

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202412018

| | |
|--|---|
| Originating Department: | Assessor |
| Division/Program: (i.e. Dept. Division and Program) | |
| Contract or Grant Administrator: | Rebecca Xczar |
| Contractor's / Agency Name: | Just Appraised |
| <p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 300/11600</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p> | |
| <p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 60,285</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p> <p>Summary of Scope:</p> | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| <p>Total contract amount includes \$20,500 implementation fee for 2024, and \$36,500 plus tax annual license fee for 2025. Service is for new online senior exemption portal. Already have funds in our 2024 budget for implementation fee. 2025 license fee out of Treasurer's O&M</p> | |
| Term of Contract: 1.2 years | Expiration Date: December 31, 2025 |

| | | |
|-------------------|---|------------------|
| Contract Routing: | 1. Prepared by: Rebecca Xczar | Date: 10/14/2024 |
| | 2. Attorney signoff: jcorkern approved via email | Date: 11/21/2024 |
| | 3. AS Finance reviewed: bbennett verbal approval | Date: 11/22/2024 |
| | 4. IT reviewed (if IT related): price verbal approval | Date: 11/21/2024 |
| | 5. Contractor signed: approved via email | Date: 11/22/2024 |
| | 6. Submitted to Exec.: JLogan | Date: 12/6/2024 |
| | 7. Council approved (if necessary): AB2024-842 | Date: 12/3/2024 |
| | 8. Executive signed: APennucci | Date: 12/6/2024 |
| | 9. Original to Council: | Date: _____ |

JUST APPRAISED**SAAS SERVICES AGREEMENT**

This SaaS Services Agreement ("Agreement") is entered into effective as of November 14, 2024 (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 therefor 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 Form(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 (c) 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 or 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 Washington 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.

By: 
Name: Travis Noll
Title: COO

CUSTOMER: WHATCOM COUNTY, WA ASSESSOR


By: 
Name: Rebecca Xezar
Title: Assessor

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (EXEMPTIONS, TAXPAYER PORTAL)

This Order Form is effective as of November 14, 2024 (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 November 14, 2024 (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: Whatcom County, WA Assessor | Contact: Rebecca Xczar |
| Address: 311 Grand Ave. Suite 106 Bellingham, WA 98225 | Phone: (360) 778-5055 |
| | E-Mail: rxczar@co.whatcom.wa.us |
| <p>Initial Term One Fee: \$0, to be invoiced in a single lump sum at the beginning of Initial Term One and paid in accordance with Section 5.2 of the Agreement.</p> <p>License Fees: \$36,500 per year for Initial Term Two (the "<u>License Fee</u>"), to be invoiced in a single lump sum at the beginning of Initial Term Two and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement.</p> <p>After the Initial Term Two, Company may increase the License Fee in accordance with Section 5.1 of the Agreement. License Fee increases will be capped at 3% per year.</p> <p>Implementation Fees: \$20,500</p> <p>Professional Services Fees to be invoiced in three equal milestones of \$6,833.33, as delivery milestones are met and services are rendered. Fees are paid in accordance with Section 5.2 of the Agreement.</p> <p>Milestone One: Form design delivered and approved.</p> <p>Milestone Two: Online form and processing portal built in the testing environment.</p> <p>Milestone Three: Online form and processing portal are launched in the production environment.</p> | <p>Initial Term One: November 14, 2024 through December 31, 2024</p> <p>Initial Term Two: January 1, 2025 through December 31, 2025</p> <p>Initial Term Two will automatically renew on an annual basis for one-year terms (each a "<u>Renewal Term</u>") 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 Two or then-current Renewal Term, as applicable.</p> |

JUST APPRAISED INC.

By: 

Name: Travis Noll

Title: COO

Date: Nov 22, 2024

CUSTOMER: WHATCOM COUNTY, WA
ASSESSOR

By: 

Name: Rebecca Xezar

Title: ASSESSOR

Date: 11/21/24

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (EXEMPTIONS, TAXPAYER PORTAL)

This Statement of Work ("Statement of Work" or "SOW") is made as of November 14, 2024 (the "SOW Effective Date"), by and between Whatcom County, WA Assessor ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated November 14, 2024 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 (Whatcom County, WA Assessor): 311 Grand Ave. Suite 106 Bellingham, WA 98225

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

2. SCOPE OF SERVICES

2.1 Overview

| Product(s) | Form Name | Description | CAMA Integration | Service Capacity |
|-------------------|------------------|---|-------------------------|-------------------------|
| Taxpayer Portal | N/A | Functionality of the Taxpayer Portal is described in Section 2.2 | N/A | N/A |
| Taxpayer Portal | Form 64 002 | Senior Citizen and People with Disabilities Exemption from Real Property Taxes - New Applications & Renewals | No | N/A |
| Taxpayer Portal | Form 63 0036 | Combined Disposable Income Worksheet (add-on to Form 64 002) | No | N/A |

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.

2.2 Feature Set and Functionality Description.

- A “Form” is an online application or online filing that Taxpayers can start in the Taxpayer Portal and submit to the Customer for review.

