



Technology Products and Professional Services Agreement

This Master Software License, Support and Professional Services Agreement (this "Agreement") is made this 1st day of July, 2026 and entered into by and between PublicSoft, Inc., a Texas corporation ("PublicSoft") with offices at 104 S Main St, Aubrey, TX 76227 and the Cleveland County Oklahoma Treasurer (the "County") with offices at 201 S Jones, Suite 100, Norman, OK 73069.

WHEREAS the County wishes to acquire a Property Tax, Check Processing, and Electronic Deposit Software System and related services ("the System") and PublicSoft wishes to provide such software system and services;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, PublicSoft and the County agree that PublicSoft shall provide the System and the County shall pay prices and fees, as set forth in this Agreement

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- 1.1 Upon the Effective Date, PublicSoft hereby grants to the County a non-exclusive, non-transferable, revocable license to use the System set forth in the Pricing Summary attached hereto as Exhibit 1 ("Licensed Software") and related interfaces (collectively, the "System") and the PublicSoft user documentation for the County's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by PublicSoft if the County fails to comply with the terms and conditions of this Agreement, including without limitation, the County's failure to timely pay the Software License in full. Upon the County's payment in full for the System, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- 1.2 The right to transfer the System to a replacement hardware system is included in this Agreement. The County shall pay PublicSoft for the cost of new media or any required technical assistance to accommodate the transfer. The County shall provide advance written notice to PublicSoft of any such transfer.
- 1.3 PublicSoft shall retain ownership of, including all intellectual property rights in and to, the System and User Documentation
- 1.4 The County acknowledges and agrees that the System and User Documentation are proprietary to PublicSoft and have been developed as trade secrets at PublicSoft's expense. The County shall use best efforts to keep the System and User Documents confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the System or user documents by any party.
- 1.5 The County may make copies of the System for archive purposes only. The County will repeat any and all proprietary notices on any copy of the System. The County may make copies of the PublicSoft User Documents for internal use only.
- 1.6 The System may not be modified by anyone other than PublicSoft. If the County modifies the System without PublicSoft's prior written consent, PublicSoft's obligations to provide maintenance services on, and the warranty for, the System will be void. The County shall not perform reverse engineering, disassembly, translation or other reverse engineering on the System. The County also shall not append, delete, modify or otherwise alter the data in the databases used by the System, other than by the standard use of the System in accordance with the terms of this Agreement.

2. **License Fees.** The County agrees to pay PublicSoft and PublicSoft agrees to accept from the County as payment in full for the license granted herein, the Software License Fee set forth in the Exhibit 1.

3. **Limited Warranty.** For the purposes of this Agreement, a "Defect" is defined as a failure of the System to substantially conform to the then-current PublicSoft User Guides and the functional descriptions of the System in PublicSoft's written proposal to the County. In the event of conflict between the afore-mentioned documents, the then-current PublicSoft User Documentation will control. For as long as a current Agreement is in place, PublicSoft warrants that the System will not contain Defects. If the System does not perform as warranted, PublicSoft will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with PublicSoft's then current support call and issue tracking procedures. Should PublicSoft be unable to cure the defect or provide a replacement product, the County shall be entitled to a refund of the Application Software



License Fee paid for the defective PublicSoft Software Product, as depreciated on a straight-line basis over a three (3) year period commencing on the Effective Date.

