

County Request No. 71

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 07/30/2026 Department: Assessor

State the nature of the legal request: _____

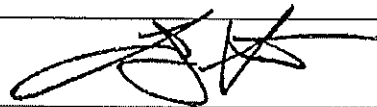
Please review the annual agreement with Apex for sketch verification (FY 26/27). (A copy of prior year's contract is attached).

Please contact either Gretchen Crawford (x1238) or Marci Hoffman (x1203) with any questions. Thank you.

RECEIVED

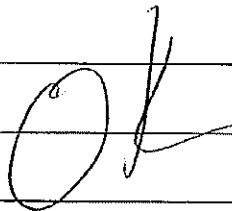
JUL 30 2026

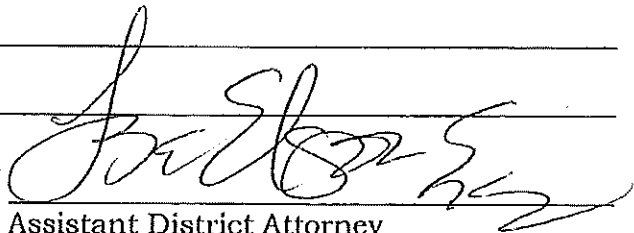
CIVIL DIVISION
DISTRICT ATTORNEY



County Officer or Department Director

Reply of District Attorney's Office: _____



Date of Reply: 7/30/2026 
Assistant District Attorney



TERMS OF SERVICE – STREETSCAPE IMAGERY, SKETCH SERVICES & GEOVIEWPORT SOFTWARE SUITE

PLEASE CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE ("Terms of Service") with ILOOKABOUT US Inc. d/b/a Apex Software ("Apex"). BY CLICKING "I Agree", USING THE APEX SERVICES, OR SIGNING AN AGREEMENT TO WHICH THESE TERMS OF SERVICE ARE ATTACHED, YOU AGREE TO BE BOUND BY THESE TERMS, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT.

Oklahoma County, Oklahoma (includes the Customer's employees, members and contractors performing services for the Customer) may use Apex's services as described herein.

1. **Services:** Services ("Service(s)") will be the ability to use an Apex product or service as defined in Appendix I. Nothing in any other agreement may amend these Terms of Service unless such agreement between Apex and the Customer explicitly states that it is amending these Terms of Service. Any specifications, statements of work, or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time shall form part of these Terms.

2. **GeoViewPort ("GVP"):** The terms in this section are applicable if the Services include GVP and any of its modules (Desktop Review, Assessment Project Management, Mobile Appraiser, and/or Virtual Appraiser). GVP is a portal or container that allows the Customer to view information from various sources. The Customer, not Apex, is responsible for entering into any necessary agreements with and paying any necessary fees to the providers of services the Customer desires to use within GVP.

3. **StreetScape:** The terms in this section are applicable if the Services include StreetScape. StreetScape is a service that provides street level imagery. All images, including all meta data associated therewith, are the property of Apex (or are owned by a related entity and used under license), and protected by copyright. Such images are owned by Apex and not by the Customer even if such images or content have been specifically requested by or paid for by the Customer. Apex hereby grants to the Customer a non-exclusive, non-transferable license to access the images and otherwise use the StreetScape Service strictly for internal access by its employees or contractors for the purpose of conducting the Customer's business. For clarity, the Customer may not allow or otherwise permit direct access by the general public to any Service provided hereunder, with the exception of publicly displaying a single static image per parcel. The Customer may download and store individual local copies of images for its own use as needed but may not copy or otherwise store substantial portions of the image database.

4. **Term:** These Terms will commence on full execution by the parties hereto.

These Terms will terminate upon full payment by the Customer for services rendered or, at Apex's option, within eight (8) months of execution if Customer has not provide relevant / needed data for Apex to commence work on the Services. In any event, these Terms will terminate on June 30, 2027.

Either party may terminate these Terms for convenience with thirty (30) days written notice. Upon termination for convenience, Apex will submit a detailed invoice for work performed to date and Customer will be responsible for full payment of any and all work completed up and until the date of termination.

