

Master Services and License Agreement

THIS MASTER SERVICES AND LICENSE AGREEMENT (the “Agreement” or “MSLA”) is entered into as of this [31st] day of [May], 2026 (the “Effective Date”) by and between [San Juan County, UT], (“Subscriber”), a [County in the state of Utah, USA], with offices located at [117 South Main, Monticello, UT 84535] and **BALCONY TECHNOLOGY GROUP, INC.** (“Balcony”) a Delaware corporation with offices located 211 River Street, 9th Floor, Hoboken, NJ 07030. As used in this Agreement, each of the parties to this Agreement may be referred to individually as (a “Party”) and together (as “Parties”).

WHEREAS, the Subscriber seeks to modernize its property record systems to enhance public access, data security, operational efficiency, and interdepartmental collaboration;

WHEREAS, Balcony has a software platform and technical expertise necessary to implement a secure, blockchain-based system for managing and making available the Subscriber’s documents and/or data for the uses described within the attached Statement Of Work;

WHEREAS, subject to the terms of this Agreement, Balcony agrees to grant Subscriber a limited license to use the Subscription Services and provide Subscriber with certain Services in connection with the Subscription Services;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. STATEMENT OF WORK

Subscriber shall execute a Statement of Work (“SOW”) for all services provided by Balcony which shall set forth the services to be provided, the cost of such services, the number of licenses ordered by the Subscriber, the Subscription Term of the SOW, the Effective Date of the SOW and such other terms and conditions agreed to by the Parties hereto (the “Subscription Services”). Such SOW(s) shall be governed and controlled by the terms and conditions of this MSLA.

2. SUBSCRIPTION AND LICENSES.

Subject to the terms and conditions of this Agreement, including the Subscriber’s payment of all applicable Fees when due, Balcony grants Subscriber a limited, non-exclusive, non-transferrable (except as expressly permitted herein), non-sublicensable, enterprise-wide, worldwide limited license to access and use the Subscription Services during the subscription term.

Balcony will provide such number of licenses as customer subscribes for in connection with proprietary software subject to all terms, rights and restrictions set forth in this Agreement and any SOWs entered into by the parties. During the Subscription Term, Subscriber may not exceed usage of the number of licenses it has contracted for in the SOW. If Subscriber's license use exceeds the number of licenses subscribed for in the SOW, Subscriber must purchase additional licenses for the remainder of the applicable Subscription Term.

3. SUPPORT; MAINTENANCE & SERVICE LEVEL AGREEMENT

Balcony shall provide Subscriber with the following Support Services in connection with the Subscription Services: (a) Systems maintenance and optimizations; (b) backups and restore points; and (c) Ongoing Subscriber Support, as may be updated by Balcony from time to time, provided that any such update shall not adversely and materially affect Subscriber's rights.

Balcony shall use commercially reasonable efforts to make the Service available in accordance including management of all Balcony servers, data warehouses, blockchain and software to ensure uptime and highest level of security. Balcony shall meet the following performance benchmarks: system reliability of 99.5% uptime; resolution of user-reported issues within 48 hours; and completion of scheduled updates and maintenance without substantial disruption. "Substantial Disruption" refers to any event or failure by Balcony that significantly impairs the Subscribers' ability to perform its duties, meet its legal obligations, or provide services to the public as defined in the Service Level Agreement ("SLA") attached hereto as Exhibit "A".

Subscriber sole and exclusive remedy shall receive the service credit(s) set forth in the SLA.

4. PAYMENT

Net 30 days. Unless an alternate payment schedule is specified in the applicable SOW, Balcony will invoice Subscriber upon execution of this agreement. The Balcony invoice shall be payable within thirty (30) days after Subscriber's receipt of the invoice.

Method of Payment. All payments shall be issued by ACH, wire, or by check in USD currency.

Interest. In the event that the Subscriber fails to pay said invoice(s) within the payment terms, interest shall accrue at 1.5% per month thereafter until the invoice is paid in full.

