

SOFTWARE AS A SERVICE AGREEMENT

AI Recording Integration and Smart Search

This Software as a Service Agreement (this "Agreement") is entered into as of March 14th, 2026 (the "Effective Date"), by and between Medici Land Governance, a Delaware corporation with a principal address at 731 E. South Temple St., Salt Lake City, UT 84102 ("MLG"), and WEBER COUNTY RECORDER ("Customer"). MLG and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MLG has developed and provides access to certain proprietary software platforms and services;

WHEREAS, Customer desires to use MLG's services, as more particularly described in one or more Statements of Work;

WHEREAS, MLG and Customer share the goal of improving access to public data, increasing revenue generation, and modernizing document management for the benefit of constituents; and

WHEREAS, MLG desires to provide such services to Customer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

"**Authorized Users**" means those employees, contractors, and agents of Customer who are authorized by Customer to access and use the Services.

"**Customer Data**" means all data, content, and materials uploaded, submitted, or otherwise transmitted by or on behalf of Customer through the Services.

"**Derivative Works**" means any work, analysis, insight, enhancement, modification, translation, transformation, adaptation or other material derived from or based upon the Services or Customer Data, including but not limited to aggregated data, analytical results, behavioral patterns, and predictive models.

"**Documentation**" means MLG's then-current technical documentation and specifications relating to the Services.

"**MLG Materials**" means all intellectual property, know-how, processes, methodologies, specifications, software, algorithms, user interfaces, and other materials created or developed by MLG in connection with the Services, including all modifications, enhancements, and derivative works thereof.

"**Services**" means the software platform and related services described in the applicable Statement of Work.

"**Statement of Work**" or "**SOW**" means a written statement of work, signed by both parties, that describes specific Services to be provided by MLG to Customer.

Additional terms are defined throughout this Agreement in the context of the provisions in which they are used.

2. SERVICES AND LICENSE GRANT

2.1. Provision of Services

Subject to Customer's compliance with this Agreement, MLG shall make the Services available to Customer pursuant to this Agreement and the applicable Statement of Work. MLG shall provide the Services in accordance with applicable laws and generally accepted industry standards. MLG may enhance, modify, or update the Services from time to time in its sole discretion. Any services or workflows outside of those agreed in the attached Statement of Work are not part of this Agreement and must be negotiated separately.

2.2. License Grant

Subject to the terms and conditions of this Agreement, MLG hereby grants Customer a limited, non-exclusive, non-transferable license during the Term to: (a) Access and use the Services for Customer's internal business purposes; (b) Allow Authorized Users to access and use the Services in accordance with the terms of this Agreement; and (c) Use the Documentation in connection with Customer's authorized use of the Services.

2.3. License Restrictions

Customer shall not, and shall not permit any third party to: (a) Modify, copy, adapt, or create derivative works of the Services or Documentation; (b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (c) Access the Services to build a competitive product or service; (d) Remove any proprietary notices or labels from the Services; (e) Sell, resell, rent, lease, sublicense or otherwise make the Services available to any third party; or (f) Use the Services in excess of any limitations or restrictions described in the

applicable SOW. Customer shall be given customization rights or access to APIs that allow integration with existing systems.

3. DATA RIGHTS AND OWNERSHIP

3.1. Customer Data License

Customer hereby grants to MLG a limited, non-exclusive, revocable, worldwide, royalty-free license to use Customer Data solely as necessary to perform MLG's obligations under this Agreement and any applicable SOW. MLG shall not commercialize, sublicense, or create derivative works from Customer Data except as explicitly permitted in the applicable Statement of Work and only in partnership with Customer. Any such use shall require Customer's prior written consent and be subject to a mutually agreed revenue sharing model.

3.2. Ownership of Services and MLG Materials

As between the parties, MLG retains all right, title, and interest in and to: (a) The Services and Documentation; (b) The MLG Materials; (c) All Derivative Works created independently by MLG not based on Customer Data; (d) All intellectual property rights in any of the foregoing; and (e) Any improvements, modifications, or enhancements to any of the foregoing. No rights are granted to Customer other than as expressly set forth herein.

3.3. Usage Data

MLG may collect, use, and disclose system logs, device information, usage statistics, and similar data about Customer's use of the Services solely for internal analysis, diagnostics, and platform improvement purposes.

3.4. Data Use Boundaries

MLG shall use Customer Data solely to perform its obligations under this Agreement. MLG shall not use Customer Data for product development, marketing, or other commercial purposes except as explicitly authorized in writing by the Customer.

