

**AGREEMENT:**

The Implementation, Hosting and Maintenance of the  
Real Estate Tax Processing Cloud-Based Software Provided as a Service Known as "EscrowCloud"

**Prepared for:**

Cleveland County Treasurer, OK

## AGREEMENT

This AGREEMENT is made and entered into as of the date specified by Customer on the below signature page (the "Effective Date"), by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Cleveland County Treasurer (hereinafter, "Agency"), a government agency maintaining its principal place of business at 201 S. Jones, Suite 100 Norman, OK 73069.

1. **TERM:** This Agreement shall be in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall be renewed automatically for successive one-year terms thereafter (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides to the other written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. In addition, either party may terminate this Agreement at any time for "Good Cause" by providing to the other party at least thirty (30) days' prior written notice specifying the intended date of termination and detailing the circumstances constituting "Good Cause" for termination. "Good Cause" is defined as: a) inability by Autoagent to properly and timely import billing data provided by the Agency; b) inability of Autoagent to provide accurately formatted payment files; c) inability of Autoagent to perform the services contemplated by this Agreement due to circumstances beyond its control; d) inability of Autoagent to provide reasonable security of the data hosted by Autoagent; and e) inability of Autoagent to reduce Agency refunds from the "Core Tax Servicers" for the first tax season completed during the Term (compared to the average Agency refunds from the Core Tax Servicers during the same tax season for the immediately preceding year). The term "Core Tax Servicers" means the main tax servicing companies, specifically Cotality and Lereta (or any successors thereto). If the Agency terminates this Agreement before the end of the Term for any reason other than Good Cause, Autoagent shall be entitled to recover from Agency, and Agency hereby agrees to pay promptly following Autoagent's written request, Autoagent's cost of onboarding, programming, and training for Agency.

## 2. RESPONSIBILITIES:

### A. Autoagent.

- 1) **License to Use the EscrowCloud Platform.** Autoagent hereby grants to Agency a limited, non-exclusive, non-sublicensable license to use the EscrowCloud platform during the Term. Autoagent shall make the EscrowCloud platform available for Agency's use, and Agency agrees to use the EscrowCloud platform, on an "as-is" basis, subject to any changes and improvements Autoagent may make to the platform from time to time.
- 2) **Availability.** Autoagent shall host and maintain the EscrowCloud platform, and shall make the EscrowCloud platform available for Agency's use on a 99% availability basis, excluding times of scheduled maintenance. Agency shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of the EscrowCloud platform.
- 3) **Integration.** To the extent necessary to fulfill the purpose of this Agreement, Autoagent shall integrate its EscrowCloud platform to Agency's billing and payment file layouts.
- 4) **Cost.** Autoagent shall make the EscrowCloud platform available for Agency's use at no cost to Agency. Autoagent shall be entitled to recover costs and fees from the end users of the EscrowCloud platform ("Payers"). Payers are third-party companies (including but not limited to the Core Tax Servicers) who pay fees for data access and/or make payment commitments to the Agency electronically using the EscrowCloud platform.

- 5) **Training.** Within thirty (30) days after completion of the integration described above or as otherwise agreed by the parties hereto, Autoagent shall provide to Agency a one-hour virtual training session or guided launch session (the “Initial Training”) to ensure that Agency staff has the knowledge required to use the EscrowCloud platform.

