



Contract Number:

U21-006- A

Effective Date:

July 1, 2022 ("Effective Date")

Customer:

Oklahoma County, OK

Customer Primary Contact:

Bob Maurer
Bobmau@oklahomacounty.org

Services ("Services"):

- A. Sketch Verification - Sketches currently maintained in the CAMA system for each improvement would be geo-referenced, converted into a shape file and compared to the actual improvement through existing aerial imagery. Through this process, we will identify improvements where the sketch and the actual image on the aerial photographs do not agree. Apex will provide a list of parcels where the sketch and the aerial do not match in multiple groupings not limited to the following:

1. Properties that have no sketch, but the aerial indicates a building exists.
2. Properties that have major mismatches.
3. Properties that have minor mismatches.
4. Properties where a match cannot be determined; and
5. Properties that have sketches, but no building appears on the aerial.

B. GeoViewPort™ ("GVP"):

The Services include an enterprise-wide subscription to the following, for the exclusive purpose of performing services with respect to Oklahoma County.

GVP – Desktop Review Module
GVP – Project Management Module
GVP – Mobile Appraiser

Standard initial set up of GVP includes:

- 1) One set of Ortho in Mr. Sid Format (Customer-provided)
- 2) Access to Near Map API Key (assumes Customer has licensed Online)
- 3) Sketch Data (Customer-provided)
- 4) Parcel Layer (Customer-provided)
- 5) Address/Property ID Data (Customer-provided)

Standard GIS updates will be quarterly. Increase in frequency or additional data layers will be reviewed and priced accordingly.



The term of subscription will be one year approved annually ("GVP Term").

Customer shall ensure that any End User (as such term is defined herein) shall comply with the terms and conditions set forth in this Contract governing use of the Services.

Required Customer Data:

Customer shall provide certain data as set forth herein to facilitate provision of the Services. Customer acknowledges and agrees that delivery of the Services is dependent on the receipt of customer data. Customer shall provide the following.

- Most current ortho-photographic imagery available to the Customer – in color, in Mr. Sid format
- Shape file depicting building outline
- Building description CAMA data
- Historical imagery for all parcels if available
- Shape file of parcel Layer, including parcel attributes such as address and Land Use Codes and descriptions
- Assessment District Map

Pricing and Payment Terms (in USD):

Deliverable	Fee	Payment Terms
GVP – Desktop Review	\$17,500/year ¹	Quarterly in advance of service, commencing July 2022
GVP – Project Management	\$17,500/year ¹	Quarterly in advance of service, commencing July 2022
GVP – Mobile Appraiser	\$17,500/year ¹	Quarterly in advance of service, commencing July 2022
GVP Set Up Fee	\$2,500	One-time fee, payable upon completion of set-up
CAMA Integration (Optional)	\$5,000	One-time fee, payable upon completion of integration
Sketch Verification	.75	Per Improved Parcel (up to 68,000 parcels annually) – payable upon delivery

¹Based on a total parcel county of 273,000



Terms of Use:

Apex will provide the Services described herein to Customer in accordance with the terms and conditions set forth in this Contract. For purposes of this Contract, the term Customer will include any employees, agents, contractors, or representatives of Customer utilizing the Services pursuant to this Contract.

