

Amendment to Agreement for Online Auction Portal

1. This amendment (the "Amendment") is made by GovEase Auction, LLC and Cleveland County Treasurer, Oklahoma, parties to the agreement: Agreement for Online Auction Portal (the "Agreement") dated February 23, 2026, as amended from time to time.

2. The Agreement is amended as follows:

- Exhibit A: Scope of Services
- Exhibit B: Fees and Billing
- Exhibit B(A): Fee Tables
- Exhibit C: Customization Feature Request List
- Exhibit D: Service Provider Addendum for Payment Processing for Governmental Entities

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

GOVEASE AUCTION, LLC, a Mississippi
limited liability company

Cleveland County Treasurer, Oklahoma

By: Maggi Cerutti

Maggi Cerutti

Printed Name: _____

EVP, Operations

Its: _____

Date: 04-21-2026

By: Tammy Richards

Printed Name: Tammy Richards

Its: Treasurer

Date: 4-21-2026

**EXHIBIT A TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT SCOPE OF SERVICES**

GovEase will administer auctions on behalf of the Customer using the GovEase website. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online auctions on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate auctions using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the auction shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by GovEase

1. GovEase will provide an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions using a process that replicates a live, public outcry auction.
2. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
 - a. A list of properties with delinquent taxes (typically referred to as an advertising list);
 - b. Data on bidders who participated in previous auctions with the Customer (should this information be readily available); and
 - c. Additional available data (tax records, appraiser's website/links to GIS maps, if readily available from the Customer).
3. GovEase will provide commercially reasonable and necessary training for third party users.
4. GovEase shall provide a host server for the web site. The website will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for auctions offered by the Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its commercially reasonable best efforts to make the web site available during most regular business hours during each auction conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such auction during most such business hours. During each such auction, GovEase shall provide to the Customer the technical support necessary to facilitate the Customer's conduct of online auctions.
5. Dependent to the customer's selection in **Exhibit "B(A)"**, if the Customer chooses to handle payments within their office;
 - a. The Customer will maintain all auction proceeds, deposits, billing, and fee payments.
 - b. The Customer will maintain the process of all bidder approvals.
6. Dependent on the Customer's selection in **Exhibit "B(A)"**, if the Customer requests the option to have payments processed by GovEase as an additional service to the online auction:
 - a. GovEase shall facilitate and process payments itself. Such facilitation and processing of payments shall include but shall not be limited to managing and maintaining all auction proceeds, deposits, billing, and fee payments as well as, refunding of deposits.

- b. GovEase will handle all bidder approvals on behalf of the Customer under this Agreement accompanying the Customer's registration requirements.
7. The Customer hereby agrees and acknowledges that the scope of services under this Agreement are specifically set forth above. In the event that: (a) the Customer desires or expresses an interest in or asks for more customized services which are more customized than set forth above; (b) OR if the Customer requests changes to GovEase's products, including, but not limited to GovEase's "website", GovEase's "internet application"; (hereinafter (a), (b) and (c) are collectively referred to as ("Customizations")), then GovEase has the right to and the option to submit an **Exhibit "C"** entitled "Customization Feature Request List" to the Customer with a description of what customizations the Customer is requesting, a time estimate (if applicable) and a new and additional charge to be paid by Customer to GovEase pursuant to the same payment and billing terms provided for in the body of this Agreement. Both parties must execute or have an authorized representative initial any such **Exhibit "C" – Customization Feature Request List** before GovEase is obligated to perform any such addition to the scope of services or any customized services or more customized products, regardless of whether such **Exhibit "C"** is executed with the original body of the Agreement or such **Exhibit "C"** is executed on a date after the parties hereto execute the original body of this Agreement. If GovEase elects to provide any such **Exhibit "C"**, then only after it is signed by both parties hereto shall GovEase be obligated to perform such customized services or provide such products. GovEase also reserves the right to demand partial payment or full payment for the Customization Feature Request List charges before undertaking such additional customized work.
8. In addition, in the event that the Customer desires for GovEase to handle all payment processing for the Customer (instead of Customer handling all payment processing itself), then both parties shall execute **Exhibit "D"** attached hereto or an Exhibit substantially similar to the **Exhibit "D"** attached hereto. Only after an **Exhibit "D"** is executed by both parties hereto shall GovEase be obligated to perform the payment processing services for the Customer.