B. Agency.

- 1) **License to Use the EscrowCloud Platform.** Agency agrees to use the EscrowCloud platform subject to the above-described license and only for its own purposes as contemplated by this Agreement, and agrees not to copy, distribute, decompile, or reverse engineer the EscrowCloud platform.
  - 2) **Integration.** Agency agrees to provide reasonable and timely cooperation to Autoagent to facilitate the integration of the EscrowCloud platform as described above. Agency’s cooperation shall include without limitation answering set-up questions and providing sample billing and payment files and associated layouts promptly upon Autoagent’s request, but in no event less than three (3) weeks prior to the first billing-collection start date to occur during the Term.
  - 3) **Training.** Agency agrees to cause the appropriate personnel to attend the Initial Training at a time that is mutually agreeable to the parties hereto.
  - 4) **Data Delivery Requirements.** Using the EscrowCloud platform, Agency agrees to provide to Autoagent the “Required Data” at least once per week during the Agency’s billing cycles, and at least once per month at all other times during the Term, to facilitate accurate payments by the Payers and to minimize Agency refunds. The “Required Data” means updated billing data that contains, at a minimum, the following data elements: account number, owner name, address, base billing amounts, current billing balances, current interest and penalties, prior delinquencies, legal description, and current account statuses (such as, if applicable, tax sales, bankruptcies, and active exemptions such as homestead, veteran, disability, and other exemptions that may reduce tax balances) (together, the “Required Data”). If Agency is unable to deliver all the data elements specified above on an automated basis, the term “Required Data” includes only those data elements that Agency is able to deliver on an automated basis, and Agency agrees to work in good faith, with the assistance of Autoagent and any tax software vendor used by Agency, to provide all of the above data elements on an automated basis within a mutually agreeable timeframe. The Required Data helps ensure that escrow companies can properly research their accounts to maintain proper escrow balances, ensure accurate payments, and minimize Agency refunds.
  - 5) **Payer Participation.** Agency agrees to encourage all their local, regional, and national mass payers, including Tax Servicers such as Cotality, to utilize the EscrowCloud platform for escrow or mass pay payments, as well as for their billing data delivery needs. Autoagent will support the Agency by providing automated tools, comprehensive knowledge, and clearly documented materials and instructions. These resources will enable the Agency to effectively guide Mass Payer groups in adopting and participating in the platform.
3. **OWNERSHIP AND LICENSE:** Any and all software, including the EscrowCloud platform and any modifications thereto, developed and compiled by Autoagent pursuant to this Agreement shall be the property of Autoagent.
  4. **CONFIDENTIALITY:** For purposes of this Agreement, “Confidential Information” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances surrounding disclosure, including all Required Data and all non-public business, technology, product, roadmap, financial, pricing, and marketing information. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) is or becomes generally available to the public without breach of any obligation owed to the disclosing party; (b) was properly known to receiving

party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Notwithstanding the foregoing, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors, contractors, and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement (and for whom each party is responsible for any breach of this Agreement); and (b) as required by law (in which case, to the extent legally permitted, the receiving party will limit the disclosure to that required by law and provide the disclosing party with prior written notification thereof in order to allow the disclosing party the opportunity to contest such disclosure). Neither party will disclose the terms of this Agreement to any third party, except that Autoagent may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Receiving party agrees to use the same degree of care that it uses to protect its own confidential and proprietary information to prevent the unauthorized use or disclosure of disclosing party's Confidential Information, but in no event less than a reasonable degree of care. Promptly after disclosing party's written request following termination or expiration of this Agreement, receiving party agrees to return or destroy disclosing party's Confidential Information; provided, however, that receiving party shall be entitled to retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course records retention and backup policies and procedures, or to comply with Applicable Law, provided that such Confidential Information is treated as such for so long as it is retained. Each party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party will be entitled to seek immediate injunctive and other equitable relief, in addition to all other remedies, for any violation or threatened violation of this Section.

5. NOTICES: All notices or other communications given hereunder shall be deemed sufficiently given or rendered upon actual receipt only if in writing and delivered: (i) in person; or (ii) sent by certified mail, postage prepaid, return receipt requested; or (iii) sent by nationally operating overnight courier service; or (iv) via email with proof of receipt addressed as follows:

If to Autoagent:

Autoagent Data Solutions, LLC  
433 Plaza Real, Suite 275  
Boca Raton, FL 33432  
legal@autoagent.com

If to Agency:

Agency Name

Attention

Address

City, State, Zip Code

Email

Any party may, by virtue of written notice in compliance with this Section, alter or change the address or the identity of the person to whom any notice or copy thereof, is to be sent.

6. This Agreement shall be governed by the laws of the State of Oklahoma.

**ACCEPTANCE**

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

**FOR THE CUSTOMER:**

Company: Cleveland County Treasurer's Office

Name: Tammy Richards

Signature: 

Title: County Treasurer

Address: 201 S Jones, Ste 100

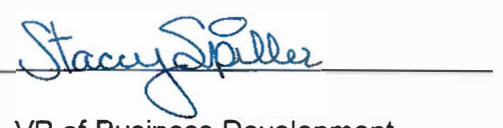
Norman, OK 73069

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

**FOR AUTOAGENT:**

Company: Autoagent Data Solutions, LLC

Name: Stacy Hunt

Signature: 

Title: VP of Business Development

Address: 433 Plaza Real, Suite 275

Boca Raton, FL 33432

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

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

By: \_\_\_\_\_  
Vice-Chairman

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

Attest: \_\_\_\_\_

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

ADA: \_\_\_\_\_