Disputes. To dispute a charge on an invoice, Subscriber must identify the specific charge in dispute and provide a written explanation of the basis of the dispute within thirty (30) days of the applicable due date. The Parties will work in good faith to resolve the dispute no longer than thirty (30) days from the date of such explanation. If Balcony agrees that a disputed charge was in error or otherwise invalid, Balcony shall issue a credit or reverse the amount incorrectly billed. If Balcony determines in good faith that a disputed charge was billed correctly, Subscriber's payment will be due no later than ten (10) days after Balcony provides notice of such determination. In the event that a dispute cannot be resolved, the dispute shall be resolved in accordance with the arbitration provisions set forth in Section 18.12.

Non-Payment. Balcony reserves the right to suspend services, cancel or terminate software licenses and services for non-payment of any undisputed amounts, if Subscriber fails to pay within thirty (30) days after receipt of written notice of such failure to pay.

5. TERM; AUTO-RENEW

The initial term of this Agreement shall be for [36 (X)] months beginning as of the Effective Date (“Initial Term”). Renewal pricing shall be mutually agreed in writing at least 120 days prior to renewal. In absence of agreement, the contract will not auto-renew.

Multi-year Subscriptions. If Subscriber purchases a multi-year subscription for Balcony Software, the purchase is for the full value stated in the SOW and is non-cancellable during the Term stated in the SOW.

6. TERMINATION

Either party may terminate this Agreement for a material breach, if the other party materially breaches this Agreement and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

Either Party may terminate this Agreement in whole or in part immediately upon notice if the other Party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, or makes an assignment to or for the benefit of its creditors, or (c) ceases to conduct business for any reason on an on-going basis leaving no qualified successor to perform its obligations hereunder.

Upon termination of this Agreement for any reason, neither party shall be relieved of any duty, obligation, debt or liability that arose or accrued prior to the termination of the Agreement and Subscriber shall pay Balcony for approved services performed up to the effective termination date.

Upon expiration or termination of this Agreement, Balcony shall provide reasonable assistance to Subscriber and to any third party designated by Subscriber to facilitate the continued and uninterrupted provision of services with respect to Subscriber’s accounts similar to the services to be provided by Balcony hereunder under the same terms and conditions, at Subscriber’s expense, for a maximum period of one (1) month.

In the event of Balcony's insolvency, dissolution, or cessation of business operations, Balcony shall, within thirty (30) days, or a commercially reasonable period based on data volume, return to Subscriber all Subscriber Data in a complete, accessible, and industry-standard format, including all blockchain-associated records, at no additional cost, except for reasonable costs associated with custom data extraction or formatting beyond standard export formats.. Balcony shall provide reasonable documentation sufficient to allow Subscriber to access and utilize such data independently.

7. ACCEPTABLE USE POLICY; SUSPENSION OF SERVICES.

While Services may be used by the appropriate User(s) that Subscriber authorizes, Subscriber may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Balcony's prior written consent. Subscriber agrees not to submit to the SaaS any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, otherwise objectionable or in violation of Balcony's AUP (collectively "Objectionable Matter"). Subscriber will be responsible to ensure that the Users do not submit any Objectionable Matter. In addition, Balcony reserves the right to remove any data that constitutes Objectionable Matter or violates any Balcony rules regarding appropriate use or AUP but is not obligated to do so. Subscriber and Users will comply with all applicable laws regarding Subscriber's Data, use of the Service and the Software, including laws involving personal data and any applicable export controls.

Balcony may immediately suspend Subscriber's access to, or use of, its license(s) upon notice to Subscriber if: (i) Balcony believes that there is a significant threat to the security, integrity, functionality, or availability of its software or any content, data, or application; (ii) to prevent or stop illegal activity, or to comply with applicable laws, or regulations by Subscriber or users; (iii) Subscriber is in breach of the Objectionable Matter restriction above or Section 9 (Restrictions); (iv) if Subscriber exceeds the scope or usage restrictions of the license granted by Balcony or (v) if required by law (including under a court order); provided, however, Balcony will use commercially reasonable efforts under the circumstances to provide Subscriber with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

8. BALCONY REPRESENTATIONS AND WARRANTIES

Software Warranty. Balcony warrants, for Subscriber's benefit alone, that the Software will conform materially and substantially to the specific SOW deliverables during the Subscription Term ("Software Warranty"), as set forth in the applicable Quotes.

Professional Services Warranty. Balcony warrants that all services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Service Warranty"). Subscriber's sole and exclusive remedy for a breach of the service warranty shall be, at Balcony's option, either to re-perform such Professional Services. Such remedy shall only be available if Subscriber notifies Balcony in writing within thirty (30) calendar days of the completions of each individual deliverable as set forth in the applicable Statement of Work.