4. Intellectual Property Infringement Indemnification.

- 4.1 PublicSoft's obligation. PublicSoft will defend and indemnify the County against any claim by an unaffiliated third party of this Agreement that a PublicSoft Software Product, if used within the scope of this Agreement, infringes that party's registered patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the PublicSoft Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that PublicSoft pre-approves in writing.
- 4.2 The County's obligation. PublicSoft's obligation in this section are contingent on the County performing all the following in connection with any claim as described herein:
 - 4.2.1. The County must promptly notify PublicSoft in writing of any such claim.
 - 4.2.2. The County must provide PublicSoft reasonable cooperation, information, and assistance in connection with claim.
 - 4.2.3. The County must consent to PublicSoft's sole control and authority with respect to the defense, settlement or compromise of the claim.
- 4.3 Exception to PublicSoft's obligation. PublicSoft will have no liability hereunder if the claim of infringement or an adverse final judgement rendered by a court of competent jurisdiction results from:
 - 4.3.1. The County's use of a previous version of a PublicSoft Software Product and the claim would have been avoided had the County used the current version of the PublicSoft Software Product.
 - 4.3.2. The County's combining the PublicSoft Software Product with devices or products not provided by PublicSoft.
 - 4.3.3. The County's use of a PublicSoft Software Product in applications, business environments or processes for which the PublicSoft Software Product was not designed or contemplated, and where use of the PublicSoft Software Product outside such application, environment or business process would not have given rise to the claim.
 - 4.3.4. The County's corrections, modifications, alterations or enhancements that the County made to the PublicSoft Software Product.
 - 4.3.5. The County's use of the PublicSoft Software Product by any person or entity other than the County or the County's employees
 - 4.3.6. The County's willful infringement, including the County's continued use of the infringing PublicSoft Software Product after the County becomes aware that such infringing PublicSoft software product is or is likely to become the subject of a claim hereunder.
- 4.4 Remedy
 - 4.4.1. In the event a PublicSoft Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by the County is enjoined, PublicSoft will at its election:
 - 4.4.1.1.1. Procure for the County the right to continue to use the infringing PublicSoft Software Product or;
 - 4.4.1.1.2. Modify or replace the infringing System so it becomes non-infringing or;
 - 4.4.1.1.3. Terminate the County's license for the PublicSoft Software Product and refund to the County the Software Fee paid for the PublicSoft Software Product, depreciated on a straight-line basis over three (3) years commencing from the Effective Date.
 - 4.4.2. The foregoing states PublicSoft's entire liability and Customer's sole and exclusive remedy with respect to the subject matter hereof.
- 5. **Limitation of Liability.** In no event shall PublicSoft be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the System, Services, or Third-Party Products. PublicSoft's liability for damages and expenses arising from the System or Services, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the fees set forth in the Pricing Summary related to the defective product or service. PublicSoft's liability for damages and expenses arising from the Third-Party Products, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the License Fee/Purchase Price of the Third-Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT



1. **Services.** PublicSoft shall provide the service set forth in the Pricing Summary (Exhibits 1 – 3) including Consulting, Training, Conversion and other miscellaneous Services.
2. **Professional Service Fees.**
 - 2.1. Notwithstanding specific process to the contrary set forth in the Pricing Summary, all Consulting and Training Services will be invoiced in half-day and full-day increments.
 - 2.2. Expenses will be billed at the then current PublicSoft Business Travel Policy, based on PublicSoft's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than ten dollars (\$10.00) are not available
3. **Additional Services.** Services requested by the County in excess of those set forth in the Pricing Summary may be billable services, at PublicSoft's sole discretion, to be provided at PublicSoft's then-current rates. PublicSoft shall not perform additional services without the County's prior written approval.
4. **Limitation of Liability.** In no event shall PublicSoft be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the System, Services, or Third-Party Products. PublicSoft's liability for damages and expenses arising from the System or Services, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the fees set forth in the Pricing Summary related to the defective product or service. PublicSoft's liability for damages and expenses arising from the Third-Party Products, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the Service Fees. Such fees reflect and are set in reliance upon this limitation of liability.
5. **Cancellation of Service.** In the event the County cancels scheduled services less than fifteen (15) business days in advance, the County is liable to PublicSoft for
 - 5.1. All non-refundable expenses incurred by PublicSoft on the County's behalf
6. **Services Warranty.** PublicSoft warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event PublicSoft performs services that do not conform to the warrant, PublicSoft will re-perform these services at no additional costs.