4. SECURITY AND DATA PROTECTION

4.1. Security Measures

MLG shall implement commercially reasonable administrative, physical, and technical safeguards to protect Customer Data. Customer acknowledges that security safeguards by their nature are capable of circumvention and MLG does not guarantee that the Services or Customer Data will not be accessed by unauthorized persons. MLG may modify its security measures at any time, provided such modifications do not materially decrease the overall security of the Services.

4.2. Security Incidents

In the event MLG becomes aware of a confirmed security breach resulting in unauthorized access to Customer Data, MLG shall notify Customer within seventy-two (72) hours. MLG shall have sole control over communications with third parties regarding any security incident. Customer shall maintain the confidentiality of any information received from MLG regarding security incidents, except as required by applicable law.

4.3. Compliance with Laws

Each party shall comply with all laws applicable to its performance under this Agreement. Customer shall be solely responsible for determining whether the Services are appropriate for storage and processing of information subject to any specific law or regulation.

5. CUSTOMER OBLIGATIONS

5.1. General Obligations

Customer shall: (a) Be responsible for its Authorized Users' compliance with this Agreement; (b) Be responsible for the accuracy, quality, integrity, and legality of Customer Data; (c) Prevent unauthorized access to or use of the Services; (d) Use the Services only in accordance with the Documentation and applicable laws; and (e) Comply with all terms and conditions of this Agreement and any applicable SOW.

5.2. Cooperation

Customer shall provide reasonable cooperation and assistance as MLG may request in connection with MLG's provision of the Services, including: (a) Timely responses to MLG's requests for information or approvals; (b) Making appropriate personnel available for meetings and training; (c) Providing MLG with access to Customer's systems and facilities as reasonably necessary; and (d) Performing Customer's responsibilities as set forth in any applicable SOW.

6. FEES AND PAYMENT

6.1. Fees

Customer shall pay all fees specified in the applicable SOW. Except as otherwise specified in this Agreement or the applicable SOW: (a) Fees are based on Services purchased and not actual usage; (b) Payment obligations are non-

cancelable; (c) Fees paid are non-refundable; and (d) Customer may request to reevaluate fees annually by giving 30 days notice prior to the contract anniversary.

6.2. Taxes

All fees are exclusive of taxes, levies, or duties imposed by taxing authorities. Customer shall be responsible for payment of all such amounts, excluding only taxes based on MLG's income.

6.3. Audit Rights

MLG may audit Customer's use of the Services at any time during the Term by giving 30 days' prior notice to Customer and giving detailed reasons for audit and specifying exact information MLG will be auditing. If any audit reveals unauthorized use, Customer shall promptly pay for such use at MLG's then-current rates plus ten percent (10%).

7. CONFIDENTIALITY

7.1. Definition

"Confidential Information" means all non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data. MLG's Confidential Information includes the Services, Documentation, and any technical or business information related thereto. MLG claims, under Utah Code Annotated 63G-2-309(1) that the confidential Information provided by MLG should be protected under Utah Code Annotated 63G-2-305(1) because it is a trade secret and disclosure of such Confidential Information, as defined in this Agreement, could result in unfair competitive injury to MLG.

7.2. Protection

The Receiving Party shall: (a) Use the same degree of care to protect Confidential Information as it uses to protect its own similar information, but in no event less than reasonable care; (b) Not use Confidential Information for any purpose outside the scope of this Agreement; and (c) Not disclose Confidential Information to any third party except as permitted by this Agreement.

7.3. Exceptions

Confidential Information excludes information that: (a) Is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) Was known to the Receiving Party prior to its disclosure without breach of any obligation; (c) Is received from a third party without breach of any obligation; or (d) Was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.4 Governmental Immunity

In accordance with Utah Code Annotated 63G-2-309, MLG shall protect, defend, and indemnify Customer, and all staff and employees of Customer from and against any claims, liability, or damages resulting from or arising from a denial of access to confidential information that is a protected record on the claim of business confidentiality.

8. WARRANTIES AND DISCLAIMERS

8.1. MLG Limited Warranty

MLG warrants that: (a) It has the legal power and authority to enter into this Agreement; (b) It shall provide the Services in a professional manner consistent with general industry standards; and (c) The Services shall perform substantially in accordance with the Documentation.

