JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS - SERVICES)

This Order Form is effective as of July 9, 2024 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on July 1, 2022 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: Oklahoma Board of County Commissioner	Contact:	Janie Moore
Address: 320 Robert S Kerr Ave Oklahoma City, OK 73102	Phone:	405-713-1203
	E-Mail:	janmoo@oklahomacounty.org
Professional Services Fees: $0		

JUST APPRAISED INC.

CUSTOMER: OKLAHOMA BOARD OF COUNTY COMMISSIONER

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (DEEDS - SERVICES)

This Statement of Work ("Statement of Work" or "SOW") is made as of July 9, 2024 (the "SOW Effective Date"), by and ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated July 1, 2022 as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1.   **GENERAL TERMS AND DEFINITIONS**

1.1   Contact Information.

Company (Just Appraised Inc.): 2261 Market Street #4074, San Francisco, CA 94114

Customer (Oklahoma County Assessor): 320 Robert S Kerr Ave, Oklahoma City, OK 73102

1.2   Service Location Information. Company will perform the Professional Services remotely.

1.3   CAMA System: the main system of record used by Customer, where property ownership records are maintained. Customer uses Patriot AP5.

2.   **SCOPE OF SERVICES**

Company currently provides online filing services to Customer for Homestead applications. This Statement of Work modifies the workflow and integration of these existing services to help Customer manage a workflow around these applications so work can be tracked into Just Appraised (rather than printed), and data entry into CAMA System can be minimized.

2.1   Business Purpose

Customer can receive applications for Homesteads year-round, but the tax year for which a property owner qualifies is dependent on the date of ownership, date of occupation, and date of recording with the County Clerk. Between January 1 and March 15, Customer receives applications for both the current tax year (hereafter "Current Year") and the next tax year (hereafter "Future Year"). On and after March 16th, any application only qualifies for the Future Year. However, any applications received that qualify for Future Year, but not Current Year, cannot be fully worked in CAMA System. These applications need to be partially worked in CAMA in the Current Year, then reopened at a later date (typically December) to have the Homestead code applied in CAMA.

2.2   Relevant Forms

This Statement of Work covers the following forms:

- OTC Form 921

2.3   Scope Details

2.3.a   Tax Year
Newly created applications currently default the variable "Tax Year" to 2024. This behavior will stay the same. Company can change the default value every year around March 15th at the same time Current Year applications are no longer accepted. Company users can change the year while reviewing applications.

2.3.b   Integrations

Two Integrations will be supported in this Statement of Work.

Integration 1: Applies the Homestead to Current Year
This integration is currently supported. All existing functionality will be retained.

New functionality will include:
- Check to see if an existing exemption application record exists in CAMA with status of PENDING, and if it does exist, change it to ACCEPTED or REJECTED. We assume PENDING might have been put in by a previous attempt using Integration 2 below, or put in manually
- Avoid duplicating file uploads that were put in by Integration 2 below or manually
- Avoid duplicating Notes that were put in by Integration 2 below or manually

Integration 2: Partial Data about Pending Future Year Application
Integration 2 is not currently supported. The purpose is to allow Customer users to process exemptions that are Pending a Future Year decision by only putting a limited set of data fields into CAMA.

Functionality will include:
- Add an "exemption application" record with a status of PENDING
- Add the document images on Document Links tab of CAMA
- Add General Notes to CAMA

General Integration Behavior
- If a file currently exists with the same name in the PROD/921 folder, the integration will not replace the existing file. Instead it will create a unique name for the new file by adding a timestamp.

2.3.c   Saved Searches

Company will create a Team Saved Search that allows Customer users to easily store Pending Future Year applications for later, and to retrieve them in December when it becomes time to work them fully.

2.3.d   <u>User Processes</u>

The following processes are supported
1. Scenario 1 (new)
    a. Application submitted online in March for Future Year
    b. User processes using Integration 2 in March
    c. In December, locates application using Saved Search
    d. User re-opens task, clicks "refresh" on parcel match to ensure the owner in CAMA still matches the applicant
    e. User processes using Integration 2 in December
2. Scenario 2 (new)
    a. Application submitted online in March for future year, but was worked manually into CAMA
    b. In December, locates application using Saved Search
    c. User re-opens task, clicks "refresh" on parcel match to ensure the owner in CAMA still matches the applicant
    d. User processes using Integration 2 in December
3. Scenario 3 (already supported)
    a. Application submitted online in March for current year
    b. User processes using Integration 1 in March

2.3.e   <u>Test Cases</u>
*   Scenario 1 above
*   Scenario 2 above
*   Scenario 3 above
*   Add a file with a generic name like "license.jpg" and ensure it does not delete any existing files.
*   Re-opening a task that has already been through integration 2, then re-trying it, should result in a failure because the integration is already in place

2.4   <u>Scope Limitations</u>

No payload field changes or user interface field changes are included in this Statement of Work aside from what is explicitly listed in Section 2.3. No forms will be modified aside from what is listed in Section 2.2.