A. License; Restrictions on Use.

1. Subject to the terms and conditions set forth in this Contract, Apex grants to the Customer a non-exclusive, limited license to use the Services solely for the purposes set forth herein. There are no implied licenses under this Contract and any rights not expressly granted to the Customer are reserved by Apex for its own use and benefit. The Services and all contents thereof, including but not limited to any images provided to Customer and meta data associated therewith, are the exclusive property of Appraisal Solutions. Any enhancements or additions to the Services that may be requested by Customer shall be subject to the license described herein; provided, however that such enhancements or additions shall remain the exclusive property of Apex.
2. Customer will use the Services only as authorized herein and will not reproduce, sell, rent, assign, lease, sublicense, distribute, resell, market or commercially exploit the Services or any component thereof in any way; provided, however that Customer may disclose any imagery and Preferred Property Images provided by Apex to Customer's end user client ("End User"), which disclosure shall be subject to the terms and conditions set forth in this Contract. Notwithstanding the foregoing or anything contained herein to the contrary, the End User shall not be entitled to share the Services with any third party or to resell the Services to any third party.
3. Customer will not use the Services in a way that: (i) infringes Apex' or any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights; (ii) violates any law, statute, ordinance or regulation; or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing. Customer will (i) not disassemble, decompile, manipulate or reverse engineer Apex' Confidential Information or any portion of the Services; and (ii) take all necessary steps to prevent unauthorized use, disclosure, disassembly, decompiling, manipulation or reverse engineering of Apex' Confidential Information or any portion of the Services.
4. Any product names included in the Services are registered or common law trademarks or service marks (collectively "Trademarks") of Apex or its affiliates or data providers and no right or license to use the Trademarks is granted under this Contract. Except as may be authorized in writing by Apex, Notwithstanding the above, unless expressly authorized in writing by Apex, Customer will not remove, alter or obscure any Trademarks or proprietary notices contained in the Services or other materials provided by Apex, and to the extent any Trademarks appear in the Services, Customer will have a limited license to use such Trademarks solely as they appear in the Services and in accordance with the terms of this Contract.

- B. Updates. Apex may update the Services from time to time; provided that any such updates shall be implemented at no additional cost to Customer and that the Services shall not be materially downgraded as a result.



- C. Service Levels. Apex will use commercially reasonable efforts to keep the Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond its reasonable control.
- D. Third-Party Warranties. Customer acknowledges and agrees that the Services may include services and software provided by third parties and that Apex shall not be liable for matters arising from such services and software; provided, however that Apex will use reasonable efforts to enforce any service level and warranty obligations of its suppliers.
- E. Termination. Apex may immediately terminate this Contract without notice to Customer upon the occurrence of any of the following: (i) Customer fails to comply with any provision of this Contract; (ii) Customer assigns, sublicenses, or otherwise transfers any of its rights under this Contract without the consent of Apex; (iii) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; (iv) a substantial part of Customer's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency; or (v) Customer institutes any act or proceeding for the winding up of its business.
- F. Customer Responsibilities. Customer shall be responsible for any use of the Services or content accessed through the Services, including without limitation, any applicable terms of use pertaining to underlying social media platforms. Any links to third party sites contained within the Services are provided for convenience only and do not imply any endorsement or rights of use, and any use of such sites shall be done so at Customer's sole risk. In the event third-party software is required in order for Customer to use the Services, Customer shall be responsible for the purchase and operation of such software, subject to any terms of use applicable to such software, and Apex shall not be responsible for Customer's use of such software. Customer shall maintain the confidentiality of any usernames and passwords issued by Apex and shall use due care to avoid the disclosure of such usernames and passwords. Customer shall be responsible for all activities performed within Apex accounts licensed to Customer. Customer shall notify Apex immediately if: (i) Customer suspects or is made aware of any unauthorized access to Customer's accounts, or (ii) Customer receives any demands or complaints related to the Services.
- G. Confidential Information. Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, source and object code, product capabilities or lack thereof), that is disclosed by a party to another party other or that is otherwise learned by the other party in the course of its discussions or business dealings, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential. The material terms of this Contract shall constitute the Confidential Information of each party. Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled or otherwise required by law or by the order of a court of competent jurisdiction to be disclosed,



including without limitation, any disclosure required by applicable securities laws. The parties shall (i) not use Confidential Information for any purpose other than that contemplated by this Contract; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations at least as restrictive as those set forth herein.