8.2. Customer Warranties

Customer represents and warrants that: (a) It has the legal power and authority to enter into this Agreement; (b) It has all rights necessary to grant the licenses and permissions granted herein; and (c) It shall use the Services only in accordance with this Agreement and applicable laws.

8.3. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND MLG MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INTERRUPTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability

EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS: (a) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER

DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY; AND (b) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION

10.1. No Indemnification

Customer is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 e. seq.). Nothing in this Agreement shall be construed as a waiver by the county of any rights, limits, protections, or defenses provided by the Act. Nor shall this Memorandum of Understanding be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Memorandum of Understanding is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

11. TERM AND TERMINATION

11.1. Term

This Agreement commences on the Effective Date and continues until all Statements of Work have expired or been terminated (the "Term"). Each SOW shall have its own term as specified therein.

11.2. Termination for Cause

Either party may terminate this Agreement or any SOW: (a) Upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) Immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.3. Non-Funding

Customer's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to Customer or MLG of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11.4. Suspension of Services

Notwithstanding anything to the contrary in this Agreement, MLG may suspend Customer's and any Authorized User's access to any portion or all of the Services: (a) If MLG reasonably determines that (i) there is a threat or attack on any of the Services; (ii) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of MLG; (iii) Customer or any Authorized User is using the Services for fraudulent or unlawful activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course; or (v) MLG's provision of the Services to Customer has become unlawful; (b) If any invoice remains unpaid for thirty (30) days or more; or (c) For any other reason MLG reasonably deems necessary to protect its interests.

Any suspension shall be without liability to MLG, and Customer shall remain responsible for all fees incurred during the suspension period.

11.5. Effect of Termination

Upon termination or expiration of this Agreement: (a) All rights, licenses, and authorizations granted to Customer shall immediately terminate; (b) Customer shall cease all use of the Services and MLG Materials; (c) Customer shall pay MLG any unpaid amounts that have accrued prior to the effective date of termination; (d) Each party shall return or destroy all Confidential Information of the other party in its possession; (e) MLG may delete or disable Customer's access to Customer Data thirty (30) days after termination; and (f) MLG may retain, use, and continue to use any Customer Data and Derivative Works in accordance with the licenses granted in this Agreement, which shall survive termination; and (g) MLG will provide a verified copy of all data utilized or created as a part of the Agreement.

12. GENERAL PROVISIONS

12.1. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah for any action arising out of or relating to this Agreement. Each party

waives all defenses of lack of personal jurisdiction and forum non conveniens. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods.

12.2. Dispute Resolution

Before filing any legal action arising out of this Agreement, the parties shall: (a) Attempt to resolve disputes through good faith negotiations; and (b) Elevate disputes to executive management if not resolved within thirty (30) days. If the dispute remains unresolved after good faith negotiations or elevation of the disputes, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for mediation and arbitration in accordance with its Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

12.3. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, epidemic, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

12.4. Assignment

Customer may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, without MLG's prior written consent. MLG may assign this Agreement, in whole or in part, without Customer's consent to: (a) an affiliate; (b) an acquirer of all or substantially all of MLG's business; or (c) a successor by merger. Any attempted assignment in violation of this section shall be void.

12.5. Relationship of Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party has any authority to bind the other party to any obligation.

12.6. Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement. Without limiting the foregoing, Customer's customers are not third-party beneficiaries of this Agreement.

12.7. Notices

All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) Personal delivery; (b) The second business day after first class mailing; (c) The second business day after sending by confirmed facsimile; or (d) The first business day after sending by email (provided email shall not be sufficient for notices of termination).

12.8. Waiver and Modifications

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver under this Agreement shall be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver. This Agreement may not be modified or amended except through a written instrument signed by authorized representatives of both parties.

12.9. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

12.10. Entire Agreement

This Agreement, together with all Statements of Work, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict between the provisions of this Agreement and any SOW, the terms of the SOW shall prevail with respect to the subject matter thereof.

12.11. Order of Precedence

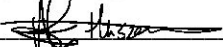
In the event of an actual conflict between this Agreement and the Statement of Work, the Statement of Work shall be controlling.

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[Signature Page to Software as a Service Agreement]

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date.

MEDICI LAND GOVERNANCE

By: 

Name: Ali El Hussein

Title: CEO

Date: March 14th, 2026

CUSTOMER

By: *B. Rahimzadegan*

Name: BAHY RAHIMZADEGAN

Title: COUNTY RECORDER/SURVEYOR

Date: 3/14/2026

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