2.5   <u>Delivery Timelines & Change Control</u>

Company will complete implementation of changes to support Integration 1 and Integration 2 by November 15, 2024. Customer should be prepared to test these changes with Company the week of November 18, 2024. Once changes are approved by Customer, deployment of changes to production will occur within 2 business days.

Completion dates and milestones in this SOW are contingent on Customer's i) timely and substantive participation in all activities, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Company's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.

3.   TECHNICAL REQUIREMENTS

3.1   Requirements

This SOW includes an integration into Customer's CAMA system, which is deployed on-premise on Customer's network. Customer has already provided company access to necessary systems as part of prior Statements of Work. Nothing additional is required, but for the sake of clarity, the following must continue to be made available to Company

- Access to on-premise servers on an ongoing basis
- Ability to install deployment managers (Octopus), log collectors (SumoLogic)
- Read access to CAMA System, and specification of database IP address
- API keys to update CAMA System
- Ability to connect to Just Appraised API endpoints via port 443 and SFTP site via port 22
- A test environment in which Company and Customer can conduct user acceptance testing

4.   CHANGE MANAGEMENT

Both Company and Customer must be committed to the project scope and timeline to ensure the successful delivery of the effort outlined in this SOW. The Company will make reasonable accommodations to the Customer's needs. Customer change requests are subject to Company review and approval before execution. Approved change requests that are considered outside the scope of this SOW will be delivered based on the availability of Company resources. Depending on the scope of the change request, it may not be completed during the duration of the project baseline timeline indicated in this SOW.

5.   FEES AND PAYMENT

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement.

[Signatures Appear on Following Page.]

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.

CUSTOMER: OKLAHOMA BOARD OF COUNTY COMMISSIONER

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of July 1, 2024 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on July 1, 2022 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: Oklahoma Board of County Commissioner	Contact:	Marci Hoffman
Address: 320 Robert S Kerr Ave Oklahoma City, OK 73102	Phone:	405-713-1203
	E-Mail:	MarHof@OkCounty.org
License Fees: $111,300 per year for the Initial Term (the "License Fee"), invoiced at the beginning of each 3-month period in accordance with Section 5.2 of the Agreement.	Initial Term: July 1, 2024 through June 30, 2025 ("Initial Term").	

JUST APPRAISED INC.

By: _____

Name: Yao Choong
Title: CFO
Date: April 8, 2024

PO #22500215

CUSTOMER: OKLAHOMA BOARD OF COUNTY COMMISIONER

By: _____

Name: Brian Maughan
Title: County Commissioner
Date: 04-24-2024

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2022 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074 San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A. Company provides a sales verification software-as-a-service application that aggregates various data sources about real estate transactions and creates a workflow that is designed to allow staff members to process real estate sales more quickly (collectively the "Platform").

B. Company also provides support and maintenance services related to its Platform, and may offer consulting, implementation and other professional services.

C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS.

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefor and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Form(s) to use the Platform at any one time. Customer acknowledges that Company may

include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional

Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any

other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user password(s) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced promptly following the Order Form Effective Date (as defined in the applicable Order Form), and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect through June 30, 2023 (the "Term").

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Customer may terminate this Agreement for convenience by providing Company with sixty (60) days written notice. In the event of such a termination, Customer will receive a refund of any prepaid fees for services not yet completed.

6.4 Sections 4, 5, 6.4 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party

providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except

as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.
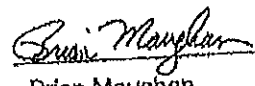
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IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.

By: _____

Name: __Yaoxiang Choong__

Title: __CFO__

CUSTOMER: OKLAHOMA BOARD OF COUNTY COMMISSIONER

By: _____

Name: __Brian Maughan__

Title: __Chairman, Board of County Commissioners__

PO 22400571

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