Warranty Exclusions. The foregoing warranties set forth herein do not apply to any failure of the Software or Services caused by (a) Subscriber's failure to follow Balcony's installation, operation, or Services instructions, procedures, or Documentation; (b) Subscriber's mishandling, misuse, negligence, or improper installation, de-installation, storage, servicing, or operation of the Software; (c) modifications or repairs not authorized by Balcony; (d) use of the Software in combination with equipment or software not supplied by Balcony or authorized in the Documentation; and/or (e) power failures or surges, fire, flood, accident, actions of third parties, or other events outside Balcony's reasonable control. Balcony cannot and does not warrant the performance or results that may be obtained by using the Software, nor does Balcony warrant that the Software is appropriate for Subscriber's purposes or error-free. If during the Software

Warranty Period, a nonconformity is reported to Balcony, Balcony, at its option, will use commercially reasonable efforts to repair or replace the non-conforming Software.

The Services, including, any reports or materials provided by Balcony as part of the Services, and Subscriber's use thereof, (i) shall not violate, infringe or misappropriate any patent, published patent application, copyright, trademark, service mark, trade secret or other intellectual property or industrial property rights of any third party (collectively, "Intellectual Property Rights") or the laws or regulations of any governmental or judicial authority; (ii) Balcony has the right to provide the Services specified under this Agreement; and (iii) nothing in this Agreement restricts Subscriber from the right to use for its own purposes, any ideas, methods, techniques, materials and information developed as a result of Balcony providing the Services without restriction, liability or obligation, except as may be expressly specified herein.

No Destructive Elements. Balcony represents and warrants that it will use commercially reasonable efforts to ensure that the software does not contain any known computer code, programs or programming devices intentionally designed to disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of its Service, or any other software, firmware, hardware, computer system or network (sometimes referred to as "Trojan horses," "viruses" or "worms"). Balcony will test the Products utilizing the most recent version and the most recent data file of a reputable, commercially available anti-virus-checking software program prior to delivery to Subscriber to ensure that it is free of such items.

Subscriber Data

A. *Data management* Balcony shall maintain appropriate administrative, physical and technical safeguards and restrictions reasonably designed to: (i) insure the security, confidentiality, and integrity of Subscriber Data in the Hosting Environment; (ii) protect against any anticipated threats or hazards to the security or integrity of Subscriber Data in the Hosting Environment; and (iii) protect against unauthorized access to or use of such Subscriber Data in the Hosting Environment that could result in substantial harm or inconvenience to Subscriber. Safeguards shall include, without limitation, regular monitoring, and reasonable measures to prevent access, use, modification, or disclosure of Subscriber Data by Balcony personnel, except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as expressly permitted in writing by Subscriber. Safeguards shall be materially consistent with the security requirements and safeguards generally utilized in the industry for protection of Subscriber Data, subject to Subscriber's obligations set out in this Agreement.

B. *Notification* Balcony shall notify Subscriber in writing, as soon as reasonably possible (but in no case later than ten (10) business days unless applicable privacy law or regulation require earlier or delayed notice, in which case Balcony shall abide by such law or regulation) of: (i) any data breach of Subscriber Data; (ii) any use or disclosure of Subscriber Data that is materially contrary to the authorizations or obligations in this Agreement; or (iii) any unauthorized access to or acquisition of such Subscriber Data that materially compromises the security, confidentiality, or integrity of such Subscriber Data of which it becomes aware and

which creates a substantial risk of identity theft or fraud against one or more of Subscriber's customers. Balcony shall be responsible for costs arising from breaches caused by its systems, personnel, or gross negligence. Subscriber shall be responsible for breaches caused by its own systems, personnel, willful misconduct, intentional acts, or misuse. In no event shall either party be liable for indirect, incidental, or consequential damages arising from a data breach, except as required by law.

C. *Subscriber Responsibilities.* Subscriber shall be solely responsible for all Subscriber Data in transit to and from the Hosting Environment, including, without limitation, the accuracy, quality, integrity and legality of such Subscriber Data, and Subscriber shall encrypt all Subscriber Data. Balcony shall not be liable for any damages arising from the failure of Subscriber to encrypt the Subscriber Data or for any lost or damaged Subscriber Data.

