Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000y3viMIAQ
Date Created: June 22, 2026

AMENDMENT No. 3

Customer Information:
Customer Name: Oklahoma County, OK
Contact Person: Marci Hoffman marhof@oklahomacounty.org 405.713.1203

Catalis Tax & CAMA:
Representative: Ann Mangano anng@catalisgov.com 781.586.9670
Contract requests or questions can be directed to contracts@catalisgov.com.
Any payment or remittance questions can be directed to receivable@catalisgov.com.

This Contract Amendment No. 3 ("Amendment") is entered into by and between Catalis and the Customer and modifies the existing agreement between the parties. This Amendment becomes effective on the date it is executed by both parties ("Effective Date") and is governed by, and incorporated into, the Oklahoma County, OK-Assessing-Patriot Properties between Catalis and the Customer, as amended (the "Agreement"), dated May 31, 2023, for the software services identified herein.
Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

The parties herby agree to amend the Agreement as follows:

1. **Extension.** Catalis and the Customer agree to extend the Agreement for one (1) a year term from July 1, 2026 through June 30, 2027.
2. **Pricing and Term.** Fees for Services are outlined in the table below

	July 1, 2026 – June 30, 2027
AP5 Annual Support & Maintenance **to be BILLED QUARTERLY**	$147,660.12
Total Subscription Fees	**$147,660.12**

2.1. Fees shall be billed upon the Start Date and annually in advance thereafter.
2.2. Services shall automatically be renewed for subsequent terms.
2.3. Any Recurring Fees will increase annually by the greater of six percent (6%) or the increase in the CPI for the prior calendar year.
2.4. Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Amendment and accept their terms and conditions.

Oklahoma County OK

By: _____
Name: _____
Title: _____
Date: _____

CATALIS Tax and CAMA

By: Steven Ashbacher
Name: Steven Ashbacher
Title: Executive Vice President
Date: June 25, 2026

Oklahoma County OK

By: _____

Name: _____

Title: _____

Date: _____

Oklahoma County OK

By: _____

Name: _____

Title: _____

Date: _____

Oklahoma County OK

By: _____

Name: _____

Title: _____

Date: _____

Ostello Tax & OAMA, Inc.
dba PATRIOT PROPERTIES
CUSTOMER SOFTWARE SUPPORT AND LICENSE AGREEMENT

IMPORTANT: Ostello Tax & OAMA, Inc.'s, Patriot Properties software programs are licensed on the condition that the purchaser executes this Support and License Agreement ("Support and License Agreement" or "Agreement") acknowledging that he has read this agreement and agrees to abide by its terms and conditions. READ THIS SUPPORT AND LICENSE AGREEMENT CAREFULLY. If you agree to the terms contained in this Support and License Agreement, please sign acknowledging your agreement and return it to Patriot Properties, Inc.

THIS SUPPORT AND LICENSE AGREEMENT is made on 7/1/2022 between Ostello Tax & OAMA, Inc, a Massachusetts corporation with a place of business at 27 Congress Street, Salem, MA 01970 (hereinafter Patriot) and OKLAHOMA COUNTY with a place of business at 320 Robert S Kerr Ave, Oklahoma City, OK 73102 (Hereinafter Customer)

1. Software. Ostello Tax & OAMA, Inc. shall deliver to Customer the Patriot software provided hereto as specified in attachment A including basic material ("Basic Licensed Material") and related optional materials, if relevant ("Optional Licensed Material") Collectively referred to as "Licensed Material."

2. Support. Pursuant to this License and Support Agreement and in exchange for the Support and License fee set forth on Schedule A, , Patriot will provide Support for the Basic Licensed Material and Optional Licensed materials, if relevant, for the Term, on the conditions set forth herein and in all attachments, including Attachment A, hereto. As used herein, "Support" shall mean all reasonable efforts required to insure that the Basic Licensed Material and Optional Licensed Material will operate as was previously demonstrated to Customer by Patriot in a satisfactory manner and that the Basic Licensed Material and Optional Licensed Material will perform all functions according to the specifications set forth in exhibit A.

Patriot agrees to provide unlimited, toll-free "800" telephone lines from (8:00 AM. to 5:00 PM) Eastern Standard Time, Monday through Friday.

Support is provided through a specific format.

a) The support desk takes the initial call. The majority of problems are solved at this level. If support desk passes the problem to other staff, Patriot is required to inform the client and offer a contact name, an anticipated procedure and a time estimate.

b) If phone support does not succeed, a dial-in connection is made to view the database and attempt to correct the problem. The Customer agrees to provide Patriot with access to the Client's application server through modem type connection or similar device.

c) Patriot may choose to request a copy of the client database to load in Patriot's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

d) If these steps fail to correct the problem, and Patriot determines the problem is application based and caused by application error, Patriot will go the client site to remedy as needed.