5. **Ownership:** The contents of the Services and related web sites are owned by and copyrighted by Apex and its suppliers and may contain trademarks of Apex or others. Customer may print or copy portions for Customer's own use only, provided that all copyright and trademark provisions remain intact. Without limitation, Apex has trademarks in Apex, the Apex logo, StreetScape, and GeoViewPort. If the Services include changes or additions requested by the Customer, Apex shall own the same, which shall be useable by the Customer on the same terms as the Services.

6. **Restrictions on Use:** Unless otherwise explicitly permitted by Apex in writing, the Services are meant to be used for internal Customer use only. The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, resell, market or commercially exploit the Services or any component thereof in any way, except as provided in these Terms of Service; (b) use the Services except as authorized herein; (c) remove, modify or obscure any copyright, trademark, watermarks, metadata or other proprietary rights notices that appear during use of any Services; or (d) use the Services for activities that are unlawful or unethical.



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7. **Training:** Apex will provide standard web-based training for the Services to Customer as outlined in the attached Schedule A. If Customer requires any in-person training or assistance with daily operation of the Services, such in-person training or assistance may be provided at those additional rates outlined on Schedule A, subject to prior approval by Customer.

8. **Updates:** The Services will be updated by Apex from time to time at no additional cost to the extent it provides such updates to its Customers generally, provided that the Services are not materially downgraded by doing so. Any custom software shall be available upon request and approval of Customer at the rates indicated in Schedule A.

9. **Default:** Apex may immediately terminate or suspend the provision of Services without notice upon the occurrence of any of the following events: (a) the Customer fails to comply with any provision of the Terms of Service, or uses the Services beyond the scope described herein; (b) the Customer attempts to assign, sub-license, or otherwise transfer any of its rights under these Terms without the written consent of Apex; or (c) the Customer permits or fails to reasonably prevent any unauthorized use of its account; or (d) the Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by the Customer of any act or proceeding for the winding up of its business.

Upon such termination Apex may retain any pre-paid fees as liquidated damages in addition to any other rights it may have in law or equity.

10. **Customer Responsibility:** The Customer is responsible for all activity it conducts using the Services. The Customer must use the Services in accordance with all relevant laws and ethical requirements, including, without limitation, privacy and intellectual property laws. The Customer must maintain secure systems to prevent access to the Services and the data within and created by the Services other than as allowed herein.

The Customer takes all risks associated with the Services and any content accessed through the Services. The Customer is responsible for adhering to applicable laws relating to such content (such as, without limitation, copyright, privacy and defamation), as well as any applicable terms of use of the underlying social media platforms and permissions required from individuals. If the Customer receives any demands or complaints regarding the Services, it must immediately forward them to Apex forthwith.

Links to third party sites are provided as a convenience only and do not imply any endorsement or use rights. If Customer uses the links to the web sites, Customer will be subject to the terms of use and privacy policies applicable to such web sites.

Any third-party software required for the Services to operate is subject to the license terms of the relevant software vendor and must be purchased or licensed separately by the Customer unless specifically provided by Apex as part of the Services. Possible third-party software includes but is not limited to: mapping software and database, Java, Silverlight, Google Street View, Microsoft Bing, and a latitude/longitude to address database.

Login identifications, passwords or other authentication is required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its accounts. If it suspects that any of its authentications have been compromised, it should change them immediately and advise Apex. Any unauthorized use of the Customer's account constitutes grounds for Apex to terminate the Services.

11. **Service Levels:** Apex will use commercially reasonable efforts to keep the Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond its reasonable control.

12. **Warranty:** Apex will use reasonable efforts to enforce any service level and warranty obligations of its suppliers.



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Apex does not warrant that the Services are error free, that they will operate without problems or without interruption, or that it will satisfy the Customer's expectations. By way of example, and without limitation, measuring tools (area or distance calculations) are provided for convenience only, and may not be accurate.

