

WORK ORDER NO. 1

Bulk Historical Records Indexing

Weber County, Utah

Issued under the Software as a Service Agreement and Statement of Work — AI Recording and Smart Search

This Work Order No. 1 (this "Work Order") is entered into as of _____, 20____ (the "Work Order Effective Date") by and between **Medici Land Governance** ("MLG"), a Delaware corporation with a principal address at 731 E. South Temple St., Salt Lake City, UT 84102, and **Weber County, Utah** ("County" or "Customer").

This Work Order is issued under, and is governed by, the Software as a Service Agreement dated ____ March 31, 2026 _____ (the "Agreement") for AI Recording and Smart Search, each between MLG and the County. This Work Order is incorporated into and made a part of the SOW. Capitalized terms used but not defined here have the meanings given in the Agreement or the SOW.

1. PURPOSE

Section 1.1 of the SOW provides for DocAI to index and process bulk historical unindexed records in addition to new recordings. This Work Order authorizes and funds a defined quantity of that bulk historical processing, sets the per-page rate applicable to it, establishes a \$80,000.00 prepaid processing credit, and provides for the authorized pages to be processed over a three (3)-month processing period.

2. SCOPE OF SERVICES

MLG shall process County-provided unindexed historical land records through the DocAI pipeline described in Section 1.1 of the SOW. For each page processed under this Work Order, MLG shall:

- Ingest the document image and any available metadata and create a transaction record for the document;
- Perform AI/OCR text extraction across the full page image;
- Extract and index the fields identified in Section 1.1(4) of the SOW, including without limitation party and name information (grantor, grantee, and other listed parties), legal descriptions, block and lot, addresses, dates, and notary information where present;
- Apply County-defined redaction rules under Section 1.1(6) of the SOW to the extent those rules apply to historical records;
- Present low-confidence extractions and exceptions to County staff through the DocAI review work queues for verification and correction;
- Make the resulting images and index data searchable through the Smart Search Portal; and
- Deliver or synchronize the finalized index data to the County's system of record via the mutually agreed integration.

The County retains final review and approval authority over indexing outcomes. DocAI supports County review but does not replace County oversight.

3. PRICING AND PREPAID PROCESSING CREDIT

3.1 Per-page rate. Pages processed under this Work Order shall be charged against the prepaid processing credit at \$0.08 per page. This rate applies only to unindexed historical records processed under this Work Order and, for those pages only, supersedes the \$0.10 per page historical rate stated in Section 2.2 of the SOW. All other rates in the SOW, including the \$0.15 per page rate for new recordings, remain unchanged.

3.2 Prepayment and processing credit. The County shall prepay \$80,000.00 under this Work Order. MLG shall maintain the prepaid amount as a processing credit and apply \$0.08 against the credit for each historical

page processed, as recorded in DocAI system logs. The prepaid credit authorizes processing of up to 1,375,000 pages.

Item	Volume	Amount
Per-page processing rate	Per page	\$0.08
Prepaid processing credit	Up to 1,000,000 pages	\$80,000.00

3.3 Processing limit. MLG shall not process pages beyond the available \$80,000.00 prepaid processing credit (equivalent to 1,000,000 pages at \$0.08 per page) under this Work Order without a written amendment or a subsequent work order signed by both parties. Any pages processed beyond the available prepaid credit without such written authorization shall be at MLG's sole cost.

3.4 Storage. Storage for records processed under this Work Order is included within the 800 GB allowance in Section 2.2 of the SOW. If the historical corpus causes total storage to exceed that allowance, additional storage will be invoiced at \$25.00 per 100 GB per year as provided in the SOW. MLG shall notify the County in writing before any additional storage charge is incurred.

3.5 No other charges. No onboarding, license, or professional services fees are payable under this Work Order. The Project Onboarding Fee and Base Annual License Fee in Section 2.1 of the SOW are unaffected by this Work Order.

3.6 Return of unused funds. In the event that either the County or MLG fails to fully utilize the \$80,000.00 prepaid processing credit contemplated under this Work Order within the three (3) month processing period, MLG shall refund and return any remaining unused prepaid funds to the County within 30 days after the 3-month processing period has ended, unless a formal written amendment to this Work Order is fully executed by both parties indicating otherwise.