3. Improvements, Additions, and Other Modifications to Software. After the initial acceptance date, Patriot shall provide periodic revisions, modifications and updates to the Licensed Material deemed useful by Patriot to prevent or remedy unintended results, to provide greater efficiency and ease of operation or to meet regulatory requirements which Patriot, in its sole discretion, incorporates into the Licensed Material, at no additional charge. All modifications, revisions, and updates shall be furnished by means of releases the Licensed Material.

In the event of modifications or changes to applicable laws, Patriot shall be required to update the Licensed Material accordingly.

At Customer's reasonable request and subject to the availability of Patriot's personnel, Patriot shall provide to Customer consulting services, custom modification programming, support services related to custom modifications, and other specialized services related to Licensed Material. The fees for such services shall be based upon Patriot's then current standard professional fee rates of $200.00 (Negotiable every year)

4. License. Provided that Customer pays the Support and License Fee designated herein, Patriot grants and the Customer accepts a nontransferable, non-exclusive license to use the Basic Licensed Material and related Optional Licensed Material listed on Schedule A, including those which are ordered from time to time by the Customer and confirmed in writing by Patriot, for the Term and subject to the terms of this Agreement.

5. Term. The term of the Support and License Agreement shall not commence until such time the parties have mutually agreed that all deliverables named in the Contract have been successfully installed and are functioning properly; at which time the payment term will begin on the first day of the month immediately succeeding the mutually agreed completion date. The inaugural year shall expire on June 30, 2010. Thereafter, the fees will be held at a rate of $112,201.00 annually until June 30, 2020 at which time such fees may not increase more than 8% for any given year over the prior year's Maintenance and Support fees. The annual fee will be invoiced quarterly beginning July 1, 2010. Notwithstanding, the Support and License agreement may be renewed beginning July 1, 2020, upon mutual agreement, on a one-year basis prior to July 1 each year, based on the availability of funds. Either party may give written notice, no less than thirty days prior to the beginning of a Renewal Term, that it wishes to terminate the Service and License Agreement.

6. Confidentiality. Customer understands and agrees that all Basic Licensed Material, Modifications, Optional Licensed Material and supporting documentation and materials delivered with this agreement ("Delivered Materials") are the property of Patriot and that there is a need for maintaining confidentiality regarding such Delivered Materials. The Customer agrees it will not assign, sub-license, provide, make available, transfer, discuss, or otherwise convey to any person said Delivered Materials (not including any data items such as tax billing transfer files which belong to Customer). No right to print, copy, or disk copy the Delivered Materials, in whole or part, is granted except as hereinafter expressly provided. The Customer further agrees to promptly notify all of its employees of the confidentiality required under the terms of this agreement. The licenses granted hereunder prohibit access to any source code, prohibits use by other licensed or unlicensed users, prohibits use by any parties other than the licensee except Patriot Properties, and prohibits any "for profit" uses. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

7. Use of Basic Licensed Material and Optional Licensed Material. Each license of Basic Licensed Material granted under this agreement authorizes the Customer to use the Basic Licensed material in machine-readable form on a single, central processing unit designated by type/serial number and its associated units such as work stations and/or lap tops. Each Optional Licensed Material license granted under this agreement authorizes the Customer to use the Optional Licensed Material in machine-readable form on the designated OPU, also defined as a workstation, and shall not include those OPU's or workstations offered in a non-editable version to the Oklahoma County Clerks office and/or the Oklahoma County treasurer's office. If the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, will be used on more than one OPU, an additional license will be required for each OPU, provided, however, that if the designated OPU is inoperative due to malfunction, any license granted under this agreement for such OPU shall be temporarily extended to authorize the Customer to use the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, on any other OPU until the designated OPU is returned to operation. For purposes of this agreement, "use" is defined as copying any portion of the Basic Licensed Material and/or Optional Licensed Material, their instructions or data from storage units or media into the OPU for processing. Licenses granted under this agreement authorize the Customer to utilize Basic Licensed Material and/or Optional Licensed Material, in printed form, in support of the use of such Basic Licensed Material and/or Optional Licensed Material in machine-readable form. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

8. Additional Licenses. The Customer may, from time to time, order additional licenses for a previously-licensed program and/or optional material, including for Basic Licensed Material and/or Optional Licensed Material as well as licenses for other licensed programs and/or optional materials. These orders are subject to acceptance by Patriot and to the terms and conditions then in effect. Orders for additional licenses must reference this agreement. Patriot will confirm such orders and grant additional licenses by supplements to this agreement.

9. Basic Licensed Materials. Program licenses granted under this Agreement will govern any Basic Licensed Materials, in machine-readable or printed form, which may be provided by Patriot with certain programs.