The Customer acknowledges that Apex may provide Services using services and software provided by third parties. Notwithstanding anything else contained in these Terms, Apex's, and such third parties, warranties and liabilities for any matters arising from such services and software shall not exceed those provided to Apex from such third parties.

Except as expressly set forth in these Terms of Service, the Services are provided "as-is" and Apex disclaims all warranties, express or implied. No oral or written information or advice given by Apex shall create a warranty and the Customer may not rely on any such information or advice.

13. Limitations: All promises made by Apex are contained in the Terms of Service. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply. Notwithstanding anything to the contrary contained in these Terms of Service, neither party will have any liability under or in any way related to these Terms of Service for any loss of profit or revenue or for any consequential, indirect, incidental, special, punitive, or exemplary damages, even if such party is aware of the possibility of such loss or damages.

The Customer cannot collect any damages from Apex for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or that exceed the amount paid by Customer hereunder for three (3) months for the Services at issue.

Apex relies on these limitations when entering these Terms of Service. They are a fundamental and essential part of our arrangement and apply even if these Terms of Service have failed in their fundamental or essential purpose or have been fundamentally breached.

14. Intellectual Property Indemnity: Subject to the limitations and disclaimers set forth in these Terms of Service, Apex shall indemnify the Customer against any direct damages and reasonable legal fees and expenses arising from any third party claim ("claim") that has been adjudicated by a court and held to be valid, following the exhaustion of all appeals, that the Services infringe any registered U.S. or Canadian patent, or U.S. or Canadian copyright or trademark when used as prescribed, provided that (a) the Customer notifies Apex in writing within ten (10) days of becoming aware of a claim; (b) the Customer gives Apex the right to assume sole control over the defense, settlement or compromise of any such claim; and (c) the Customer provides Apex with the information, assistance and authority to enable Apex to perform its obligations under this section and co-operates fully in Apex's defense or settlement.

If a claim described above may be or has been asserted, Apex may, at Apex's option and expense, (i) procure the right to continue using the Services; (ii) modify the Services to eliminate the infringement while providing equivalent functionality; or (iii) terminate the Services.

This section states Apex's entire liability to the Customer and the Customer's entire remedy with respect to any infringement of third-party intellectual property rights.

15. Indemnity: Intentionally omitted by mutual agreement at Customer's request, in light of Customer's status as a municipality.

16. Governing Law: These Terms of Service shall be interpreted in accordance with and governed by the laws of the State of Oklahoma excluding conflicts of law provisions under the internal law of Oklahoma. The parties hereby submit to the jurisdiction of the federal and/or State courts of Oklahoma. Any actions against Apex concerning these Terms of Service or related matters must be brought by the parties in federal or state court with appropriate subject matter jurisdiction in Oklahoma.

17. Dispute Resolution: To resolve disputes which may arise between the parties, any party will, first, notify the other in writing of its intent to escalate to each party's President, Chief Executive Officer or the primary contact identified in Appendix I.



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If the issue is not resolved within ten (10) days, then the resolution of the dispute may be referred to a mediator chosen by the parties.

Nothing in this section shall interfere with the ability of either party to obtain injunctive relief.

18. Confidential Information: Confidential Information ("Confidential Information") is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, source and object code, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled or otherwise required by law or by the order of a court of competent jurisdiction to be disclosed, including without limitation, any disclosure required by applicable securities laws, and any information subject to the open records laws.

The parties shall (i) not use Confidential Information for any purpose other than that contemplated by these Terms of Service; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of the Services or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

19. Prior Agreement: These Terms of Service contain the complete and exclusive statement of the agreement between the parties and supersede all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in these Terms are binding on either party. These Terms of Service cannot be amended or modified, other than by a change made in writing, dated and executed by the parties. If there is both an executed and a click-wrap version of these Terms of Service, the executed version shall govern if the terms differ.

20. Survival: The provisions of these Terms of Service pertaining to privacy, and rights and restrictions shall survive the termination of these Terms of Service. Other sections pertaining to rights and obligations which by their nature should survive are hereby confirmed to so survive.

