JUST APPRAISED INC.

This SaaS Services Agreement ("Agreement") is entered into effective as of _____ (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074 San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A.   Company provides a sales verification software-as-a-service application that aggregates various data sources about real estate transactions and creates a workflow that is designed to allow staff members to process real estate sales more quickly (collectively, the "Platform").

B.   Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.

C.   Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1.   PLATFORM ACCESS.

1.1   Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2   As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefor and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3   As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially

reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2.   SUPPORT AND PROFESSIONAL SERVICES

2.1   Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2   In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything

it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein,

"Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (i) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3   Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4   Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5   During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5.   PAYMENT OF FEES

5.1   Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW. If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2   Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6.   TERM AND TERMINATION

6.1   The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2   In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or

SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3   Customer may terminate this Agreement or an any Order Form for convenience by providing Company with sixty (60) days written notice. In the event of such a termination, Customer will still be responsible for paying Company all Fees for the Initial Term or then-current Renewal Term, as applicable, and Customer will not receive a refund of any prepaid fees.

6.4   Sections 4, 5, 6.4 and 7-9 will survive expiration or termination of this Agreement for any reason.

7.   WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner.   The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.   HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS,   AFFILIATES,   REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS;   (B)   FOR   ANY   INDIRECT,   EXEMPLARY, INCIDENTAL,   SPECIAL   OR   CONSEQUENTIAL DAMAGES;   (C) FOR   ANY   MATTER   BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS   THAT,   TOGETHER   WITH   AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY,   IN   EACH   CASE,   WHETHER   OR   NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.   No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.   This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s) contingent upon Customer's advance written approval. In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede.   There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

10.   CONTRACT ADMINISTRATOR

The Customer's Officer or employee with responsibility for administering this Agreement is Karl Weiland, Assessor, County of El Dorado, or successor.

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IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.   **CUSTOMER: EL DORADO COUNTY**

By:_____   By: _____

Name:_____   Name:_____

Title:_____   Title: _____

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM

This Order Form is effective as of _____ (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on _____ (the "Agreement"). By signing this Order Form, Customer expressly agree to be bound by the terms of conditions of this Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: El Dorado County	**Contact:** Julie Lopez
Address: 360 Fair Lane, Placerville, CA 95667	**Phone:** (530) 621-5719
	E-Mail: julie.lopez@edcgov.us
License Fees: $45,000 per year for the Initial Term (the "License Fee"). After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement, provided, however, that such price increases are limited to no more than 5% year over year. **Implementation + Integration Fees**: $3,000 **Training Fees:** $3,000 The total amount for the Initial Term shall not exceed $51,000, inclusive of all costs, taxes, and expenses. Additional Fees and related payment information is set forth in the Agreement and in the SOW, if applicable. **Service Capacity** is 10,500 transactions on an annual basis. If document volume increases 1000 documents above the service capacity, a minimum discount of 10% will be applied to any pricing adjustments.	**Term**: From the Order Form Effective Date to _____the date that is twelve (12) months thereafter ("Initial Term"). The Initial Term will automatically renew on an annual basis for one-year terms (each a "Renewal Term") unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.

The undersigned parties hereby execute this Order Form effective as of the date of last signature below.

JUST APPRAISED INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: El Dorado County

By: _____

Name: _____

Title: _____

Date: _____

JUST APPRAISED INC.

Statement of Work

This Statement of Work ("Statement of Work" or "SOW") is made as of _____ (the "SOW Effective Date"), by and between El Dorado County ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated _____ as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1.   GENERAL TERMS AND DEFINITIONS

1.1   Contact Information.

Company: Just Appraised Inc.
        2261 Market Street #4074
        San Francisco California 94114

Customer: El Dorado County
        330 Fair Lane
        Placerville, CA 95667

1.2   Service Location Information.

Company will perform the Professional Services at the following location(s):

Assessor's Office
360 Fair Lane
Placerville, CA 95667

2.   SCOPE OF SERVICES

2.1   Timeline and Phases; Scope; Professional Services Description.

Company is working with Customer to deploy Company's Transfer of Ownership and Sales Coding application to the Customer's Property Tax Deeds Department. The Company's Platform aggregates various data sources about real estate transactions and creates a workflow that allows staff members to process the transactions more quickly.

Within this Statement of Work, Company will work with Customer to:

● review the current Platform as it exists now and agree upon changes that support the Customer's needs (Phase 1);

● roll out the product to a limited group of users for usability and technical testing (Phase 2);

● and finally, fully deploy the product to all users in Customer's Assessor's Office (Phase 3)

2.2   <u>Timeline and Phases</u>.

Timeline:
- Phase 1 will begin on the Effective Date
- Phase 1 will end when both parties agree the feature set has been implemented and is stable

Activities:
- Data transfer discussions
- Company to provide access to File Transfer Protocol (FTP) folder for ongoing data transfers
- Company to provide specific data fields required for product configuration
- Customer to provide access to Computer Assisted Mass Appraisal (CAMA) files for configuration
- Planning conversations to agree upon product configuration required to go live and agree upon features that will be implemented after the Platform is live
    - These conversations will cover:
        - Specific field names to be displayed on Data Confirmation Page, Data Export page
        - Specific CAMA fields to be displayed in Land Records view
    - These conversations will also cover specific document types to be Filtered Out / displayed using "Data Extract" / "No Data Extract" workflows
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

<u>Phase 2 – Initial Deed Processing / Coding Roll Out, Limited Data Integration Roll Out</u>

Timeline:
- Phase 2 will begin after the feature set mutually agreed upon in Phase 1 has been developed and tested
- Phase 2 will end when both parties agree the feature set has been implemented and is stable