SECTION C – SOFTWARE SUPPORT SERVICES AGREEMENT

- 1) **Scope of Agreement.** The County agrees to purchase and PublicSoft agrees to provide support services in for the System in accordance with the following terms and conditions.
- 2) **Term of Agreement.** This Maintenance Agreement is effective on the installation date of the System and ends June 30, 2027. This Agreement may be renewed at the then-current PublicSoft maintenance rates for an additional one (1) year term by agreement of the Parties prior to July 1 of each year.
- 3) **Support Fee Payment.**
 - a) Support fees will be invoiced by PublicSoft in equal installments of \$108,136.50.
 - b) The first installment will be invoiced on or after July 1, 2026. The 2nd installment will be invoiced on or after January 1, 2027.
 - c) PublicSoft will provide the County with written notice of any Maintenance Fee increase not less than ninety (90) days prior to the renewal date.
 - d) Any maintenance services performed by PublicSoft for the County not covered by this Maintenance Agreement, as set forth in Section C (4), including time, materials and expenses will be billed to the County at PublicSoft's then-current rates.
 - e) PublicSoft reserves the right to terminate the Support Agreement if payment for uncontested maintenance fees is not made within sixty (60) days of the first due date. PublicSoft will reinstate the maintenance agreement if all past due fees are paid including all such fees for periods when this service was suspended.
- 4) **Support Service Terms and Conditions.** For as long as a current Support Agreement is in force PublicSoft shall:
 - a) In a professional, good and workmanlike manner, perform its obligations in accordance with PublicSoft's then current support call process set forth in the document attached hereto as Exhibit 4 in order to ready the System to the applicable warranty under this Agreement. If the County modifies the System without PublicSoft's prior written consent, PublicSoft's obligations to provide maintenance services on and warrant the System will be void.
 - b) Provide telephone support on the System. PublicSoft personnel shall accept telephone calls during the hours set forth in Exhibit 4.

- c) Continuously maintain a master set of the System on appropriate media, a hardcopy printout of source code to the System, and PublicSoft User Documents.
 - d) Maintain personnel that are appropriately trained to be familiar with the System in order to provide maintenance services.
 - e) Provide the County with all releases PublicSoft makes to the System that PublicSoft makes generally available without additional charge to customers possessing a current PublicSoft Annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to the County at PublicSoft's then-current rates. The County acknowledges and agrees that a new release of the System is for implementation in the System as they exist without County customization or modification.
 - f) Support prior releases of the System in accordance with PublicSoft's then-current release life cycle policy.
- 5) **Limitations and Exclusions.**
- a) Support Fees do not include installation or implementation of the System, onsite support (unless PublicSoft cannot remotely correct a defect in a PublicSoft Software Product), application design, other consulting services, support of an operating system or hardware, and support outside PublicSoft's normal business hours.
 - b) All defects that occur in the current property tax system will be corrected in the latest version of Phenix.Tax.
- 6) **The County Responsibilities.**
- a) The County shall provide, at no charge to PublicSoft, full and free access to the System; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide support services set forth herein.
 - b) PublicSoft currently utilizes "WebEx" as a secure commercial PC to PC remote connectivity tool to provide remote support services. The County shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to the County's PC's and server. PublicSoft strongly recommends that the County also maintain a VPN for backup connectivity purposes. PublicSoft, at its option, will use the connection to assist with problem diagnosis and resolution.
- 7) **Limitation of Liability.** In no event shall PublicSoft be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of support services or use of the System. Except for direct damages and expenses associated with PublicSoft's obligation to indemnify the County, PublicSoft's liability for damages and expenses arising out of this Support Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees set forth in the Pricing Summary and paid by the County. Such Support fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