21. Force Majeure: Apex is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

22. Notice: All notices provided in accordance with these Terms of Service shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to Apex to 2202 N. Westshore Blvd, Suite 200, Tampa, FL 33607, and if to the Customer to the address set out in Appendix I, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner



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provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

23. Communication: Notwithstanding anything to the contrary contained herein, Apex shall be entitled to issue a news release with respect to the entry into these Terms of Service (i) as required by law or stock exchange rules, and/or (ii) for marketing or other purposes by providing a draft of the news release at least twenty-four (24) hours in advance, in which case Apex shall give reasonable consideration to any comments that may be provided.

The attached Appendix I is incorporated into and forms an integral part of the Terms of Service.

By signing below, the Customer agrees to be bound by the Terms of Service.

Oklahoma County, Oklahoma.

Signature

Print Name and Title

Date

I have the authority to bind Oklahoma County, Oklahoma.

ILOOKABOUT US Inc. d/b/a Apex Software ("Apex")

Signature

Print Name and Title

Date

I have the authority to bind Apex.



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APPENDIX I – Service Details

Contract Number:

U26-002

Customer Name:

Oklahoma County Assessor
320 Robert S Kerr Ave, #315
Oklahoma City, OK 73102

Customer Primary Contact:

Marci Hoffman, Payroll Purchasing Director
marhof@okcounty.org
(405) 713-1203

Service(s) Description:

A. *Sketch Verification*

Sketch Verification Services Overview

Apex will provide Sketch Verification services to the Customer. The Sketch Verification process includes converting the Customer's sketch files to a GIS format, linking the building to the parcel, and manually moving and rotating it over the ortho imagery. Each building will be compared to what is on the imagery and the parcel is given a score based on the building variances to the ortho imagery.

The results and products of the service are used to discover buildings or additions that are not on the tax roll currently. In addition, inaccuracies in the current sketch used to calculate square footage and taxation amounts may also result in a favorable manner to the taxpayer. The service is meant to help establish a fair and equitable tax roll.

Inputs by Customer

- Ortho Imagery
- Parcel file
- Sketch files

Visual Review of all Parcels

All buildings will be visually reviewed and compared to the ortho imagery by a technician. The technician will rotate the building over the structure on the imagery until they find the best fit. Based on how well the building matches the imagery a determination will be made as to which category best suits that sketch.

Categories

- **Match:** The sketch matches the outline of the building with little variance allowed for an overhang.
- **Major Variance:** There is a substantial variance (greater than 200SF by visual inspection) between the building and the imagery; this may include an attached garage, deck, etc., that is visually identified on the imagery but is not included in the sketch; these areas are attached (or in addition to) an existing sketch.
- **Minor Variance:** There is a small variance (between 100 - 200SF by visual inspection) between the sketch and the imagery, which may be a small porch, or other lesser structure, that is visually



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identified on the Imagery but is not included in the sketch; these areas are attached (or in addition to) an existing sketch.

- Ignore any area under 100SF by visual inspection.
 - Ignore wood decks.
- **New Construction:** All parcels in this project are improved so no new construction will be identified.
- **Additional Building(s):** The parcel will be flagged as containing an Additional Building if there is a detached building over 100SF.
 - Included in the scoring of Additional Buildings we compared the list of Extra Features extracted from CAMA.
 - The customer does not sketch all the buildings in a commercial complex property. That means that we will not have sketches for all the buildings on a commercial complex property. Therefore, these parcels will have a score of Additional Building. When there is a commercial property with a score of Additional Building.
- **No Building On Image:** Where a sketch is provided but no building exists on the imagery.
- **Heavily Obstructed View:** A heavily obstructed score should be applied if $\frac{1}{2}$ or more of the roofline is obstructed. If there is any way to determine the roofline then use it, only score a building as heavily obstructed more than $\frac{1}{2}$ is obstructed and it's impossible to determine the roofline.
- **Partially Obstructed View:** A partially obstructed score should be applied if $\frac{1}{2}$ or less of the roofline is obstructed. However, if it is obvious that there is a part of the building that is not sketched it should still be scored as a minor or major variance.
- **Unable to Geo-reference:** This category is used when the converted sketch file is not legible and cannot be used.

