

Master Services Agreement

This Master Services Agreement (this “Agreement”), is effective as of August 15, 2026 (the “Effective Date”) by and between SwitchBase, Inc. (“SwitchBase”) and Weber County on behalf of the Golden Spike Events Center (“Subscriber”). SwitchBase and Subscriber are sometimes referred to herein individually as a “Party,” and collectively the “Parties.”

SwitchBase provides a proprietary SaaS platform designed for venue management, real-time incident tracking, proactive intelligence, and enhanced guest experience management (the “Platform”). Subscribers access the Platform via a SaaS model, where SwitchBase develops, maintains, secures, and makes available the Platform, systems, and support services to clients via the Internet and a web browser (the “Services”). SwitchBase utilizes secure third-party hosting facilities compliant with SSAE-16 SOC 1 Type II standards.

Subscriber desires to utilize the Services, and SwitchBase agrees to provide them, pursuant to the terms and conditions of this Agreement.

1. License of Services and Restrictions

- a. **License:** SwitchBase grants to Subscriber a limited, non-exclusive, non-transferable, revocable, world-wide license to use the Services solely for Subscriber’s internal business purposes during the Term. Subscriber is responsible for managing secure user accounts.
- b. **Restrictions:** Subscriber shall not: (a) sell, resell, rent, or lease the Services; or (b) permit third parties to use the Services without SwitchBase’s prior written consent, except when those third parties are non-competitors providing services to Subscriber. SwitchBase reserves the right to restrict access after allowing Subscriber a reasonable period to address unauthorized use.

2. Services and Service Orders

- a. The specific Services, features, and fees purchased by Subscriber will be set forth in one or more Service Orders executed by the Parties, each of which is incorporated by reference and governed by this Agreement. Each Service Order may include attached Exhibits specifying technical, operational, and support details.

3. Support and Maintenance

- a. **Technical Support:** During the Term, SwitchBase will provide technical support via phone, email, and web as outlined in the Service Order. SwitchBase will make reasonable efforts to respond to technical support requests and resolve issues per **Exhibit A**.
- b. **Documentation:** Online documentation and materials related to the Services are available at SwitchBase’s website. Subscriber may use this documentation solely in connection with the Services.

4. Fees

- a. Subscriber shall pay the fees specified in each applicable Service Order. All fees are exclusive of applicable taxes.

5. Ownership of Intellectual Property

- a. SwitchBase retains all rights, title, and interest in and to the Platform and Services. This Agreement does not grant Subscriber any ownership rights in the Platform, Services, or SwitchBase's intellectual property.

6. Subscriber Data

- a. Subscriber retains ownership of all data input, submitted, or generated through the Services ("Subscriber Data"). Subscriber is responsible for its accuracy and legality. Subscriber Data constitutes Subscriber's Confidential Information.

SwitchBase may use anonymized and aggregated data to improve its products and services, provided no such data identifies Subscriber or its customers.

7. Term and Termination

- a. **Term:** This Agreement commences on the Effective Date and remains effective unless terminated as outlined below.
- b. **Termination for Cause:** Either Party may terminate this Agreement if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving notice.
- c. **Effect of Termination:** Upon termination, SwitchBase will discontinue providing Services, and Subscriber will cease use. SwitchBase will provide a portal for Data download for thirty (30) days post-termination, after which Data may be deleted.
- d. Subscriber's payment obligations for each annual subscription term are subject to the appropriation of funds by the Utah Legislature or the Weber County Commission. Subscriber will use good-faith efforts to include the fees for the Services in each applicable budget request. If funds are not appropriated for a future annual subscription term, Subscriber may terminate this Agreement effective at the end of the then-current annual term for which funds have been appropriated, on written notice given as soon as reasonably practicable after the funding determination. Fees paid for the then-current annual term are non-refundable and remain due in full regardless of the effective date of termination, and no further fees are owed for annual terms beginning after that date. Following a termination for non-appropriation, Subscriber will not procure or use a functionally similar third-party service to replace the Services for any portion of the Initial Term for which funds were not appropriated. Termination under this section is not a breach or default by either party.

8. Representations and Warranties

- a. **SwitchBase:** SwitchBase represents that it has the authority to enter into this Agreement and will take reasonable efforts to comply with applicable laws, protect Data, and prevent malware disruption.
- b. **Subscriber:** Subscriber represents that it has the authority to enter into this Agreement and will use reasonable efforts to prevent unauthorized use of the Services.

9. Acceptable Use of Services

- a. Subscriber will not use the Services to (a) send unsolicited messages, (b) transmit harmful software, (c) gain unauthorized access, or (d) upload offensive content. SwitchBase reserves the right to suspend accounts or remove restricted content.

10. Limitation of Warranties

- a. SwitchBase makes no warranty regarding the reliability, accuracy, or completeness of the Services, which are provided on an “as-is” basis.

11. Data Security and Confidential Information

- a. **Data Security:** SwitchBase will implement industry-standard data security measures and promptly notify Subscriber of any unauthorized access to Confidential Information (“Security Breach”). SwitchBase will address any Security Breach as necessary.
- b. **Confidential Information:** Recipient agrees not to disclose or use Confidential Information for any purpose other than as permitted by this Agreement and will provide at least reasonable protection for such information.

12. Authorized Access and Compliance

- a. With the client’s explicit permission, SwitchBase team members may access the organization’s accounts to perform routine maintenance, conduct quality assurance checks, and perform anonymized predictive analytics. Additionally, team members may support and assist the client in their use of SwitchBase systems and serve as the client’s designated SwitchBase Administrator when needed. SwitchBase team members will comply with all applicable laws and regulations, including the General Data Protection Regulation (GDPR) of the European Union and the California Consumer Privacy Act (CCPA), to protect data privacy and security.

13. Limitation of Liability

- a. Neither Party will be liable for indirect, incidental, or consequential damages. Each Party’s total liability will not exceed the fees paid by Subscriber under the applicable Service Order in the twelve (12) months preceding the claim.

14. Indemnification

- a. Weber County is a self-insured political subdivision of the State of Utah. Weber County does not agree to assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. SwitchBase agrees that if it believes it has been made a party to a suit as a result of the negligence of Weber County, SwitchBase will file a Notice of Claim in accordance with the laws of the State of Utah.

15. General Provisions

- a. **Choice of Law:** This Agreement is governed by the laws of the State of Utah. Any disputes arising out of or related to this Agreement shall be resolved in the state or federal courts located in Utah.
- b. **Entire Agreement:** This Agreement, with all Exhibits and Service Orders, constitutes the entire agreement between the Parties. Amendments require written consent from both Parties.

16. Incorporation of Terms and Conditions

- a. The services provided under this Agreement are subject to the Terms and Conditions available at <https://www.switchbase.com/legal/terms-and-condition> (the “Terms and Conditions”), which are hereby incorporated into this Agreement by reference. By entering into this Agreement, the Customer acknowledges and agrees to be bound.



In Witness Whereof, the Parties have executed this SwitchBase Master Services Agreement as of the Effective Date.

SwitchBase

Name: Benji Woahn

Signature: 

Title: COO

Date: 29 July 2026

Weber County on behalf of the Golden Spike

Events Center

Name: _____

Signature: _____

Title: _____

Date: _____