10. Related Optional Licensed Materials. For certain licensed programs, Patriot will offer to license related Optional Licensed Materials, under this agreement or under a separate agreement, provided, however, that Optional Licensed Materials will only be available to customers who have licensed the Basic Licensed Material to which such Optional Licensed Materials apply. Optional Licensed Materials will be available in quantities or at charges in effect at the time of their shipment.

11. Programming Services. For specified Basic Licensed Material and/or Optional Licensed Material, Support shall include programming services after delivery to correct licensed program errors and issue corrected releases in accordance with the support program within thirty (30) days after notice of program errors, provided that Customer provides such notice of program errors within fifteen (15) days of delivery. Custom programming charges are listed in Attachment A.

12. Permission to Copy or Modify Licensed Programs. The Customer shall not copy, in whole or in part, any Basic Licensed Material and/or Optional Licensed Material that are provided by Patriot in any form under this agreement except as provided below.

Any Licensed Material and/or Optional Licensed Material which are provided by Catalis Tax & CAMA in machine-readable form may be copied, in whole or in part, in machine-readable form, for use by the Customer with the designated CPU, for archival or emergency restart purposes, or to replace a worn copy, provided, however, that no more than five printed copies and five machine-readable copies will be in existence under any license at any one time without prior written consent from Catalis Tax & CAMA. The original, and any copies of all such materials, including Basic Licensed Material and/or Optional Licensed Material, in whole or in part, which are made hereunder shall be the property of Patriot.

The Customer shall keep any such copies and the original at a mutually-designated Customer location, except that the Customer may transport or transmit a copy or the original of any licensed program to another location for backup use when required by CPU malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. The Customer may not modify any Basic Licensed Material and/or Optional Licensed Material Any portion of the Basic Licensed Material and/or Optional Licensed Material included in an updated work shall be used only on the designated CPU, and shall remain subject to all other terms of this agreement. The Customer shall reproduce and include Patriot copyright notice on any copies, in whole or in part, in any form, including partial copies in modifications of Basic Licensed Material and/or Optional Licensed Material made hereunder in accord with the copyright instructions to be provided by Patriot.

Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

13. Protection and Security. The Customer shall not provide or otherwise make available any part of any Basic Licensed Material and/or Optional Licensed Material or other Delivered Materials, including but not limited to flow charts, logic diagrams, detailed discussions or source code, in any form, to any other person or entity unless pursuant to court order. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

14. Responsibilities of Parties. The Customer shall be exclusively responsible for the supervision, management, and control of his use of the Basic Licensed Material and/or Optional Licensed Material including but not limited to: (a) assuring proper machine configuration, audit controls, and operating methods, (b) establishing adequate backup plans, based on alternate procedures and (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction. The Customer agrees that it will take appropriate action with its employees, by agreement or otherwise, to satisfy its obligations under this agreement with respect to use, copying, modification, and protection, and security of Basic Licensed Material and/or Optional Licensed Material.

15. Discontinuance/Termination. Within one week after the date of discontinuance or termination of this Support and License Agreement, the Customer will certify to Patriot in writing that the original and all copies, in whole or in part, in any form, including partial copies in modifications, of all Delivered Materials, including the Basic Licensed Material and/or Optional Licensed Material received from Patriot or made in connection with such license have been destroyed. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

16. Warranty, Support, Payments. Oatalls Tax & OAMA warrants the Basic Licensed Material and/or Optional Licensed Material will operate as was previously demonstrated to Customer by Patriot in a satisfactory manner. As long as this Support and License Agreement shall be in effect, Patriot will provide Support. Oatalls Tax & OAMA warrants that the Basic Licensed Material and/or Optional Licensed Material to be installed hereunder will be the latest version as of the date of installation, that it will be free from material defects, that it shall be in compliance with all applicable laws as of the date this Agreement is executed by Customer, and that it will perform all functions according to the specifications set forth in Schedule A

17. LIMITATION OF LIABILITY TO THE CUSTOMER. THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oatalls Tax & OAMA liability for damages including liability for patent or copyright infringements, regardless of the form of action, shall not exceed the charges paid by the Customer for the particular Licensed Material and/or Optional Licensed Material involved or 12 months' charges for that Basic Licensed Material and/or Optional Licensed Material whichever is less. Oatalls Tax & OAMA will not be liable for any lost revenues or profits.