- 1) **Agreement to License or Sell Third Party Products.** For the price set forth in the Pricing Summary, PublicSoft agrees to license or sell and deliver to the County, and the County agrees to accept from PublicSoft the System Software and Hardware set forth in the Pricing Summary (collectively, the "Third Party Products").
- 2) **License of System Software.**
- a) Upon the County's payment in full of the System Software fees, PublicSoft shall grant to the County and the County shall accept from PublicSoft a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for the County's internal business purposes, subject to the terms and conditions set forth herein.
 - b) The developer of the Third-Party Software shall retain ownership of the Third-Party Software.
 - c) The right to transfer the Third-Party Software to a replacement hardware system is governed by the Third Party. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the County. The County shall provide advance written notice to PublicSoft of any such transfer.
 - d) The County acknowledges and agrees that the Third-Party Software and related documentation are proprietary to the Third Party and have been developed as trade secrets at the Third Party's expense. The County shall use best efforts to keep the Third-Party Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the Third-Party Software and related documentation by any party.
 - e) The County shall not perform reverse engineering, disassembly, translation or other reverse engineering on the System Software.

- f) The County may make copies of the System Software for archive purposes only. The County shall repeat any and all proprietary notices on any copy of the Third-Party Software. The County may make copies of the documentation accompanying the Third-Party Software for internal use only.
- 3) **Delivery.** Unless otherwise indicated in the Pricing Summary, the prices for Third Party Products include costs for shipment while in transit from the Third Party or supplier to the County.
- 4) **Installation and Acceptance.** Unless otherwise noted in the Pricing Summary, the PublicSoft Software Product installation fee includes installation of the Third-Party Products. Upon completion of installation, the County will obtain from PublicSoft a certification of completion, or similar document, which will constitute the County's acceptance of the Third-Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
- 5) **Site Requirements.** The County shall provide a suitable environment, location and space for the installation and operation of the Third-Party Products; sufficient and adequate electrical circuits for the Third-Party Products; and installation of all required cables.
- 6) **Warranties.**
 - a) PublicSoft is authorized by each Developer to grant licenses or sublicenses to the System Software.
 - b) PublicSoft warrants that each System Software product will be new and unused, and if the County fully and faithfully performs each and every obligation required of it under this Third-Party Product Agreement, the County's title or license to each System Software product will be free and clear of all liens and encumbrances arising through PublicSoft.
 - c) The County acknowledges and agrees that PublicSoft is not the manufacturer of the Third-Party Products. As such, PublicSoft does not warrant or guarantee the condition or operating characteristics of the Third-Party Products. PublicSoft hereby grants and passes through to the County any warranty adjustments that PublicSoft may receive from the Developer or supplier of the Third-Party Products.
- 7) **Support.**
 - a) In the event the County elects not to purchase through PublicSoft support services on the System Software, it will be the responsibility of the County to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
 - b) In the event the County elects to purchase through PublicSoft support services on the System Software, PublicSoft will facilitate resolution of a defect in a System Software product with the Developer.
 - c) In the event the Third Party charges a fee for future System Software release(s), the County will be required to pay such fee.
- 8) **Limitation of Liability.** In no event shall PublicSoft be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third-Party Products. Except for direct damages and expenses associated with PublicSoft's obligation to indemnify the County pursuant to Section E (5) (a) PublicSoft's liability for damages and expenses arising out of this Third-Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees set forth in the Pricing Summary and paid by the County. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

- 1) **Acceptance.** The County accepts and agrees to be bound by the terms of this agreement by installing and using the System.
- 2) **Taxes.** The fees set forth in the Pricing Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by PublicSoft to the proper authorities and shall be reimbursed by the County to PublicSoft. In the event the County possesses a valid direct-pay permit, the County will forward such permit to PublicSoft on the Effective Date, in accordance with Section E (20). In such event, the County will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, the County will provide PublicSoft with County's tax-exempt certificate.
- 3) **Invoice Dispute.**
 - a) In the event the County believes products or services do not conform to warranties in this Agreement, the County will provide written notice to PublicSoft within fifteen (15) calendar days of receipt of the applicable invoice. The County is allowed an additional fifteen (15) calendar days to provide written clarification and details. PublicSoft will provide a written response to the County that will include either a justification of the invoice or an adjustment to the invoice. PublicSoft and the County will develop a plan to outline the reasonable steps to be taken by PublicSoft and the County to resolve any issues presented in County's notice to PublicSoft. The County may only withhold payment of the amount actually in dispute until PublicSoft completes its action items outlined in the plan. Notwithstanding the foregoing, if PublicSoft is

