JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2023 (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 one or more software-as-a-service applications designed to facilitate document processing (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 therefore 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-sublicensable, 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 (ii) 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. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. 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 Sections 4, 5, 6.3 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). 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.

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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.

By:

Name: Yao Choong

Title: CFO

CUSTOMER: HUMBOLDT COUNTY, CA ASSESSOR

By:

Name: HOWARD LATHAM

Title: ASSESSOR

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of July 1, 2023 (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 July 1, 2023(the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the 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:	Humboldt County, CA Assessor	**Contact:**	Howard Lahaie
Address:	825 5th Street, Room 300 Eureka, CA 95501	**Phone:**	(707) 476-2337
		E-Mail:	hlahaie@co.humboldt.ca.us
Pilot Fee: $0. **License Fees**: $42,000 per year for the Initial Term (the "License Fee"), to be invoiced in a single lump sum at the beginning of Initial Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement. After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement. **Implementation Fees**: $15,000 Professional Services Fees to be invoiced in a single lump sum on the Order Form Effective Date and paid in accordance with Section 5.2 of the Agreement. Service Capacity will not exceed 6,800 documents per year		**Pilot Term:** July 1, 2023 through June 30, 2024 **Initial Term:** July 1, 2024 through June 30, 2025. 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.	

JUST APPRAISED INC.

By: _____
Name: Yao Choong
Title: CFO
Date: July 25, 2023

CUSTOMER: HUMBOLDT COUNTY, CA ASSESSOR

By: _____
Name: HOWARD LAHAIE
Title: Assessor
Date: 7/25/2023

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (DEEDS)

This Statement of Work ("Statement of Work" or "SOW") is made as of July 1, 2023 (the "SOW Effective Date"), by and between Humboldt County, CA Assessor ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated July 1, 2023 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, CA 94114

Customer (Humboldt County, CA Assessor): 825 5th Street, Room 300, Eureka, CA 95501

1.2 Service Location Information. Company will perform the Professional Services remotely.

2. SCOPE OF SERVICES

2.1 Overview.

Company will work with Customer to provision Company's Transfer of Ownership and Sales Coding application for Customer's Property Tax Deeds Department. 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:

- Introduce and train functional users on the Platform (Phase 1)
- Satisfy all technical requirements needed to develop, configure and deploy the Platform (Phase 2)
- Understand Customer's needs and identify any customizations needed to Platform (Phase 3)
- Review customizations with Customer, conduct User Acceptance Testing, and complete the roll out of the application (Phase 3)

Figure 1 outlines the overall path each project takes from SOW development to launch. Completion dates and milestones in this SOW are contingent on Customer's i) timely and substantive participation in all activities described, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Company's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.

Path to Launch

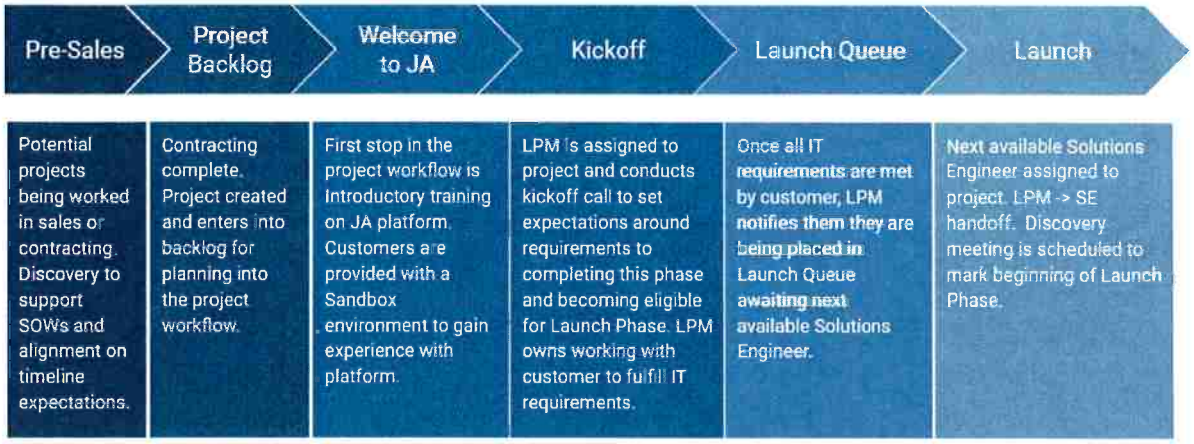

Figure 1 - Path to Launch

2.2 Phase 1 - Welcome to JA.

Upon signing of the SOW, a project will be created and placed in the Implementation Team's queue. Our Training staff will reach out to establish a mutually agreeable date for the Welcome to JA meeting. This meeting signals the beginning of the onboarding process. This phase will be complete once all training activities are satisfied. Key milestones for the phase include:

- Welcome to JA Meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative). Agenda:
    - Meet key stakeholders
    - Discuss objectives for Platform training
    - Schedule training sessions
- Training sessions using a generic instance of Platform to introduce day-to-day functional users to the Platform. Additional training covering customizations will be provided during the Launch Phase of the project.

2.3 Phase 2 - Kickoff Phase.

Once training and introduction to the Platform is complete in the Welcome to JA Phase, a Launch Project Manager (LPM) is assigned to the project, the LPM will work with the Customer to establish a mutually agreeable date for a kickoff meeting. The kickoff meeting signals the beginning of the kickoff phase. Kickoff phase will be complete once all technical requirements are established and satisfied. Key milestones for the kickoff phase include:

- Holding a kickoff meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Clerk's Office Representative, Company launch team). Agenda:
    - Meet key stakeholders
    - Discuss objectives for Platform
    - Discuss Customer systems and how Platform will integrate with Customer systems:
        - Deeds access: the attendance of a representative from the Clerk's Office or Clerk Vendor will greatly assist a successful launch
            - Note: prior to contract signing, the following was discussed.
                - There is an existing export process from the Clerk-Recorder to a Clerk-Recorder Network drive in which all recorded documents, PCORs, and a CSV Index file are placed for each recorded date. The

Assessor staff has access to this network drive. Customer IT will grant Company read-only access to this network drive so that Company can automatically obtain copies of all document images and the index file every night. If Customer IT cannot grant access, Customer will manually copy the folder containing images and index CSV to Company drive when available.
        - PCORs will come with at the same time as their associated Deeds and will have as -1 suffix where as Deeds have -0
        - Company will build a service that renames deed images (to include the year and an "R"), and copies them to an Assessor owned Network Drive from which Megabyte can read.
        - The above is contingent on Customer IT providing necessary network drive access.
    - IT access: system architecture, IP addresses, permissions
    - Computer-Assisted Mass Appraisal ("CAMA") system: Customer uses the Megabyte software system (hereafter referred to as CAMA System or CAMA Vendor)
  - Discuss timeline and milestones
- Deeds process discussion and access (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
  - Understand sources of deeds data for processing
  - Understand which Customer systems are involved in deeds processing
  - Understand how deeds documents are routed
  - Understand which stakeholders are involved at each step in deeds processing
  - Obtaining access to deed images
- CAMA system access
  - Establish the nightly CAMA data sync method: Customer IT to provide SQL Views of underlying CAMA Vendor Tables, and grant SELECT access to Company
  - Discuss CAMA data loader: CAMA Vendor will install an API service on CAMA Vendor maintained servers. Company will use the CAMA Vendor API to send data into the CAMA System.
    - CAMA Vendor is responsible for maintaining the API in good working order. Company will promptly notify Customer and CAMA Vendor if API Service stops functioning
    - CAMA Vendor is responsible for providing access URLS and issuing authentication tokens to Company
  - Obtain access to CAMA based on agreed upon methods
- IT access requirements
  - Establish VPN connectivity
  - Provision VMs
  - Provision service accounts

2.4 Phase 3 - Launch Phase.

The launch phase begins with assignment of a Solutions Engineer (SE) to the project and scheduling a discovery meeting. The target timeline for completing the launch phase is ten (10) weeks from the completion of the initial discovery meeting. The key activities for the launch phase include:

1. Discovery - The purpose of discovery is to fully understand the Customer's current workflow and requirements in order to design a solution that satisfies those business requirements in the Platform. Some of the discovery activities include:
   - Customer conducting a CAMA system walkthrough with SE to understand how deeds data is handled within Customer systems (e.g. how are names formatted).
   - Business rules conversation to understand how deeds data is handled within Customer systems (e.g. how are names formatted)
   - Creation and Customer approval of a solutions document to conclude discovery. The solutions document will describe:

- Customer's existing deeds process
- How Customer's deeds workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations (including specific document types to be filtered out or displayed using "Data Extract" / "No Data Extract" workflows)
  - Note: Platform automates data extraction from scanned images of deeds documents and affidavits of heirship. Extraction of data from scanned images of other document types is out of scope of this SOW, though Platform is able to route these other document types.
- Extracted data and flags will include only:
  - Instrument number
  - Doc StampAmount
  - All Grantee Names
  - One Grantee Address
  - Recorded Date
  - Sale Date
  - Book, Page
  - Document Type
  - Parcel Match
  - Metes/Bounds Flag
  - Multi-Parcel Flag
  - Joint Tenancy Flag
  - Tenants in Common Flag
  - Life Estate Flag
  - Partial Interest Flag
- How Platform output will be reflected in Customer's CAMA system database
  - Note: Triggering actions within Customer's CAMA system (e.g. generate mailing letters) is out of scope of this SOW
  - Note: Updating additional systems apart from Customer's primary CAMA system is out of scope of this SOW
- Configuration of the Platform, to include connections to 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.)
  - Manage logs (i.e. compliance with log requirements, etc.)
  - Note: Tools may include externally hosted industry-standard services

2. Integration Development & Configuration (ID&C) - during this step of the launch phase, all the integrations will be developed as well as the configuration of Platform in accordance with the Customer approved solutions document. Other activities in this step are:
   - External Design Review meeting:
     - Present customizations to Platform per approved solutions document
     - Gather feedback from Customer stakeholders
     - Company to iterate on customizations to Platform as needed
   - Deed uploads into the Sandbox/Testing environment
3. Advanced User Training - Training on any customizations to the Platform made during the Launch Phase.
4. Technical Internal Testing - the purpose of technical internal testing is for the SE to ensure that the Platform is functioning properly from a technical perspective and is in a state of readiness for User Acceptance Testing (UAT).
   - Activate Platform integration to Customer CAMA system
   - Test Platform workflows with data from Customer CAMA system
5. User Acceptance Testing (UAT) - the purpose of UAT is for the day-to-day functional users to ensure the Platform meets their business needs as determined during discovery and documented in the solutions document.
   - Customer works through test cases provided by SE, documenting results
   - Customer to indicate final acceptance of Platform as implemented for Customer's workflow

6. Go-Live - Launch of Platform for use with live data to conclude the launch phase. Subsequent to Go-Live, Company will conduct:
    - Review of CAMA database updates to confirm Platform is working per solutions document
    - Daily check-in meetings with Customer users of the Platform for 1-2 weeks after launch
    - Introduction to Support, and handoff to Customer Success Manager (CSM) if applicable

2.5 Scope Limitations

For avoidance of doubt, the following are not included in this Scope of Work:

- Adding annotations directly on deed images within Company Platform
    - As described in Section 2.3, Company will copy deed images to Assessor Network drive from which Megabyte can read, but Company can assist in the editing or annotation of the images
- Extraction of Partial Interest percentages
    - Customer will use Company's Partial Interest module to transfer ownership. Company Platform will flag relevant transfers as Partial Interest (using the Partial Interest Flag). Company Platform will pre-populate the Grantors Section with all existing owners, and will pre-populate Grantees with any grantee names listed on the Deed. However, Company Platform cannot extract what percentage of ownership is being conveyed per owner or what Set/Sequence is relevant for each Grantee

3. TECHNICAL REQUIREMENTS

This SOW includes an integration into Customer's CAMA system. In general, Company requires access to a pre-production or "test" CAMA environment for testing prior to deploying Platform in a CAMA production environment, in addition to access to the production CAMA environment.

Customer uses an on-premise CAMA system, therefore the following are required to successfully execute the integration:

- Provisioning of virtual servers for Company to install integration services,
- On-premise access to Customer's network to the provisioned virtual servers and,
- Read/write access to SQL Views of the CAMA System database (production and test)

Note: Platform requires connections to tools to: provide client-side analytics (e.g. user bounce rate, etc.), monitor Platform performance (e.g. page load time, etc.), monitor errors (e.g. automatically identify specific information about bugs, etc.), and manage logs. These tools may include externally-hosted industry-standard services.

4. 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.

5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through June 30, 2024.

[Signatures Appear on Following Page.]

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.

By: _____
Name: Yao Choong
Title: CFO
Date: July 25, 2023

CUSTOMER: HUMBOLDT COUNTY, CA ASSESSOR

By: _____
Name: HOWARD LAHAIE
Title: ASSESSOR
Date: 7/25/2023