

Oklahoma County Assessor	
320 S Robert S Kerr Ave, Third Floor	
Oklahoma City, OK 73102	
33803379	Keith Walvoord



## Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. ("Licensor") and Oklahoma County Assessor ("Licensee") and is executed pursuant to and made a part of the License Agreement signed by Licensee on 08/15/2022, for the provision of Licensor's commercial real estate information service(s) (the "License Agreement"). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the License Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. The second sentence of Section 4 of the License Agreement, beginning with "This Agreement shall continue thereafter...", is deleted.
2. Section 5 of the License Agreement is deleted in its entirety and replaced with the following:

**"Licensee agrees to pay the License Fees and all other fees set forth in this Agreement (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. CoStar will send invoices for the License Fees by email, regular mail or both. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty days. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder."**

3. The last sentence in Section 6 of the License Agreement is deleted.
4. Section 9 of the License Agreement is deleted in its entirety.
5. Section 10(d) of the License Agreement is deleted.
6. Section 14 of the License Agreement is deleted in its entirety.
7. In Section 18 of the License Agreement, each instance of "District of Columbia" is deleted and replaced with **"State of Oklahoma"**.

8. Licenser and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

**CoStar Realty Information, Inc.:**

By: 

Name: Scott Wheeler

Title: Chief Financial Officer

Date: 7-22-2022

**Licensee:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved on August 15, 2022

By Board of County Commissioners

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Oklahoma County Clerk's Office

# CoStar Information Subscription Form

FOR INTERNAL ONLY: (Ref ID) 1908594	
AE:	Adam Case
Location ID:	33803379
Business Code:	Government



<b>BILL TO:</b>	
Licensee: Oklahoma County Assessor	Location ID: 33803379
Address: 320 S Robert S Kerr Ave Third Floor	City/State/Zip: Oklahoma City, OK 73102
Telephone: (405) 713-1200	
Bill-To Contact: Steve Storff	Email for Bill-To Contact: stesto@oklahomacounty.org
<b>USE:</b>	
<b>BILLING CYCLE:</b>	
Total No. Listings: 0	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually
Total No. Sites: 1	<input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly
Total No. Authorized Users (All Sites): 8	
<b>TERM:</b>	
One Year Initial Term	
<b>INVOICE TYPE/BILLING PREFERRED:</b>	<b>START DATE:</b>
Single Invoice	Delayed start date for all service offerings: September 1, 2022.

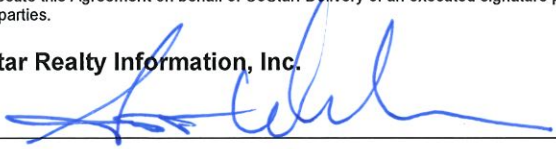
SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
33803379	All Data	CoStar Suite	\$2,855.00
Total Monthly Fees From Additional Schedule of Services:			
Discount:			
Total Monthly License Fees:			\$2,855.00
Discounted Monthly License Fees:			

**Notes:** This Agreement supersedes the agreement between the above-named Customer/Licensee and CoStar/Licensor dated 07/31/2021 relating to the provision of CoStar services, except for those terms that survive termination and any outstanding license fees.

This agreement includes the applicable Terms and Conditions for the services identified above, available at <https://www.apartments.com/advertise/disclaimers/internet-advertising-terms-and-conditions>, <https://www.apartments.com/advertise/ocps-terms-conditions> and/or <https://www.costar.com/CoStarTerms-and-Conditions>, and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Customer/Licensee (collectively, the "Agreement"), and establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions are an integral part of the Agreement being formed hereby. In addition, this Agreement incorporates by reference the website Terms of Service/Use (the "Website Terms of Use") available online for each applicable service provided under this Agreement (e.g., [www.costar.com](https://www.costar.com), [www.apartments.com](https://www.apartments.com), [www.apartmentfinder.com](https://www.apartmentfinder.com), etc.). Customer/Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Service. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this Agreement by the following date 7/31/2022, the terms of this Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this Agreement after such date, this Agreement shall continue in full force and effect and be binding on the parties. Licensee may not make any changes to this Agreement unless agreed to by CoStar in writing. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this Agreement on behalf of CoStar. Delivery of an executed signature page to this Agreement by electronic means shall be effective and constitute a legal and binding agreement on the parties.