- H. DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE. APEX DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE.
- I. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, APEX'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS CONTRACT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO APEX PURSUANT TO THIS CONTRACT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS CONTRACT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY WILL HAVE ANY LIABILITY UNDER OR IN ANY WAY RELATED TO THIS CONTRACT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; PROVIDED, HOWEVER, THAT THE LIMITATIONS ON LIABILITY CONTAINED IN THIS SENTENCE ARE LIMITED IN THAT CUSTOMER WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH SUBSECTION A RELATED TO LICENSING AND SUBSECTION G RELATED TO CONFIDENTIALITY.
- J. Intellectual Property Indemnity. Apex will indemnify, defend and hold Customer harmless from all third party claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement in the United States or Canada arising out of this Contract; provided that: (i) Customer gives Apex prompt written notice of any such allegation; (ii) Apex maintains full and complete control over the defense of any such allegation and any related settlement; and (iii) Customer cooperates fully with Apex in the defense of any such allegation. Notwithstanding the above, Apex will have no obligation to indemnify Customer if an allegation arises as a result of the combination or use of the Services with any other software, data or materials not furnished by Apex, if modifications are made to the Services without Apex' written authorization, or if the Services are used in violation of the terms and conditions of this Contract. THIS SECTION SETS FORTH APEX Appraisal Solution's ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD-PARTY CLAIMS, REGARDLESS OF THE NATURE OF THE CLAIMS.



- K. Governing Law. The parties acknowledge and agree that this Agreement will be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to the internal law of Oklahoma regarding conflicts of law. The parties consent and submit to the jurisdiction of the federal and/or state courts of Oklahoma, and any action or suit concerning this Agreement or related matters will be brought by the parties in federal or state court with appropriate subject matter jurisdiction in Oklahoma. Any and all disputes between the parties will be resolved in accordance with Subsection L (Dispute Resolution) below.
- L. Dispute Resolution. Customer agrees to provide Apex with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Apex in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Apex's appointed senior representative(s). If this method fails to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures. Pre-litigation settlement stage meetings and discussions between senior representatives will be deemed confidential and not admissible as evidence.
- M. Entire Agreement. This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations, or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Contract is binding on either party. This Contract cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.
- N. Survival. The provisions of this Contract pertaining to privacy, and any other provisions pertaining to rights and obligations which by their nature should survive, shall survive the termination of this Contract.
- O. Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market; provided, however that this provision shall exclude any obligation to make payments.
- P. Notice. All notices provided in accordance with this Contract shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to Apex to 408 - 383 Richmond Street London, Ontario N6A 3C4, and if to the Customer to the address set out herein, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.
- Q. Assignment. This Contract will inure to the benefit of the parties and their successors and assigns. The Services delivered and rights hereunder may be assigned and delegated to and



performed by Apex' affiliates with such affiliates being third party beneficiaries of Apex under the terms of this Contract and bound to the terms hereunder. Customer may not assign this Contract without the prior written consent of Apex, except to an affiliate of Customer. Except as set forth in this section, this Contract may not be assigned by either party without the prior written consent of the other party. Any attempt to assign any part of this Contract in breach hereof will be null and void.

The parties hereto are signing this Contract as of the Effective Date.

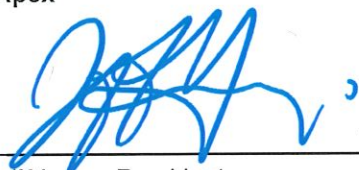
CUSTOMER: OKLAHOMA BOARD OF COUNTY COMMISSIONER

By: _____

Name: _____

Title: _____

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



Jeff Young, President

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

Requisition 12300334-00 FY 2023

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

Page 1

Vendor
ILOOKABOUT (US) INC
PO BOX 100145

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

SAN ANTONIO, TX 78201-1445

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
06/14/22	003894				Assessor Revaluation	
LN Description / Account				Qty	Unit Price	Net Price
001 BLANKET for services - sketch verification & GeoViewPoint				111000.00 EACH	1.00000	111000.00

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

111000.00

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

Amount Remaining Budget