GovEase Authorized
Representative

M.C.

Initial Here

Customer Authorized
Representative

Jdr

Initial Here

**EXHIBIT B TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT FEES AND BILLING**

1. For each auction administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee based on the Customer's selection in **Exhibit "B(A)."**
2. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section IV (4) of this Agreement for services provided under this Agreement to the Customer within thirty (30) days of providing services. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."
4. If the Customer selects on **Exhibit "B(A)"** the option of having payment processing provided as an additional service to the online auction;
 - a. GovEase itself shall work cooperatively with the Customer to transmit the proceeds from the auction to the Customer once all funds have been processed, settled and cleared and the Customer and GovEase shall execute a document substantially similar to the form attached hereto as **Exhibit "D"** entitled GovEase Service Provider Addendum to Agreement for Online Auction Portal for Payment Processing for Governmental Entities.

GovEase Authorized
Representative

M.C.

Initial Here

Customer Authorized
Representative

Jdr

Initial Here

**EXHIBIT D TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT SERVICE PROVIDER ADDENDUM FOR PAYMENT
PROCESSING FOR GOVERNMENTAL ENTITIES**

This Service Provider Addendum for Payment Processing for Governmental Entities (this "Addendum") is made and entered into by and between Cleveland County Treasurer, Oklahoma (the "Customer") and GOVEASE AUCTION, LLC, a Mississippi limited liability company ("GovEase"). This Addendum applies only if the Customer elects to have GovEase process bidder deposits and payments in connection with auctions conducted under the Agreement.

1. Payment Processing And Deposits

- a. GovEase shall act as the Customer's designated payment processor for the purposes of receiving bidder deposits and auction payments through the GovEase platform.
- b. Bidder deposits and payments shall be submitted through the GovEase platform using one or more payment methods authorized by the Customer for a given auction, which may include credit card, debit card, ACH, E-check, wire transfer of certified funds, or other methods supported by the GovEase platform.
- c. GovEase shall receive bidder deposits and payments into a GovEase-controlled account solely in connection with payment processing, settlement, reconciliation, refund processing, forfeiture processing, and remittance to the Customer. GovEase may hold such funds for a commercially reasonable period required to complete these processes.
- d. All bidder deposits and payments are received by GovEase for the benefit of the Customer, and title to such funds remains with the Customer at all times, subject to applicable settlement, refund, or forfeiture rules established by the Customer and implemented through the GovEase platform. The Customer assumes all risk of loss associated with such funds, including risks arising from fraud, chargebacks, reversals, banking failures, payment network outages, or unauthorized transactions, except to the extent directly caused by GovEase's gross negligence or willful misconduct.

2. Payment Processing Fees and Bidder Non-Payment

- a. Bidders shall be solely responsible for any fees associated with their selected payment method, including but not limited to credit card fees, debit card fees, ACH or E-check fees, wire transfer fees, convenience fees, or other processing or banking fees. Such fees shall be charged to bidders in addition to the amounts owed for deposits or auction payments and shall not be deducted from auction proceeds remitted to the Customer, unless otherwise expressly authorized by the Customer.
- b. GovEase does not guarantee bidder performance and shall not be liable to the Customer for any failure or refusal by a bidder to submit required deposits or payments, except to the extent caused by GovEase's failure to properly process a payment submitted through the GovEase platform.

3. Application, Refunds, And Forfeitures

- a. Bidder deposits may be applied to winning bids, refunded to non-winning bidders, or forfeited in accordance with the Customer's auction rules.
- b. GovEase shall apply, refund, or forfeit deposits as determined by auction outcomes and the Customer's rules as implemented through the GovEase platform. GovEase shall not be responsible for bidder disputes regarding deposits, refunds, forfeitures, or payment processing fees, except to the extent such matters arise from GovEase's failure to apply the Customer's rules as provided.