Taxpayer Portal

- Taxpayers can register an account with the Taxpayer Portal
- Accounts must be tied to a unique email, and emails must be verified before logging in
- Taxpayers will see Form 63 0036 as an add-on to Form 64 002 that will appear with conditional logic based on the taxpayer’s response to questions in Form 64 002
- Taxpayers can search for their property using property id, owner name and address, or property address and can file one property at a time
- Upon submission, the Portal will generate a PDF copy of the Form
- Taxpayers can receive emails to confirm submission of Forms, approval by Customer staff, requests for evidence by Customer staff, or rejections by Customer staff – all based on configuration determined by Customer in Phase 1

Processing Workflow

- Customer staff can review submitted forms, assign them to other users, leave comments, and modify data (as deemed appropriate by Customer management)
- Customer staff may view the generated PDF and uploaded documentation
- Customer staff may request additional evidence from taxpayers, reject a form, or approve a form
- A PDF copy of the form will be exportable from the system, along with all documents submitted as part of the application
- On the Final Review step of every application, the submitted details will have icons beside each data point that will allow the user to quickly copy that piece of information, so they can efficiently copy/paste data into their CAMA system.

Integration & Exports

- Customer will build an export of CAMA data. See section 3 Technical Requirements.
- Company will build an automated export of Taxpayer documentation (generated PDF and other evidence) that exports to Company’s SFTP site on a nightly basis in a multi-page TIFF format

2.3 Timeline and Phases.

Phase 1: Pre-Kickoff

Launch Project Manager (LPM) assigned to the project and works to complete project pre-kickoff activities outlined below.

- Request copy of county form(s) from Customer
- Send Customer questionnaire
- Request list of attendees for kickoff meeting from Customer POC

Phase 2: Kickoff

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 activities for the kickoff phase include:

- Review FIGMA mock-up w/ customer (current form version or new form)
- Review questionnaire & Workflows
- Introduce project timeline & expectations

Phase 3: Launch Phase

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 form data is handled within Customer systems
 - Creation and Customer approval of a solutions document to conclude discovery.
 - Receive final approval of form(s) mockup
 - Receive final approval of processing workflow
2. Integration Development & Configuration (ID&C) - Activities in this step are:
 - Taxpayer portal
 - Processing portal
 - External Design Review meeting:
 - Present configuration to Platform per approved solutions document
 - Gather feedback from Customer stakeholders
 - Company to iterate on configuration to platform as needed
3. Training and User Acceptance Testing (UAT)
 - Training is conducted for Customer end users on Platform
 - Customer works through test cases provided by SE, documenting results
 - Customer to indicate final acceptance of Platform as implemented for Customer's workflow
4. Go-Live - Launch of Platform for use with live data to conclude the launch phase.

Post Launch Phase: Ongoing Monitoring and Support

- Daily check-in meetings with Customer staff for 1-2 weeks after launch
- Introduction to support, and handoff to Customer Success Manager (CSM) if applicable
- Weekly check-in meetings with Customer staff for weeks after the daily check-in period
- Monthly or quarterly check-in meetings with Customer staff thereafter

2.4 Limitations on Configuration Requests.

Customer agrees to use the Figma form that was designed and shown to them prior to contract as the baseline configuration ("Standard Configuration") and limit change requests to 15 hours per form. This excludes standard name changes and contact information changes. For reference, a typical customer using standard configuration will require 10 hours of change time per form.

Company will hold a preliminary meeting with Customer as part of phase 1 to demonstrate standard configuration. Customer agrees to fill out a scoping questionnaire and will provide change requests in writing. Company will estimate how long the requested changes will take and work with Customer to ensure these changes stay under the threshold.

2.5 Scope Limitations

The following are not included in the scope of this Statement of Work:

- Static IP Addresses for outbound connections from Customer network to Company API and SFTP site
- Single Sign On capabilities
- Direct integration with PACs CAMA system, or any other CAMA system is not included in this Statement of Work.
- Company will not build a service to extract data from CAMA (this service will be the responsibility of Customer to build and maintain)
- Extraction from any documents of any data fields is out of scope.
- Handling of paper submissions of forms is out of scope.

- The following product features are in development and may not be ready to launch when the forms initially go-live.
 - Wizard to help the taxpayer select the correct form (new vs. renewal, or eligibility)
 - Automatically delete certain file attachments from Company systems a set number of days after review and approval.
 - ID Verification - verifying that it is a valid ID that was uploaded/submitted.
 - Pro-Active Email Correspondence - allow Whatcom users to upload a list of property ids to Just Appraised, identify the email address associated with prior applications tied those ids, and then send out a blast email to notify taxpayer it is time to re-apply
- The following product features are currently out of scope
 - Ability to ask questions one at a time about income and deductions, then have those populate a table that does calculations rather than presenting a table to the taxpayer.
 - ID Image Scanning - detect the state where the ID was issued and flag non-Washington IDs for staff review.

3. TECHNICAL REQUIREMENTS AND CONSIDERATIONS

This SOW does not include an integration into the Customer CAMA system.