- unable to complete its actions outlined in the plan because the County has not completed its action items outlined in the plan, the County will remit full payment of the invoice.
- b) Any invoice not disputed as described above will be deemed accepted by the County. PublicSoft reserves the right to suspend delivery of all services in the event the County fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
- 4) **Force Majeure; the County Assistance.** "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. Force Majeure will not be allowed unless:
- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation. Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve the County of its responsibility to pay for services and goods provided to the County and expenses incurred on behalf of the County prior to the effective date of termination. In addition, the County acknowledges that the implementation of the System is a cooperative process requiring the time and resources of the County personnel. The County shall, and shall cause the County personnel to, use all reasonable efforts to cooperate with and assist PublicSoft as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. PublicSoft shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by the County personnel to provide such cooperation and assistance (either through action or omission).
- 5) **Indemnification.**
- a) PublicSoft shall indemnify and hold harmless the County and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from PublicSoft's negligence or willful misconduct.
- 6) **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY PUBLICSOFT.
- 7) **Dispute Resolution.** The County will notify PublicSoft in writing within fifteen (15) days of becoming aware of a dispute. If PublicSoft and the County cannot resolve such dispute within thirty (30) calendar days of PublicSoft's receipt of written notice from the County, the following procedure will apply:
- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of PublicSoft's Project Manager for this project, The County's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group. b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement. In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction. All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.
- 8) **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of PublicSoft and the County. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.



- 9) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the County's state of domicile.
- 10) **Entire Agreement.** This Agreement represents the entire agreement of the County and PublicSoft with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. The County hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 11) **Severability.** If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 12) **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by PublicSoft or the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent PublicSoft or the County from enforcing each and every term of this Agreement thereafter
- 13) **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
- 14) **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- 15) **Termination.** The County may terminate this Agreement for cause at any time with 60 days written notice. Upon such termination, the County shall pay PublicSoft for all services and expenses not in dispute and non-Defective System which were delivered or incurred prior to the date PublicSoft received the County's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
- 16) **Non-appropriation.** If the County should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, the County may unilaterally terminate this Agreement only upon thirty (30) days written notice to PublicSoft. Upon termination, the County shall remit payment for all products and services delivered to the County and all expenses incurred by PublicSoft prior to PublicSoft's receipt of the termination notice. The County will not be entitled to a refund or offset of previously paid license and other fees.
- 17) **Approval of Governing Body.** The County represents and warrants to PublicSoft that this Agreement has been approved by its governing body and is a binding obligation upon the County.
- 18) **No Assignment.** The County may not assign its rights and responsibilities under this Agreement without PublicSoft's prior written permission, not to be unreasonably withheld.
- 19) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
- 20) **Notices.** All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - a) Actually received,
 - b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c) Upon receipt by sender of proof of email delivery, or
 - d) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

PublicSoft, Inc.
104 S Main St
Aubrey, TX 76227
Attention: Bobby Dow

Cleveland County Treasurer
201 S Jones
Norman, OK 73069
Attention: _____

- 21) **Independent Contractor.** This is not an agreement of partnership or employment of PublicSoft or any of PublicSoft's employees by the County. PublicSoft is an independent contractor for all purposes under this Agreement.
- 22) **Insurance**