Feature Set:
- Company delivers deed document extracts in Dashboard and Platform for Customer review and processing.
    - Dashboard filtering
        - Company to provide user ability to sort documents by Dashboard column headers
        - Company to provide filtering options by Book, Page, Recorded Date, Document Type
        - Company to provide Saved Search functionality to save selected filters by user defined label
    - Recommended Parcel Matches
        - Software to provide automated parcel recommendations for most parcels
        - Software to provide manual Parcel Search functionality
    - Workflow Management
        - Software to provide automated tracking of user steps in workflow
        - Software to facilitate assignment of tasks between users
        - Software to provide email notifications when user is assigned task by teammate
    - User Interface (UI) to confirm extracted data
        - Specific extracted fields include:
            - Book

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- Page
- Instrument number
- Docstamp amount
- Grantee Name(s)
- Grantee Address
- Recorded Date
- Sale Date
    - Document Flagging
        - Specific Document Flags include:
            - Needs Review
            - Mapping
            - Trust
            - Joint Tenants with Rights of Survivorship
            - Tenants in Common
            - Life Estate
            - Also-known-as (AKA)/formely-known-as (FKA)/now-known-as (NKA)
            - Multiparcel
    - Copy / Paste Data Export to CAMA
- Company delivers the "No Data Extract" workflow for non-deed documents in Dashboard for Customer Review
    - User can open document within Just Appraised Platform
    - User can add Team Comments to "No Data Extract" task
    - User can route document using Workflow features
    - User can mark task "Complete", "Dismissed"
- Company delivers Basic Sale Coding Recommendations step in the workflow
- Company to work with Customer to define schedule for data retention

Activities:
- One (1) representative from Company dedicates two to three (2-3) business days for virtual training and support
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

Phase 3 - Full Data Integration Roll Out

Timeline:
- Phase 3 will begin after the feature set mutually agreed upon in Phase 2 has been developed and tested
- Phase 3 will continue until the contract ends as specified elsewhere in the Terms

Feature Set:
- Data Export via Application Programming Interface (API)
    - Company to configure Web Service
    - Company to update Data Export workflow to include "Process (API)" button that triggers JavaScript Object Notation (JSON) payload to Customer API endpoint
    - Customer Information Technologies (IT) to configure queries to update database with sales information from payload

Activities:

- Ongoing development work by the Company to implement features and bug fixes
- Make changes as they occur in compliance with California Department of Revenue/legislation updates that affect change of ownership workflow
- Usability tests with Customer staff members
- Technical tests with Customer system administrators

4. ROLES AND RESPONSIBILITIES

4.1 <u>Company Roles and Responsibilities</u>.

Individual	Responsibility
Company Project Manager Imran Khoja	- Oversee project progress through all stages - Analyze Platform launch requirements (functionality, security, privacy, etc.) - Conduct user research for new feature sets - Work with Customer regarding Platform maintenance and changes - Assess and prioritize features, bug fixes, and technical changes for product throughout all stages - Identify new potential feature sets and areas of collaboration between Customer and Company - Act as primary points of contact for Company
Company Inc. **Technical Lead / Developer** Ihsan Ecemis, Ph. D.	- Lead development effort - Manage development of technical documentation - Coordinate Company environments and development code movement through environments - Work to execute and lead each production deployment

4.2 <u>Customer Roles and Responsibilities</u>.

Individual	Responsibility
Customer Project Sponsors	- Secure project funding - Monitor project progress - Provide guidance and strategic direction - Ensure business and IT resources are available - Resolve escalated issues - Approve on-going operational support - Approve project expenditures - Approve all business deliverables
Customer System Administrators / Technical Team	- Regularly send property data (CAMA exports) to Company on an agreed upon schedule - Advise on changes to data schema - Build web service for mass update capability and facilitate Just Appraised integration
Customer Staff	- Participate in user research for product improvements - Report bugs and assist Company team to resolve bugs - Provide feedback on product and submit feature requests

5.   TECHNICAL & DATA SPECIFICATIONS

5.1   Data Exchange

Access to specific pieces of data from Customer is essential to the Platform's functionality. However, the Platform will not directly connect to Customer's databases. This access to data by Company includes: exports of all data fields and information from Customer's CAMA database that include, but are not limited to, the following information: ownership, full cash value, and various property characteristics for all parcels, exports of deed images for new property sales.

Company and Customer will agree in writing upon a regular schedule throughout the Term on which the above data will be transferred from Customer to Company to be imported into the Platform. The above data is referred to in the Agreement as the "Customer Data."

Given that the Platform will not directly connect to Customer's databases, consistency of data format and data structure is essential to continued operations of the Platform. Should the format or data structure of any of the Customer Data change, Customer will notify Company as soon as they become aware of the change, and will work with Company to resolve any technical difficulties that may arise.

Likewise, results from the Platform will be transferred from the Platform into Customer's database. Should the format or data structure required to import the data into Customer's database change, Customer will notify Company and work with them to resolve any technical difficulties that arise.

5.2   Tools

Required connections for the Platform also include tools to: provide client-side analytics (i.e. user bounce rate, etc.), monitor Platform performance (i.e. slow page loads, etc.), monitor errors (i.e. identifying specific information about bugs automatically, etc.), and manage logs (i.e. compliance with log requirements, etc.). These tools may include externally hosted industry standard services.

6.   FEES AND PAYMENT.

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement. This price reflects an early-adopter price for Customer in exchange for being a reference to any new potential clients. Customer will share their experience working with Company via written emails, phone calls. Customer will allow Company to use Customer name in Case Study highlighting impact of the Platform on Customer. All training and onboarding services have been discounted their full value and are included in the scope of this initial term payment scheme.

7.   SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue to _____.

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.   **CUSTOMER: El Dorado County**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____