**CoStar Realty Information, Inc.**

By:   
 Name: Scott Wheeler  
 Title: Chief Financial Officer  
 Date: 7/22/22  
 Address: 1331 L St NW  
 Address: Washington, DC 20005-4101

**Licensee**

Signature:   
 Print Name: ~~Steve Storff~~ Brian Maughan  
 Title: ~~Chief Commercial Appraiser~~ BCC Chairman  
 Date:  
 Address: 320 S Robert S Kerr Ave Third Floor  
 Address: Oklahoma City, OK 73102 USA



CoStar  
Information  
Subscription Form



AUTHORIZED SITE & USERS LIST	
Licensee: Oklahoma County Assessor	Location ID: 33803379
Address: 320 S Robert S Kerr Ave Third Floor	Oklahoma City, OK 73102
Total Number of Authorized Users at Site: 5	

USERS AT ABOVE LISTED SITE	
Contact Name: Steve Storff	Phone: (405) 713-1212
Email: stesto@oklahomacounty.org	Role: User
Contact Name: Sheila Stout	Phone: (405) 713-1200
Email: shesto@oklahomacounty.org	Role: User
Contact Name: Jason Hill	Phone: (405) 713-1200
Email: jason.hill@oklahomacounty.org	Role: User
Contact Name: Chad Stejskal	Phone: (405) 713-1200
Email: chaste@oklahomacounty.org	Role: User
Contact Name: Sky Miller	Phone: (405) 713-1200
Email: arskymil@oklahomacounty.org	Role: User

# CoStar Product Terms and Conditions

1. License. (a) This Agreement between CoStar Realty Information, Inc. and/or STR, LLC, a wholly-owned subsidiary of CoStar Realty Information, Inc. (collectively, "CoStar"), and Licensee concerns one or more products developed and maintained by CoStar consisting of one or more of the following: (1) a proprietary database (the "Database") of commercial real estate and/or lodging industry information, including but not limited to, the information, text, photographic and other images and data contained in or supplied from the Database (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information; (2) forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to the Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee (the "Analysis"); (3) commercial real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis (for the purposes of this Agreement, the "CoStar Market Reports"); (4) related software (the "Software") and (5) the STR Benchmark product, including, but not limited to, hotel and lodging reports and benchmarking services (the "STR Benchmark Product"), which, if Licensee receives such product, shall be subject to additional terms and conditions located here: <https://www.costar.com/CoStarTerms-and-Conditions/STRBenchmarking> (the "STR Benchmark Terms"). Those portions of the Software, Database, Analysis and CoStar Market Reports that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, Analysis or CoStar Market Reports, including as a result of the verification of any portion of the Information, Analysis or CoStar Market Reports by Licensee, are collectively referred to herein as the "CoStar Product." The CoStar Product and the STR Benchmark Product are collectively referred to herein as "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form into which these CoStar Product Terms and Conditions and STR Benchmark Terms (if applicable) are incorporated by reference, subject to and in accordance with the terms of this Agreement. (c) The CoStar Product may be used by no more than the number of users set forth on the Subscription Form and associated with the site(s) specifically identified therein. Except where Licensee is an individual, and therefore the sole Authorized User, all of such users (the "Authorized Users") must be individuals who are (1) employed by Licensee or an Exclusive Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Users and associated sites for the CoStar Product. Licensee understands that all individuals that benefit from the CoStar Product at each licensed site, which for the avoidance of doubt includes, without limitation, any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or

directors managing such personnel) must be an Authorized User and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate or lodging industry information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names and passwords (collectively, the "Passcodes") and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. Use. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business: (1) use the CoStar Product for Licensee's internal research purposes; and (2) use the Database (A) to provide information regarding particular properties to its clients and prospective clients; (B) to market particular properties, and (C) to support its valuation, appraisal or counseling regarding a specific property. Licensee may also in the ordinary course of its business share or distribute to clients limited amounts of Information and limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports ("CoStar Excerpts") that are contained in or incidental to its own reports, analyses or presentations for clients ("Client Materials"), provided that: (i) such CoStar Excerpts are only supportive of the substance of the Client Materials; (ii) Licensee shall be liable for any such distribution of the CoStar Excerpts; (iii) Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials; (iv) the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports and may contain only limited amounts of building-specific and tenant-specific Information; and (v) the Client Materials are not commercially or generally distributed. Subject to Sections 2(b) and 2(c), Licensee may print Information or copy Information into desktop, mobile, or cloud-based word processing, spreadsheet, presentation programs, or general purpose productivity software packages (or any other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial, in the ordinary course of Licensee's business, and used in compliance with this Section. No such programs or storage solutions may be used to create a searchable and/or competitive database of any portion of the CoStar Product, which, for the avoidance of doubt, means a database that permits its users to search for and/or extract individual records or data points within such records. (b) Except as set forth in Section 2(a) and in the STR Benchmark Terms, or as may otherwise be agreed to by parties, Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including, without limitation, in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee

and the Authorized Users, except that (i) Licensee may e-mail a report containing Information or CoStar Excerpts that complies with Section 2(a) to a limited number of its clients and prospective clients, and (ii) for brokerage or other similar commercial real estate Licensees, Licensee may display solely on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product without the express written permission from CoStar; (3) access or use the Licensed Product if Licensee is a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any Information or Analysis for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute Information or Analysis that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9)(A) use any portion of the Licensed Product in any securities offering materials, registration statement, prospectus or other filing with the U.S. Securities and Exchange Commission or a foreign securities regulator (or other materials in each case), (B) incorporate by reference any portion of the Licensed Product into any such registration statement, prospectus or other filing or (C) use any portion of the Licensed Product in any filing with any federal, provincial, state, local or foreign governmental authority; each case of (A), (B) and (C) being in connection with the offer or sale of securities.

3. Ownership. Licensee acknowledges that the Information is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the CoStar Product, including all U.S., United Kingdom, Canadian, European Union or other international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the CoStar Product except the right to use the CoStar Product as set forth herein. Licensee acknowledges that the Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Exclusive Contractors,

affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors. Nothing in this Agreement will restrict CoStar from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Licensed Product or new products, features or tools, or any portion thereof.

4. Term. The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof.

This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the day after the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee acknowledges that it is responsible for payment of License Fees (as defined below) pursuant to Section 5 for the entire Renewal Term unless the Agreement is terminated in accordance with the notice provisions of this Section. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date the Agreement is fully executed.

5. License Fees. Licensee agrees to pay the license fees and all other fees set forth in this Agreement in the currency set out on the Subscription Form (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. CoStar will send invoices for the License Fees by email, regular mail or both. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not



include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. Termination. (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates; (2) in the event that CoStar discontinues providing a particular product, upon five (5) days' written notice at any time in CoStar's sole discretion, in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due in respect of terminated portion of the Licensed Product after the date of such termination; or (3) in the event (i) Licensee is directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity (A) designated pursuant to an economic sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identifications List or (B) who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the U.S. government; (ii) Licensee is designated on the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) Licensee is in material violation of applicable human trafficking or child labor laws. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.

Notwithstanding anything to the contrary in the second sentence of this Section 7, upon any non-renewal or termination of the Agreement, Licensee shall not be required to purge from its hard-copy, electronic or email files STR Benchmarking Deliverables (as defined in the STR Benchmark Terms) or Information that Licensee's Authorized Users incorporated into its own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, (the "Post-Termination Information"); provided, however, that the Post-Termination Information may be retained solely for ordinary corporate systems backup, legal or regulatory purposes and may not be used, copied, distributed or displayed for internal research or marketing or for establishing, populating or being used within any commercial real estate information service or other searchable database or for any other purposes.

8. Licensed Product. Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product. Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any permissible Licensee third party) system(s) that affect the Licensed Product or any CoStar Information, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused and notify CoStar with all relevant information associated with the breach or incident.

9. Information. If Licensee's business provides any commercial real estate services, Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's website. CoStar acknowledges that if Licensee provides CoStar with any information or images, Licensee retains its rights to such information and images, even following termination of this Agreement.

**10. LIMITATION ON LIABILITY. (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.**

**11. NO WARRANTIES. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY,**

ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR COMMERCIAL REAL ESTATE MARKETS. THE ANALYSIS AND COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF ACCURACY IN REPORTING COMMERCIAL REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD COSTAR OR ITS LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING COMMERCIAL REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.

