

EXHIBIT A

JUST APPRAISED

PRE-IMPLEMENTATION PROFESSIONAL SERVICES ORDER FORM

This Order Form is effective as of _____, 2021 (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 _____, 2021 (the “Agreement”). By signing this Order Form, Customer expressly agree to be bound by the terms of conditions of this 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: Placer County Assessor	Contact: Dina Schuaker
Address: Placer County Assessor 2980 Richardson Dr Auburn CA 95603	Phone: +1 530-537-4722
	E-Mail: dschumaker@placer.ca.gov
Total Pre-Implementation Professional Services Fees: \$7,500 Additional Fees and related payment information is set forth in the Agreement and in the SOW, if applicable.	

The undersigned parties hereby execute this Order Form effective as of the date of last signature below.

JUST APPRAISED INC.

CUSTOMER: Placer County

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Statement of Work – Pre-Implementation Professional Services

This Statement of Work (“Statement of Work” or “SOW”) is made as of _____, 2021 (the “SOW Effective Date”), by and between Placer County (“Customer”) and Just Appraised Inc. (“Company”) pursuant to the terms and conditions of the SaaS Services Agreement dated _____, 2021 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: Placer County Assessor, 2980 Richardson Dr, Auburn CA 95603

2. TIMELINE AND SCOPE OF SERVICES

Timeline: Beginning date shall be mutually determined by the Parties’ respective project managers. The target for completion is approximately two weeks after the beginning date, unless otherwise mutually agreed by the Parties’ respective project managers.

Activities:

- Kickoff call to walk Placer through the requirements
- Screen share session demonstrating Placer’s existing workflow
- Placer and Just Appraised will host a screenshare in which Placer demonstrates how they key ownership changes in Megabyte
- Just Appraised will ask about every possible field related to an ownership change to ensure our set up is comprehensive and that Megabyte includes all fields in their integration development

- Placer shares 3 recorded dates worth of Deeds + PCORs
- Each instrument is contained in a single TIFF or PDF (e.g. a three page deed is contained in a single TIFF or PDF file)
- Each file is named as its instrument number (e.g. 20180123.tif)
- Getting an index along with each deed export would also be helpful, but is not required
- All files within an export should be zipped before they are uploaded to this FTP folder:

<https://justappraised.files.com/u/placer-county-ca/>

Placer shares Data Extraction business rules

- After the kickoff, Just Appraised will share a template of data extraction business rules with Placer, along with San Joaquin County's as an example
- Placer will fill out this template and send the business rules back to Just Appraised

- Placer shares data extracts from Megabyte
- For the Production launch, we would need these on an ongoing basis. We can discuss technical requirements to enable this at a later date.
- For a design review, we need 1x data dumps, which can be run as **SELECT * FROM <table>** for each of the following tables
 - Asmt
 - AsrCodeList
 - Exemption
 - NameAddress
 - Ownership
 - OwnershipHistory
 - ParcelDescription
 - Situs
 - TransferHistory
 - ValueHistory
 - ValueSet
 - DocumentCode
 - LandUse (ResourceASR)
 - MapBook (ResourceASR)
- For any tables that are year based, please add **WHERE year = 2021** add to the **SELECT** statements

- Design Review Round 1
- Just Appraised will demonstrate the instance for Placer and request feedback on workflow steps and data field extractions

- Design Review Round 2
- Just Appraised will demonstrate any changes made since Design Review 1
- This will be a more hands on training session to get the Placer team using the product (when users interact with the product, they are more likely to notice items that are missing).
- Just Appraised will present recommendations for any additional development work to facilitate integrations with broader Placer County systems

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 upon completion of the service and acceptance by the Customer. 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, phone calls. Customer will allow Company to use Customer name in Case Study highlighting impact of the Platform on Customer, but in no way shall it be represented as Customer's endorsement of Company or its services.

5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue to the end of the Initial term or then-current renewal term, as applicable.

[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.

CUSTOMER: Placer County

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

**JUST APPRAISED
SAAS SERVICES ORDER FORM**

This Order Form is effective as _____ (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 _____ (the “Agreement”). By signing this Order Form, Customer expressly agree to be bound by the terms of conditions of this 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.