D. Subscriber Data License, Security, and Responsibility

1. Ownership and License

Subscriber owns and retains all rights, title, and interest in and to all Subscriber Data. Subscriber hereby grants Balcony and its Affiliates, subcontractors, and service providers a non-exclusive, worldwide, royalty-free, transferable (solely in connection with the provision of the Service), and sublicensable (solely to the extent necessary to perform the Service) license to host, store, copy, transmit, display, modify, format, and otherwise process Subscriber Data, and any non-Balcony applications utilized by Subscriber with the Subscriber Data, in perpetuity, as reasonably necessary to provide, maintain, secure, and improve the Service, perform analytics, and comply with applicable law.

Balcony may create and use aggregated or anonymized data derived from Subscriber Data, provided that such data does not identify Subscriber or any individual. Except for the limited licenses granted herein, Balcony acquires no right, title, or interest from Subscriber under this Agreement in or to any Subscriber Data or non-Balcony applications licensed or owned by Subscriber.

2. Subscriber Representations and Indemnity

Subscriber and its vendors represent and warrant that:

(a) Subscriber and its vendors have obtained all rights and consents necessary for Balcony to process Subscriber Data in accordance with this Agreement;

(b) the Subscriber Data, and Balcony's processing thereof, will not infringe, misappropriate, or violate the rights of any third party or any applicable law; and

(c) the Subscriber Data does not contain viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs. Balcony shall not be liable for any infringement of intellectual property rights or other claims arising from the County's or its vendors' failure to secure such rights.

Subscriber shall indemnify, defend, and hold harmless Balcony from any third-party claims arising from a breach of the foregoing representations and warranties.

3. Subscriber Security and Backup Obligations

Subscriber is solely responsible for establishing, monitoring, and implementing security practices to control access to and use of the Services and all Subscriber Data therein.

Subscriber shall maintain the security of all credentials, passwords (including administrative and user passwords), Equipment, systems, and premises, and shall be solely responsible for any unauthorized access, damage, or loss arising from failure to do so.

Subscriber acknowledges that Balcony does not provide backup or maintenance services for Subscriber Data, and Subscriber shall be solely responsible for the backup of all Subscriber Data. Subscriber shall also be responsible for obtaining and maintaining any Equipment or ancillary services necessary to access or use the Services, including modems, hardware, servers, software, operating systems, networking, and related technology.

4. Limitation of Liability

Balcony shall not be liable for any loss, damage, or unauthorized access resulting from Subscriber's failure to comply with its security or backup obligations, or from Subscriber's use of Equipment, credentials, or access methods.

9. SUBSCRIBER RESPONSIBILITIES AND RESTRICTIONS

Subscriber agrees to provide timely access to systems, personnel, and data necessary for Balcony's performance. The Subscriber shall also designate a primary point of contact for coordination of project activities

Subscriber is responsible for the activity occurring in and through the Subscription Services by the Subscriber and anyone on its behalf, where Subscriber controls access privileges. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the

Subscription Services and will notify Balcony as soon as reasonably possible, in case of any unauthorized use of any password or account or any other known or confirmed breach of security or privacy rights.

Subscriber Security Obligation. As between the parties, Subscriber will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Services and all Subscriber Data therein. Balcony will not be liable, and Subscriber will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Subscriber's credentials, equipment, systems or premises. Subscriber acknowledges that Balcony does not provide or undertake backup or maintenance services for Subscriber Data and Subscriber will be solely responsible for backup of all Subscriber Data.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, 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

Alerts. Balcony may utilize the metadata associated with Alerts on a deidentified basis to develop and improve Balcony Services.

Representation and Warranties. Subscriber and its vendors represent and warrant that: (i) Subscriber and its vendors have obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Subscriber Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Balcony's use of Subscriber Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Subscriber, its vendors, and any third party.