4. Remittance To Customer

- a. Following settlement and clearance of bidder payments, GovEase shall remit auction proceeds to the Customer in one or more consolidated or scheduled transactions.
- b. If authorized by the Customer, GovEase may deduct and withhold its fees payable under the Agreement or applicable Exhibits prior to remitting auction proceeds to the Customer. Any such withholding shall be performed only in accordance with the Customer's written election and the fee structure set forth in the Agreement and applicable Exhibits.
- c. Remittance timing shall be subject to applicable settlement, clearing, banking, and chargeback processes, as well as auction outcomes. GovEase shall not be responsible for delays caused by settlement cycles, banking delays, chargebacks, fraud reviews, payment network operations, Force Majeure events, or incomplete or inaccurate information provided by bidders or the Customer. GovEase shall not be liable for delays or failures in remittance caused by the acts or omissions of banks, payment networks, or financial institutions beyond GovEase's reasonable control.

5. Agent Of The Payee

For the purposes of receiving bidder deposits and payments and remitting auction proceeds, GovEase acts as the Customer's authorized payment processor, receiving funds on behalf of the Customer as payee. The parties expressly acknowledge that GovEase does not act as an escrow agent, trustee, fiduciary, custodian, or guarantor with respect to bidder deposits or auction payments, and that no trust, escrow, fiduciary, or custodial relationship is created by this Addendum. Upon remittance of collected funds to the Customer, GovEase shall have no further responsibility or liability with respect to such funds. GovEase does not act as fiduciary, trustee, or representative of any bidder and does not assume responsibility for bidder obligations or performance.

6. Compliance And Limitations

Payment processing activities under this Addendum are subject to applicable federal, state, and local laws, rules, and standards, including card network rules, PCI-DSS, NACHA, EFTA, and applicable banking regulations, as applicable to the payment methods authorized by the Customer. The parties agree to reasonably cooperate to support compliance with such requirements. GovEase shall have no obligation to monitor, verify, investigate, or validate bidder identities, bidder authority, source of funds, or legality of transactions, except as required to implement commercially reasonable payment processing controls mandated by applicable law or payment network rules.

7. Indemnification

Each party shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, and expenses

(including reasonable attorneys' fees) arising out of or relating to the indemnifying party's violation of applicable law. Without limiting the foregoing, the Customer shall indemnify, defend, and hold GovEase harmless from any claims arising out of or relating to (i) auction authority or legality; (ii) auction rules or enforcement; (iii) bidder non-payment; (iv) deposits, refunds, forfeitures, chargebacks, or reversals; or (v) bidder disputes or payment method fees.

8. Reconciliation And Audit Limits

GovEase shall provide commercially reasonable transaction reports to support reconciliation of bidder payments and remittances. Final reconciliation and accounting of auction proceeds shall be the responsibility of the Customer. Any audit rights shall be limited to records directly related to the Customer's transactions and shall not include access to GovEase's proprietary systems, internal controls, or data of other customers.

9. Limitation Of Liability

To the maximum extent permitted by law, GovEase's total cumulative liability arising out of or relating to this Addendum shall not exceed the total fees paid to GovEase by the Customer under the Agreement during the twelve (12) months preceding the event giving rise to the claim. In no event shall GovEase be liable for the amount of bidder deposits or auction payments processed on behalf of the Customer, except to the extent such funds were not remitted due solely to GovEase's gross negligence or willful misconduct. Nothing in this Addendum is intended to make GovEase an insurer or guarantor of bidder payments or auction proceeds.

10. Survival

Provisions relating to ownership of funds, risk allocation, indemnification, limitation of liability, and audit limitations shall survive termination or expiration of the Agreement.

{Signatures to Appear on the Following Page.}

GOVEASE AUCTION, LLC, a Mississippi
limited liability company

By: Maggi Cerutti

Printed Name: Maggi Cerutti

Its: EVP, Operations

Date: 04-21-2026

Cleveland County Treasurer, Oklahoma

By: Tammy Richards

Printed Name: Tammy Richards

Its: Treasurer

Date: 4-21-2026