Terms

Master Service Agreement

Negotiated Exceptions

Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: Jasmine Watson PHONE (A/C, No, Ext): (918) 551-7900 FAX (A/C, No): E-MAIL ADDRESS: jasmine.watson@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED BIS Business Imaging Systems 19000 N Harvey Ave Edmond, OK 73013	INSURER A: Great Northern Insurance Company NAIC # 20303
	INSURER B: Federal Insurance Company 20281
	INSURER C: Sequoia Insurance Company 22985
	INSURER D: ACE American Insurance Company 22667
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36072600WUC	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			2473624736	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78195067	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Pro/Com Ope Agg \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	QWC1408912	11/1/2024	11/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/Privacy/Networ			D97238261	7/1/2024	7/1/2025	Each Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Water Utilities Trust 100 N Walker, Ste 200 Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 