

Software License and Services Contract

THIS SOFTWARE LICENSE AND PROFESSIONAL SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 2023, by and between Geo Land Solutions Inc. DBA ValueBase ("ValueBase") and Weber County, Utah ("Weber County").

WITNESSED, WHEREAS, Weber County desires to obtain and ValueBase desires to deliver software licensing and perform certain services in connection with the development of Weber County's automated valuation models and data visualization layer.

NOW THEREFORE, for and in consideration of the mutual entry into Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby agree as follows:

Section 1: Scope of Work and Fee

Specifically, Weber County is contracting with ValueBase to develop an automated valuation model, data visualization layer, and software maintenance services for Weber County. Services related to this contract will include:

- Development of a residential automated valuation model
- Realign/simplify neighborhood codes to ease the administrative burden of maintaining Weber's neighborhood codes.
- Creation of internet-based data visualization
- Staff training and ongoing maintenance

ValueBase commits to providing a validation automated valuation model for residential parcels in Weber County within 30 days of receiving a properly formatted dataset. After providing the initial model, we will continue to provide support, updates, and recalibrate the model based on Weber County needs until the end of the service period.

All fees for software and services provided by ValueBase are fixed and will not change during this contract. The cost for services from October 23rd, 2023 to December 31st, 2024 are \$44,000. At the start of their next budget year, Weber County has the option to enter an ongoing annual maintenance, update and support agreement with ValueBase. After the initial period of service, the total annual residential Automated Valuation Model and Visualization software license costs will be \$44,000.00. This annual agreement will be available for one year, with the option to renew for an additional three years, at the same cost per year.

Weber County retains the right to add, change or remove task items from the Scope of Services. At Weber County's discretion, ValueBase may also provide any optional application services proposed to Weber County, throughout the course of this contract. Any changes to the Scope of Services must be agreed to in writing by Weber County and ValueBase and will be memorialized in a change order to this contract.

Section 2: Support and Maintenance Services

ValueBase will provide the following support and maintenance services for the software and other solutions deployed for Weber County:

- Provision of error corrections to known and reported errors by delivery of available patches via electronic communication via the Internet.
- Provision of available minor updates (bundling of several error corrections in one version) via the Internet.
- Provision of available medium upgrades (version with additional / enhanced functions) via the Internet.
- Provision of available major upgrades (version with substantially enhanced volume of functions).
- Information via electronic communication (email) when new minor/medium/major updates are available.

The granting of rights of use and the delivery of the relevant files for all minor, medium and major upgrades shall be limited to the number and type of solutions, as well as the terms of use thereof, for which this Agreement has been concluded or amended. Support for specific technical problems and failures is provided by ValueBase, Monday through Friday from 9:00 a.m. to 5:00 p.m. (Eastern Time Zone). For this purpose, the customer will generally indicate the exact problem description and will receive a response within the next two working days (Monday - Friday, 9 a.m. until 5 p.m. Eastern Time Zone.)

Section 3: Payment:

For performance of the scope of work defined above, at final delivery ValueBase will bill Weber County \$44,000 for service from October 23rd, 2023 to December 31st, 2024. Weber County will make payment on all invoices within 30 days of receipt.

The same terms apply to service in 2025 and beyond, per Section 2, the payment for service would be \$44,000 and be payable within 30 days of receipt of invoice.

Section 4: Conditions of Service:

Either party may terminate the Contract at any time, upon thirty days' prior written notice to the other party. Upon such termination, Weber County shall pay to ValueBase all monies owed under the Contract for all work performed up to the effective date of termination.

Neither party shall be liable to the other for consequential damages or loss of profits. ValueBase shall be responsible for any actual damages incurred by Weber County to reestablish its valuations if the same becomes nonfunctional because of any error or omission by ValueBase in the performance of its obligations under this Contract. Each party shall indemnify and hold harmless the other party, its officers, and its employees from and against any and all damage, claims, losses, actions, expenses, and any other liabilities, including but not limited to costs and attorneys' fees, arising out of or resulting from the parties' performance of, or failure to perform, their obligations under this agreement, except to the extent the liability is caused by the negligence of the indemnified party, its agents, or its employees.

Each party shall give reasonable notice to the other party of any such damage, claim, loss, action, expense, or other liability.

Except as specifically stated herein, Weber County shall retain all right, title and interest in and to Weber County's data, as well as any data that is based on or derived from the Customer Data and provided as part of the Services. ValueBase will treat as confidential all information and data provided by Weber County, and may not use it for any purpose not essential to fulfilling its obligations under this Contract. This includes, but is not limited to, taxpayers' commercial information that must be kept confidential under applicable state laws. ValueBase shall own and retain all right, title and interest in and to (a) the Services and Software, including all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, and (c) all intellectual property rights related to any of the foregoing. Weber County's treatment of the foregoing items shall be governed by applicable laws governing the release of information.

Section 5: Terms and Conditions

The terms of engagement of this contract are accepted:

Gage Froerer, Commissioner
Weber County, Utah

Date

William Jarvis

11/13/2023

Will Jarvis, Chief Executive Officer
ValueBase

Date