18. Modifications to Agreement. The term of the Support and License Agreement shall not commence until such time the parties have mutually agreed that all deliverables named in the contract have been successfully installed and are functioning properly; at which time the payment term will begin on the first day of the month immediately succeeding the mutually agreed completion date. The inaugural year shall expire on June 30, 2019. Thereafter, the fees will be held at a rate of $112,291 annually until June 30, 2020 at which time such fees may not increase more than 6% for any given year over the prior year's License and Support fees. The annual fee will be invoiced quarterly beginning 7/1/2019. Any support/license fees increased pursuant to this paragraph may only be increased by written notice by Patriot with three months advance notice prior to the next ensuing term. In the event of such written notice by Patriot, the County may terminate this agreement upon thirty (30) days advance written notice to Patriot. The term this "agreement" includes any future delivery of any Basic Licensed Material and/or Optional Licensed Material from Patriot is conclusive evidence of its agreement that the license for such program or optional material is governed by the terms of this agreement. Notwithstanding, the Support and License agreement may be renewed beginning July 1, 2019, upon mutual agreement, on a one-year basis prior to July 1 each year, based on the availability of funds.

19. This Agreement Supersedes Prior Agreements. This Support and License Agreement replaces and supersedes all prior agreements and licenses between the parties relating to the subject matter herein including the Basic Licensed Material and/or Optional Licensed Material and all such prior agreements and licenses are hereby terminated.

20. Access to the Source Code. A copy of the printed source code for Basic Licensed Material and/or Optional Licensed Material and the mechanism by which the licensee's particular source code may be displayed shall be held in a bank safe deposit box. Should Oatalls Tax & OAMA, Inc., file for bankruptcy, dissolve, or otherwise cease to exist, the licensee shall have access to the source code at the aforementioned place through the Corporation Counsel. Such access shall be limited to determination or resolution of problems relating to the licensee's exclusive use of the software. This copy of the source code for the licensee's exclusive use shall in no way be considered an asset of the Customer.

Catalis Tax & CAMA shall also agree the upon occurrence of any of the above stated events, Oklahoma County is entitled to maintenance rights, including but not limited to the right to copy, adapt and modify the source code for the Oklahoma County's internal use and support. Catalis Tax & CAMA shall further agree that upon occurrence of any of the above stated events, its estate, or Catalis Tax & CAMA's successors or assigns unless it chooses to continue to rely on the ases hoster for continued maintenance and support services.

21. Severability. If any of the provisions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

THE CUSTOMER'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE, THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUPPORT AND LICENSE AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSING AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

The laws of the State of Oklahoma shall govern this Agreement.

OKLAHOMA COUNTY	Catalis Tax & CAMA, INC.
By: Brian Maughan	By: James J. McCabe
Title: County Commissioner Chairman	Title: CEO
By: Carrie Blumert	
Title: County Commissioner	
	County Attest:
By: [illegible]	By: Marvin Trout
Title: County Commissioner	Title: County Clerk
Date: 05-31-2023	Date: 05-31-2023

PO 22400000

PO 22601123

SCHEDULE A

CUSTOMER: OKLAHOMA COUNTY

Patriot Properties, Inc., hereby grants the Customer non-transferable, non-exclusive licenses for the Term of this agreement and under the terms of this agreement to use the following licensed programs and/or related optional materials in machine readable form on designated serial numbered CPU's and/or to utilize licensed programs and related optional materials in printed form, as specified below.

License and Support Term 7/1/2023 to 6/30/2024 (Auto-Renewal Term (1) Year)

Annual License and Support Fees: $181,238.00

Annual License and Support fees will be held at a rate of $181,238.00 annually until June 30, 2024, at which time such fees may increase annually; increases shall be no more than 6% for any given year over the prior year's fees. This limitation on increases shall be applicable for as long as the Customer maintains this and all subsequent contracts. The annual fee will continue to be invoiced quarterly beginning July 1, 2023.

Annual License and Support

AssessPro APS Base Software, REAPPOnline PP	$100,187.00
GIS VIEWER (Requires ESRI licensing, licensing not included)	$14,040.00
Marshall Swift Commercial Cost Subscription (19,500 buildings at 2023 commercial rate $0.351/building)	$7,200.00
TOTAL	$181,238.00

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

Requisition 12700682-00 FY 2027

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065armarhof
Status: Created

Vendor
CATALIS TAX & CAMA, INC.
3025 WINDWARD PLAZA STE 200

ALPHARETTA, GA 30005

Tel#470-567-4782 x11824

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/26	001875				Assessor Revaluation

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET FOR PROF SERVICES	147662.12 EACH	1.00000	147662.12

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 147662.12

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

Account	Amount	Remaining Budget

County Request No. 502

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 priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge 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: 06/25/2026 Department: Assessor

State the nature of the legal request:

Please review the "Amendment No. 2" to the July 1, 2023 annual agreement with Catalis Tax & CAMA for FY 26/27. The "Amendment" simply extends the software agreement for another fiscal year at a slightly higher price. (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
JUN 25 2026
CIVIL DIVISION
DISTRICT ATTORNEY

County Officer or Department Director

Reply of District Attorney's Office:

approved + OK = original (K) is very old - may want to consider doing all new (K) next year as confidentiality issues have changed.

Date of Reply: 6/24/2026

Assistant District Attorney