Deliverables

- A shapefile layer containing all the sketches rotated and geo-referenced over the ortho imagery. In addition, Apex will also deliver a shapefile layer for each separate category.
 - All.shp
 - Match.shp
 - MajorVariance.shp
 - MinorVariance.shp
 - NoBuildingOnImage.shp
 - ObstructedView.shp
 - UnableToGeo.shp
- A geodatabase of the project files.
- An Excel spreadsheet of the Scoretable that lists all the parcels, and which categories apply to each parcel.
- Results summary report.

Timeline

It is the Customer's desire to have this project completed by February 28, 2027. To accomplish this, Apex will need all data inputs from Customer in their full and final form by December 5, 2026.

The parties will use good faith and reasonable efforts to keep the targeted delivery dates, however, as a fallback position, Apex will agree to provide a delivery at or before February 28, 2027 of all work that has been completed up to that date, with a follow-up delivery of any remaining or outstanding work as soon after as is reasonably possible.



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Pricing and Payment Terms (in USD, excluding taxes):

Deliverable	Fees	Payment Terms
Sketch Verification	\$0.79/parcel ¹	One-time fee. Due upon delivery of service.

Notes

¹ Pricing is based on 80,000 parcels. Should the actual number of parcels be significantly different than our assumptions, pricing will be adjusted accordingly, but not to exceed \$66,000.00.

Schedule A

Optional Services Fees

Name of Service	Fee
In-person training	\$2,500/day
Custom software	\$2,000/day

Note: The in-person training fee applies solely to training sessions mutually agreed upon with the customer and does not include general in-person visits. Online training will be available at no additional cost for the duration of the agreement.

Invoices will be directed to _____.

Bill To
 OKLAHOMA COUNTY ASSESSOR
 320 ROBERT S. KERR
 SUITE 313
 OKLAHOMA CITY, OK
 73102

Requisition 12701442-00 FY 2027

Acct No:
 10114000-54455
 Review:
 Buyer: 6065armarhof
 Status: Released

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Vendor
 ILOOKABOUT (US) INC
 PO BOX 100145

Ship To
 OKLAHOMA COUNTY ASSESSOR
 320 ROBERT S. KERR
 SUITE 313
 OKLAHOMA CITY, OK 73102

SAN ANTONIO, TX 78201-1445

Deliver To
 OKLAHOMA COUNTY ASSESSOR
 320 ROBERT S. KERR
 SUITE 313
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/26	1003894				Assessor Revaluation
LN Description / Account			Qty	Unit Price	Net Price
001 BLANKET FOR PROF SERVICES BOCC:			66000.00	1.00000	66000.00
			EACH		
1 10114000-54455			66000.00		

Ship To
 OKLAHOMA COUNTY ASSESSOR
 320 ROBERT S. KERR
 SUITE 313
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY ASSESSOR
 320 ROBERT S. KERR
 SUITE 313
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

66000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10114000-54455	66000.00	655689.87
Assessor Revaluation	Professional Services-Other	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	07/30/26	Albert Rodriguez	
Queued	07/30/26	Bailey Owens	
Queued	07/30/26	Brooke Smith	

```
=====
Bill To                                     Requisition 12701442-00  FY 2027
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK
73102
Acct No: 10114000-54455
Review:
Buyer: 6065armarhof
Status: Released
Page 2
=====
```

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Vendor
ILOOKABOUT (US) INC
PO BOX 100145

SAN ANTONIO, TX 78201-1445

Ship To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102
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Deliver To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102
```

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/26	1003894				Assessor Revaluation

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 07/30/26 Deborah McDonald			
	Queued 07/30/26 Maria Pinley			
	Queued 07/30/26 Sheena McGrady			
	Pending Ashley Franklin			
	Pending Ashley McMichael			