- a) Prior to performing services under this Agreement, PublicSoft shall provide the County with certificates of insurance naming the County as an additional insured and evidencing the following insurance coverage:
 - i) Commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - ii) Professional liability of at least \$2,000,000;
 - iii) Workers' compensation complying with statutory requirements.
 - b) PublicSoft shall notify the County in writing at least thirty (30) calendar days prior to cancellation, non-renewal or significant change in required insurance coverage.
- 23) **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
- a) At the time of the disclosure is in the public domain;
 - b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 - c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
 - d) A party receives from a third party who has a right to disclose it to that party; or
 - e) Is subject to Open Records Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
- 24) **Nondiscrimination.** PublicSoft shall not discriminate against any person employed or applying for employment concerning the performance of PublicSoft's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
- 25) **Subcontractors.** PublicSoft shall not subcontract any services under this Agreement without the County's prior written permission, not to be unreasonably withheld.
- 26) **Shipping.** Delivery will be F.O.B. shipping point.
- 27) **Business License and Conformance to Laws.** PublicSoft shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in the Pricing Summary, provided County provides PublicSoft with the necessary paperwork and/or contact information. PublicSoft shall be required to ensure that the company, and its operations in connection with the services set out in the Pricing Summary, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.
- 28) **Payment Terms.**
- a) PublicSoft shall invoice County upon software installation. Such amount equals the sum of these one-time fees from Exhibit 1
 - b) PublicSoft shall invoice County the recurring fees in two (2) equal installments. The first installment of \$108,136.50 will be invoiced on or after July 1, 2026 and the second installment will be invoiced on or after January 1, 2027. Such amount equals the sum of the annual service fees from Exhibit 2 and Exhibit 3.
 - c) Training Fees will be invoiced as incurred.
 - d) Prices on Exhibit 1 do not include travel expenses incurred in accordance with PublicSoft's then-current Business Travel Policy. A detailed summary of PublicSoft's current Business Travel Policy is attached hereto as Exhibit 5. Travel may not be required.
 - e) Payment is due within thirty (30) days of the invoice date.
- 29) **Optional Items.** Pricing for optional products and services shall be valid for twelve (12) months from the Effective Date.
- 30) **PublicSoft Products and Services.** County may purchase additional PublicSoft products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.
- 31) **Contract Documents.** This Agreement includes the following exhibits:
- a) Exhibit 1 – Licensed Software Fees
 - b) Exhibit 2 – Professional Service Software Support Fees



- c) Exhibit 3 – Professional Service Fees
- d) Exhibit 4 – Support Call Process
- e) Exhibit 5 – Business Travel Policy



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

PublicSoft, Inc.

By: Bobby C Dow

Name: Bobby C Dow

Titles: President

Date: 6/15/2026

Cleveland County Oklahoma

By: Tammy Richards

Name: Tammy Richards

Title: Treasurer

Date: 6/15/2026

Exhibit 1 – License Software

Item	Item Description	License Fee
PPSOne	Backoffice Remittance and Electronic Deposit for Property Tax, Officers Depository and Counter Checks (3 Workstation License)	Previously Licensed
Phenix.Net	Online Property Tax Collections (Hosted by PublicSoft)	Previously Licensed
Phenix.Tax	Property Tax Billing, Collection and Distribution	Previously Licensed
Phenix.Tax	Property Address Management	Previously Licensed
	Total	N/A

Exhibit 2 – Professional Services Software Support Fees

Item	Description	Annual Fee
PPSOne	Back Office Remittance for Property Tax, Official Depository and Counter Check Interface. 3 Workstation License	6,740.00
PPSOne	Electronic Check Reader Royalty Fee	4,163.00
Phenix.Address	Phenix Address Management Software	1,444.00
Phenix.Net	PublicSoft Hosted Online Collections Application and Treasurer Website	24,649.00
Phenix.Net	Phenix.Net Interface to Payment Provider (Point and Pay to Chase Bank)	6,986.00
Phenix.Net	Daily Web Refresh Extract Interface	6,986.00
Phenix.Tax / MVP Tax	Property Tax Telephone Support, Consulting and Defect Repair	124,561.00
Phenix.Tax / MVP Tax	Counter Cashiering, Scanners and Check Processing Telephone Support, Consulting and Defect Repair	23,282.00
Phenix.DBAdmin	Data Management and Database Administration Services for SQL Server	17,462.00
	Total	\$216,273.00