12. Assignment. The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar. Notwithstanding anything set forth to the contrary above, in the event of Licensee's merger with or acquisition of, or acquisition of assets by, any third party, Licensee shall be entitled upon written notice, without approval from CoStar, to assign its rights and obligations under this Agreement to such third party; provided, however, that (a) such assignment shall not result in the elimination of any then-existing CoStar revenue stream from Licensee or such third party; and (b) in no event shall Licensee be entitled to assign its rights and obligations hereunder to any individual or entity that directly or indirectly competes with CoStar or any of its affiliates.

13. Passcodes. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with

Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall cease using and destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Exclusive Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer and requires the Authorized User to access the Licensed Product solely using the Passcodes and, if required by CoStar, Passcodes with two-factor authentication, including, but not limited to, facial recognition authentication. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.

14. Indemnification. Licensee agrees to defend, indemnify and hold harmless CoStar, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including, without limitation, attorney's fees, associated with the defense and settlement of any threatened, pending or completed claim, demand or action resulting from, arising out of or relating to Licensee's use or application Licensed Product in contravention of the terms of the Agreement, including, without limitation, a claim under any laws, rules or regulations (a "Claim") and shall pay any judgments or settlements based thereon; provided, that CoStar shall give Licensee prompt written notice of the Claim (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Licensee's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. CoStar may, at its own expense, reasonably assist in such defense if it so chooses, provided that Licensee shall control such defense and all negotiations relative to the settlement of any such Claim. This Section shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any laws, rules or regulations pursuant to the Section above, if for any reason the foregoing indemnity is unavailable to any CoStar Party, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such Claim under any legal or equitable theories available to it.

15. Notices; Invoices. All notices given hereunder will be in writing and delivered by email, personally mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight courier company. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's physical address specified on the Subscription Form, email address or to such other address as Licensee may specify, and if being delivered to CoStar, shall be delivered to the physical address set forth on the Subscription Form, Attention: CoStar Sales, or to the email address or such other address as CoStar may specify. All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail or email.



Pursuant to Section 4 of this Agreement, Licensee may deliver notices of termination to CoStar via email at the following address: [cancel@costar.com](mailto:cancel@costar.com).

16. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

17. User Information. Licensee acknowledges that if it creates any settings, saved searches, fields or functions in the CoStar Product or inputs, adds or exports any data into or from the CoStar Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in the CoStar Product per Authorized User located at that site.

18. Choice of Law; Jurisdiction. This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

19. Miscellaneous. The version of these CoStar Product Terms and Conditions effective as of the time of the parties' full execution of the Agreement shall be attached to, incorporated into and govern the Agreement. The Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. The foregoing sentences of this Section shall not limit or exclude any liability for fraud. Licensee agrees that CoStar may send to Licensee and its employees, Authorized Users and Exclusive Contractors communications, including, but not limited to, email

communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, Authorized Users and Exclusive Contractors send using the Licensed Product, including, but not limited to, the United States' anti-spam law (CAN-SPAM), Canada's anti-spam law (CASL), the United Kingdom's General Data Protection Regulation and Data Protection Act 2018 (UK GDPR), the Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and the European Union's General Data Protection Regulation (EU GDPR) and any other applicable EU directives (as implemented within the relevant EU member state(s)). If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The English language version of this Agreement shall be binding. Any translated version shall serve for information purposes only. The provisions of Sections 2(b), 2(c), 3, 5, 6(d), 7, and 10 through 19 hereof will survive nonrenewal or termination of this Agreement.

Effective Date: June 1, 2022

If you are a current CoStar subscriber and have executed your agreement prior to June 1, 2022 [click here](#) to access the Terms and Conditions governing your agreement.

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

Requisition 12301363-00 FY 2023

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

Page 1

Vendor  
COSTAR REALTY INFORMATION INC  
PO BOX 791123

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

BALTIMORE, MD 21279-1123

Tel#800-894-4720  
Fax 800-613-1301

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
08/01/22	1001557				Assessor Revaluation

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET FOR PROFESSIONAL SERVIES BOCC APPROVAL:	35000.00 EACH	1.00000	35000.00

1 10114000-54455 35000.00

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

35000.00

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

Account	Amount	Remaining Budget
10114000-54455	35000.00	337027.55
Assessor Revaluation	Professional Services-Other	