The Whatcom County, WA technical team will be responsible for configuring an automated export of the CAMA data needed to enable the parcel search in the online form. CAMA data requirements are included below.

- Customer's team to develop an export of the relevant CAMA data to be received to the Company SFTP server on a nightly basis.
- Customer's team to ensure the export contains all data required, including data from the following tables: abs_subdv, account, address, address_type, buyer_assoc, chg_of_owner, chg_of_owner_prop_assoc, chg_reason, country, deed_type, effective_acres_assoc, effective_acres_group, entity, exmpt_type, neighborhood, owner, pacs_system, prop_group_assoc, prop_group_code, property, property_assoc, property_exemption, property_profile, property_type, property_use, property_val, seller_assoc, situs, stateC_doe, vwproperty.
- Customer's team to ensure the export contains table headers for each table.
- Customer's team responsible for maintaining the ongoing exports and ensuring any disruption to the service is resolved.
- Should the Customer's team not be able to automate the exports of CAMA data to the Company SFTP server, Customer will automate exports of CAMA data to a network drive within the Customer network. Company will build a service that can be installed on a County network drive to automate the exports from the County drive to the Company SFTP server.

Please 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. Customer will share their experience working with Company via written emails and/or phone calls, and allow Company to use Customer name in Case Study highlighting impact of the Platform on Customer.

5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through December 31, 2025.

[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: Travis Noll

Title: COO

Date: Nov 22, 2024

**CUSTOMER: WHATCOM COUNTY, WA
ASSESSOR**

By: 

Name: Rebecca Xezar

Title: Assessor

Date: 11/21/24

EXHIBIT C

JUST APPRAISED

SAAS SERVICES STATEMENTS ON ACCESSIBILITY & DATA PROTECTION

These additional considerations are made as of November 14, 2024 (the "Effective Date"), by and between Whatcom County, WA Assessor ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated November 14, 2024 as amended from time to time (the "Agreement"). This Exhibit 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."

1. ACCESSIBILITY COMPLIANCE

Company's Taxpayer-facing platform adheres to the Web Content Accessibility Guidelines (WCAG) 2.1 level A and AA published by the World Wide Web Consortium (W3C).

2. DATA PROTECTION

In developing our Corporate Policy for Data Breach Notification, Company has thoroughly researched and incorporated guidance from federal and state regulations, HIPAA, FTC guidelines, and SOC 2 standards. Our Data Security Breach policy and procedures have been independently audited, as part of our SOC 2 Type II accreditation, to ensure robust safeguards are in place. This policy will be continually enhanced to reflect evolving best practices and updates from both existing and emerging frameworks.

In alignment with federal and state requirements, Company will promptly notify affected parties and relevant regulatory agencies of any reportable data breaches, in accordance with our internal policies, contractual obligations, and applicable regulations.

Company reserves the right to modify its policy on an ongoing basis, but will always remain compliant with applicable state and federal laws. Customer may request a copy of Company's then-current policy at any time, and Company will respond within 7 calendar days.

JUST APPRAISED INC.

By: 

Name: Travis Noll

Title: COO

Date: Nov 22, 2024

**CUSTOMER: WHATCOM COUNTY, WA
ASSESSOR**

By: 

Name: Rebecca Xizor

Title: ASSESSOR

Date: 11/21/24

EXHIBIT D

JUST APPRAISED

SAAS SERVICES STATEMENTS ON USE OF CITIZEN DATA

These additional considerations are made as of November 14, 2024 (the "Effective Date"), by and between Whatcom County, WA Assessor ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated November 14, 2024 as amended from time to time (the "Agreement"). This Exhibit 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."

1. USE OF CITIZEN DATA

Taxpayers and other Citizens will submit applications for tax exemptions that will be stored in Company's platform. This will include, but is not limited to, names, social security numbers, dates of birth, and driver's license images (collectively "Citizen Data").

1.1. Company will implement and maintain appropriate technical and organizational measures to ensure the confidentiality, integrity, and security of Citizen Data.

1.2. Company will never disclose Citizen Data to third parties, except as required by applicable federal or state laws, court orders, or valid government requests.

1.3. Company will not use Citizen Data to train artificial intelligence models without express written consent by Customer.

1.4. Company will purge all systems of or otherwise securely dispose of all Citizen Data, including backups and archival systems, within 30 days of contract termination, unless otherwise required by law or expressly agreed upon by the Customer in writing.

JUST APPRAISED INC.

By: 

Name: Travis Noll

Title: COO

Date: Nov 22, 2024

**CUSTOMER: WHATCOM COUNTY, WA
ASSESSOR**

By: 

Name: Rebecca Xcrax

Title: Assessor

Date: 11/21/24

WHATCOM COUNTY:
Recommended for Approval:

Rubena Lyons 11/21/24
County Assessor Date

P.J.R. 11/21/24
IT Manager Date

Approved as to form:

J. Colkern approved via email
Prosecuting Attorney Date 11/21/2024

Approved:
Accepted for Whatcom County:

12.6.2024

Gary Pennucci _____
Deputy Whatcom County Executive Date