4. PREPAYMENT AND REPORTING

- MLG shall invoice the County for the \$80,000.00 prepayment upon execution of this Work Order. The prepaid amount shall be credited to the County for historical-record processing under this Work Order and drawn down only as pages are processed at the \$0.08 per-page rate.
- Each monthly processing report shall state pages processed during the period, cumulative pages processed under this Work Order, processing credit applied during the period, cumulative credit applied, and the remaining prepaid credit balance.
- MLG shall notify the County's project manager in writing when cumulative processing has used 80% and again at 95% of the prepaid processing credit.
- MLG shall provide the County with a monthly processing report showing batch status, pages completed, exception counts, and items pending County review.

5. SCHEDULE AND DELIVERY

The parties will sequence the work in batches over a three (3)-month processing period beginning on the Work Order Effective Date, with specific batch dates to be confirmed at the Work Order kickoff:

Phase	Description	Target
Pilot batch	A variety of pages processed and jointly reviewed to validate indexing conventions and field mapping before production volume begins. Not to exceed 2,000 pages.	Within ____ days of Work Order Effective Date
Production batches	Recurring batches processed against the agreed indexing conventions, with County review queues worked in parallel.	Throughout the three-month processing period

Phase	Description	Target
Completion	Processing of the authorized historical records against the prepaid processing credit, subject to timely County delivery of records, approvals, and review.	Within three (3) months of Work Order Effective Date

6. COUNTY RESPONSIBILITIES

- Provide the historical record images and any available metadata in a supported format, and provide required access, information, and approvals within a reasonable period not to exceed 30 days, consistent with Section 3.3 of the SOW.
- Designate a project manager and technical contact for this Work Order.
- Confirm indexing conventions, cross-indexing requirements, and any document-type-specific rules to be applied to historical records.
- Make staff available to work the DocAI review queues and to review pilot batch results.
- Provide final review and approval of index data prior to publication to the system of record.

7. ACCEPTANCE

The pilot batch shall be deemed accepted when the County confirms in writing that the indexed output meets the indexing conventions agreed at kickoff. Production batches shall be deemed accepted upon the earlier of (a) written County acceptance or (b) fifteen (15) business days after MLG notifies the County that a batch is available for review, absent written notice of a material deficiency. Correction of pages that fail to meet the agreed conventions shall be performed by MLG at no additional charge and shall not be counted twice against the authorized volume.

8. PROJECT CONTACTS

	MLG	Weber County
Name	Josh Hanks	Bahy Rahimzadegan
Email	jhanks@mediciland.com	BRahimzadegan@Webercountyutah.gov
Phone	801-503-1111	801-399-8075

9. TERM AND GENERAL TERMS

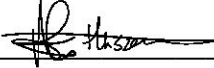
This Work Order commences on the Work Order Effective Date. MLG shall perform the historical-record processing contemplated by this Work Order over a three (3)-month processing period beginning on the Work Order Effective Date, subject to reasonable schedule adjustments resulting from delays in the County's delivery of records, access, approvals, or review. This Work Order shall remain in effect through completion, reconciliation, and acceptance of the processing performed under it, unless the SOW expires or is terminated earlier. Except as expressly modified by this Work Order with respect to the per-page rate, prepaid processing credit, payment timing, and processing schedule for historical records processed under this Work Order, all terms and conditions of the Agreement and the SOW remain in full force and effect and apply to the services performed under this Work Order. In the event of a conflict between this Work Order and the SOW with respect to the subject matter of this Work Order, this Work Order shall control.

9.1 Termination for Convenience. The County may terminate this Work Order, in whole or in part, at any time for its convenience by providing written notice of termination to MLG. In the event the County exercises this option, MLG shall immediately cease all processing activities hereunder and, within thirty (30) days of the date

of the County's written notification to cancel, return and refund to the County all unused prepaid processing credit funds remaining as of the effective date of termination.

IN WITNESS WHEREOF, the parties have executed this Work Order as of the Work Order Effective Date.

MEDICI LAND GOVERNANCE

By: 

Name: Dr. Ali El Hussein

Title: CEO

Date: September 21, 2026

WEBER COUNTY, UTAH

By: *Bahy Rahimzadegan*

Name: Bahy Rahimzadegan

Title: Recorder/Surveyor

Date: September 22, 2026

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By: _____

Gage Froerer, Chair

Commissioner Froerer voted _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA

Weber County Clerk/Auditor