Exhibit 3 –Other Professional Service Fees

Item	Description	Annual Fee
Tax Roll	Annual Tax Roll Conversion including 2 days onsite with no travel fees	Included
Training	Onsite Training	\$1,000 per day plus travel
Training	Remote Training	\$750 per day
Consulting	Software and Business Consulting Services	\$100 per hour
Programming	Custom Software Application Development	\$100 per hour
Conversion	Data Conversion Services	Quote per job
	Total	N/A

Note: 1) These are PublicSoft standard fees. All projects are subject to negotiation and adjustments with mutual agreement
 2) All additional professional services fees are subject to customer pre-approval



Exhibit 4 Support Call Process

Contact Information:

PublicSoft, Inc.
104 S. Main St
Aubrey, TX 76227
(940) 365-9300

Standard Support Hours:

8:00 a.m. CST to 5:00 p.m. CST (will adjust for daylight savings time)

Support Call Fees:

- 15 calls per month included with Maintenance Agreement
- Additional calls will be billed at \$150.00 per hour
- All calls are billed in 15-minute increments

Call Steps

- Phone 940 365-9300 and enter extension of support representative
- Send an email to Support@PublicSoftinc.com
- A call number and priority will be assigned to the call

Priority Assignment

- **Priority 1 Call** — Issue is critical to the County and the System is down. Software support and development staff will be actively working on the issue and customer will be provided daily updates on status
- **Priority 2 Call** — issue is severe, but there is a work around the County can use.
- **Priority 3 Call** — issue is a non-severe support call from the County.
- **Priority 4 Call** — issue is non-critical for the County and they would like to work with Support as time permits

Leaving Messages or Email Message for Support - When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Timely Progress Updates - Our technicians are committed to providing you timely updates on the progress of your open support incidents. The frequency of these updates is determined by issue priority.

- Priority 1 Incidents — Daily updates (only if phone contact is not possible)
- Priority 2 Incidents — Weekly Updates
- Priority 3 Incidents — Bi-weekly Updates Priority 4 Incidents — Bi-weekly Updates
- Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share

Exhibit 5 Business Travel Policy Summary

1) Air Travel

- a) Reservations & Tickets -PublicSoft will provide its employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required. Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.
- b) Baggage Fees - Reimbursement of personal baggage charges are based on the trip duration as follows:
 - i) Up to five days = one checked bag
 - ii) Six or more days = two checked bags Baggage fees for sports equipment are not reimbursable.

2) Ground Transportation

- a) Private Automobile Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.
- b) Rental Car - Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for PublicSoft business, employees should select a "midsize" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together
- c) Public Transportation - Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation is unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.
- d) Parking & Tolls - When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3) Lodging

PublicSoft will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy. Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4) Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

- a) Overnight Travel
 - i) For each full day of travel, all three meals are reimbursable.
 - ii) Per diems on the first and last day of a trip are governed as set forth below.
 - iii) Departure Day

(1) Depart before 12:00 noon	Lunch and dinner
(2) Depart after 12:00 noon	Dinner
(3) Return Day Return before 12:00 noon	Breakfast
(4) Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
(5) Return after 7:00 p.m.	Breakfast, lunch and dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
 - Lunch 25%
 - Dinner 60%
- b) Same Day Travel
- i) Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report.
 - ii) Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.
- 6) **Entertainment**
All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.
- 7) **Internet Access** – Hotels and Airports Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and PublicSoft employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

Commissioner _____

Approved by County Dept:

Department Head *Jammy Richards*

ATTEST:

Pam Howlett, County Clerk

Approved as to Form and Legality:

Assistant District Attorney