<p>Customer: Placer County Assessor</p>	<p>Contact: Dina Schumaker</p>
<p>Address: Placer County Assessor 2980 Richardson Dr Auburn CA 95603</p>	<p>Phone: +1 530-537-4722</p>
	<p>E-Mail: dschumaker@placer.ca.gov</p>
<p>License Fees: \$132,000.00 per year for the Initial Term if full year paid upon contract signing OR \$140,000.00 per year if paid in installments (the “<u>License Fee</u>”). After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement, provided, however, that such price increases are limited to no more than the Producer’s Price Index for Software maintenance, tech support and other services (Series ID PCU51121051121054 or equal). Implementation Fees: \$2000 Training Fees: \$2000 Additional Fees and related payment information is set forth in the Agreement and in the SOW, if applicable.</p>	<p>Term: From the completion of Implementation and Training to the date that is twelve (12) months thereafter (“<u>Initial Term</u>”). The Initial Term 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 or then-current Renewal Term, as applicable.</p>

The undersigned parties hereby execute this Order Form effective as of the date of last signature below.

JUST APPRAISED INC.

CUSTOMER: Placer County Assessor

By: _____

By: _____

Name:

Name:

Title:

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Date:

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Statement of Work

This Statement of Work (“Statement of Work” or “SOW”) is made as of _____ (the “SOW Effective Date”), by and between Placer County Assessor (“Customer”) and Just Appraised Inc. (“Company”) pursuant to the terms and conditions of the SaaS Services Agreement dated _____ 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: Placer County Assessor

Placer County Assessor

2980 Richardson Dr

Auburn CA 95603

1.2 Service Location Information. Company will perform the Professional Services at the following location(s):

Placer County Assessor

2980 Richardson Dr

Auburn CA 95603

2. SCOPE OF SERVICES

2.1 Timeline and Phases; Scope; Professional Services Description.

Company is working with Customer to deploy Company’s Transfer of Ownership and Sales Coding application to the Customer’s Property Tax Deeds Department. The Company’s Platform aggregates various data sources about real estate transactions and creates a workflow that allows staff members to process the transactions more quickly.

Within this Statement of Work, Company will work with Customer to:

- review the current Platform as it exists now and agree upon changes that support the Customer’s needs (Phase 1);
- roll out the product to a limited group of users for usability and technical testing (Phase 2);
- and finally, fully deploy the product to all users in Customer’s Property Appraisal Office (Phase 3)

2.2 Timeline and Phases.

Beginning date shall be mutually determined by the Parties' respective project managers. The target for completion is approximately 90 days after the beginning date, as outlined in each Phase below, unless otherwise mutually agreed by the Parties' project managers.

Timeline:

- Phase 1 will begin on the Effective Date. Estimated Duration: 2-4 weeks
- Phase 1 will end when both parties agree the feature set has been implemented and is stable

Activities:

- Data transfer discussions
 - Just Appraised to provide access to FTP folder for ongoing data transfers
 - Just Appraised to provide specific data fields required for product configuration
 - Customer to provide access to CAMA files for configuration
- Planning conversations to agree upon product configuration required to go live and agree upon features that will be implemented after the Platform is live
 - These conversations will cover:
 - Specific field names to be displayed on Data Confirmation Page, Data Export page
 - Specific CAMA fields to be displayed in Land Records view
 - These conversations will also cover specific document types to be Filtered Out / displayed using "Data Extract" / "No Data Extract" workflows
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

Phase 2 – Initial Deed Processing / Coding Roll Out, Limited Data Integration Roll Out

Timeline:

- Phase 2 will begin after the feature set mutually agreed upon in Phase 1 has been developed and tested. Estimated duration: 30 days
- Phase 2 will end when both parties agree the feature set has been implemented and is stable

Feature Set:

- Company delivers deed document extracts in Dashboard and Platform for Customer review and processing.
 - Dashboard filtering
 - Just Appraised to provide user ability to sort documents by Dashboard column headers
 - Just Appraised to provide filtering options by Book, Page, Recorded Date, Document Type
 - Just Appraised to provide Saved Search functionality to save selected filters by user defined label
 - Recommended Parcel Matches
 - Software to provide automated parcel recommendations for most parcels
 - Software to provide manual Parcel Search functionality
 - Workflow Management
 - Software to provide automated tracking of user steps in workflow
 - Software to facilitate assignment of tasks between users
 - Software to provide email notifications when user is assigned task by teammate
 - UI to confirm extracted data
 - Specific extracted fields include:

- Book
 - Page
 - Instrument number
 - Docstamp amount
 - Grantee Name(s)
 - Grantee Address
 - Recorded Date
 - Sale Date
- Document Flagging
 - Specific Document Flags include:
 - Needs Review
 - Mapping
 - Trust
 - Joint Tenants with Rights of Survivorship
 - Tenants in Common
 - Life Estate
 - AKA/FKA/NKA
 - Multiparcel
 - Copy / Paste Data Export to CAMA
- Company delivers the “No Data Extract” workflow for non-deed documents in Dashboard for Customer Review
 - User can open document within Just Appraised Platform
 - User can add Team Comments to “No Data Extract” task
 - User can route document using Workflow features
 - User can mark task “Complete”, “Dismissed”
- Company delivers Basic Sale Coding Recommendations step in the workflow
- Company to work with Customer to define schedule for data retention

Activities:

- 1 representative from Company on site at Customer offices for 2-3 business days for training and support
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

Phase 3 - Full Data Integration Roll Out

Timeline:

- Phase 3 will begin after the feature set mutually agreed upon in Phase 2 has been developed and tested.
Estimated duration: 30 days
- Phase 3 will continue until the contract ends as specified elsewhere in the Terms

Feature Set

- Data Export via API
 - Just Appraised to configure Web Service
 - Just Appraised to update Data Export workflow to include “Process (API)” button that triggers JSON payload to Customer API endpoint
 - Customer IT to configure queries to update database with sales information from payload

Activities

- Ongoing development work by the Company to implement features and bug fixes
- Make changes as they occur in compliance with Florida Dept of Revenue/legislation updates that affect change of ownership workflow
- Usability tests with Customer staff members

- Technical tests with Customer system administrators

4. ROLES AND RESPONSIBILITIES

4.1 Company Roles and Responsibilities.

<u>Individual</u>	<u>Responsibility</u>
Company Project Manager Imran Khoja	<ul style="list-style-type: none"> • Oversee project progress through all stages • Analyze Platform launch requirements (functionality, security, privacy, etc.) • Conduct user research for new feature sets • Work with Customer regarding Platform maintenance and changes • Assess and prioritize features, bug fixes, and technical changes for product throughout all stages • Identify new potential feature sets and areas of collaboration between Customer and Company • Act as primary points of contact for Company
Company Inc. Technical Lead / Developer Ihsan Ecemis, Ph. D.	<ul style="list-style-type: none"> • Lead development effort • Manage development of technical documentation • Coordinate Company environments and development code movement through environments • Work to execute and lead each production deployment

4.2 Customer Roles and Responsibilities.

<u>Individual</u>	<u>Responsibility</u>
Customer Project Sponsors	<ul style="list-style-type: none"> • Secure project funding • Monitor project progress • Provide guidance and strategic direction • Ensure business and IT resources are available • Resolve escalated issues • Approve on-going operational support • Approve project expenditures • Approve all business deliverables
Customer System Administrators / Technical Team	<ul style="list-style-type: none"> • Regularly send property data (CAMA exports) to Company on an agreed upon schedule • Advise on changes to data schema • Build web service for mass update capability and facilitate Just Appraised integration
Customer Staff	<ul style="list-style-type: none"> • Participate in user research for product improvements • Report bugs and assist Company team to resolve bugs • Provide feedback on product and submit feature requests

5. TECHNICAL & DATA SPECIFICATIONS

5.1 Data Exchange

Access to specific pieces of data from Customer is essential to the Platform's functionality. However, the Platform will not directly connect to Customer's databases. This access to data by Company includes: exports of all data fields and information from Customer's CAMA database that include, but are not limited to, the following information: ownership, full cash value, and various property characteristics for all parcels, exports of deed images for new property sales.

Company and Customer will agree in writing upon a regular schedule throughout the Term on which the above data will be transferred from Customer to Company to be imported into the Platform. The above data is referred to in the Agreement as the "Customer Data."

Given that the Platform will not directly connect to Customer's databases, consistency of data format and data structure is essential to continued operations of the Platform. Should the format or data structure of any of the Customer Data change, Customer will notify Company as soon as they become aware of the change, and will work with Company to resolve any technical difficulties that may arise.

Likewise, results from the Platform will be transferred from the Platform into Customer's database. Should the format or data structure required to import the data into Customer's database change, Customer will notify Company and work with them to resolve any technical difficulties that arise.

5.2 Tools

Required connections for the Platform also include tools to: provide client-side analytics (i.e. user bounce rate, etc.), monitor Platform performance (i.e. slow page loads, etc.), monitor errors (i.e. identifying specific information about bugs automatically, etc.), and manage logs (i.e. compliance with log requirements, etc.). These tools may include externally hosted industry standard services.

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IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.

CUSTOMER: Placer County

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