Subscriber specifically agrees to limit the use of the Software to those specifically granted in this Agreement for the Subscription Term as set forth herein and in the applicable SOW. Subscriber shall not (and shall not permit others to) do any of the following with respect to the Subscription Services: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, lend, distribute, time share, operate as a service bureau, or otherwise make any of the Subscription Services available for access by third parties; (ii) conduct any security scanning and/or penetration testing or use the Subscription Services in any way which is not in accordance with this Agreement, or in a way which adversely affects other subscribers and their use of the Subscription Services; (iii) make any commercial use of the Subscription Services or grant any third party any right to use the Subscription Services, whether or not for any consideration. Subscriber shall not access or use the Subscription Services for developing or operating products or services intended to be offered to third parties; (iv) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms or technology included in the Subscription Services; (v) copy, create derivative works based on, or otherwise modify the Subscription Services; (vi) remove or modify

a copyright, trademark, logo or other proprietary rights notice or brand labeling in the Subscription Services; (vii) externally publish or release any benchmarking or performance data, or comparative study or analysis, applicable to the Subscription Services; (viii) circumvent, disable or otherwise interfere with security-related or access-related features of the Subscription Services; (ix) represent that it possesses any proprietary interest in the Subscription Services; (x) directly or indirectly, take any action to contest Balcony's Intellectual Property Rights in the Subscription Services or infringe them in any way; and/or (xi) exceed the number of licensed users in the SOW; (xii) use any "open source" or "copyleft software" in a manner that would require Balcony to disclose the source code of the Software or other provided Services to any third party. Subscriber represents, covenants, and warrants that Subscriber will use the Subscription Services solely in compliance with this Agreement, the Documentation and all applicable laws and regulations.

Balcony reserves the right to terminate this Agreement for cause in case Subscriber materially breaches the provisions of this Section.

10. INTELLECTUAL PROPERTY RIGHTS & PROTECTION.

Balcony retains all rights, title and interest in and to the Software and Services. In all instances, Balcony retains all rights, title, and interest, including, but not limited to, all intellectual property rights such as copyright, patent, trademark, service mark, trade secret, and suis generis rights in and to the Software, and all copies thereof including all derivations, modifications and enhancements thereto. This Agreement does not provide Subscriber with title or ownership of the Software, but only a right of limited use as outlined herein. Subscriber (and shall ensure that the Users, as well as other employees and staff of Subscriber) shall make, and hereby irrevocably make, all necessary assignments or assignments reasonably requested by Balcony to ensure and/or provide Balcony with the ownership rights set forth in this paragraph. Nothing herein constitutes a waiver of Balcony's intellectual property rights under any law.

11. CONFIDENTIALITY

During the Term, each party may be provided with certain non-public technical, financial, proprietary, confidential or trade secret information or data of the other party, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitive (the "Confidential Information"). Confidential Information shall include sensitive information, including without limitation, any information identified as confidential, information about the Subscription Services, documentation, roadmap, information related to Balcony's business, products, internal practices and any proprietary or sensitive information of Balcony. All Confidential Information remains the property of the Disclosing Party. In addition, each Party will maintain in confidence and not disclose to any third party the existence or terms of the Agreement unless permitted in writing by the other Party or as otherwise required by Law. Confidential Information shall exclude any information that the receiving party can demonstrate (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) was in the rightful possession or known by the receiving party prior to disclosure by the disclosing party; (iii) receiving party rightfully obtained, without restrictions, from a third party who has the right to transfer or disclose it, without default or breach of this Agreement and/or any other confidentiality obligations; or (iv)

the receiving party has independently developed, without breach of this Agreement or any use of or reference to the disclosing party's Confidential Information.

The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its Affiliates and their directors, officers, employees, advisors or consultants (collectively, the "Representatives") on a strict "need to know" basis only, and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own Confidential Information, which shall in no event be less than a reasonable degree of care. The receiving party shall remain liable at all times for any breach of this Section by any of its Representatives.

Notwithstanding the foregoing, if any Confidential Information is required to be disclosed by law, order of a court or by an administrative body, to the extent legally permissible, the receiving party shall notify disclosing party promptly and in writing of such required disclosure and shall reasonably cooperate with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure and its efforts to seek a protective order or other appropriate relief.

The receiving party acknowledges and agrees that the disclosing party may suffer financial and other loss and damage if any Confidential Information is disclosed except as permitted by this Agreement, and that monetary damages alone may be an insufficient remedy for any such breach. The receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to prevent a breach of this Section and to compel specific performance with regard to this Section.

The parties' obligations with respect to Confidential Information shall expire five (5) years following termination or expiration of this Agreement unless a longer period of protection applies under applicable law.

12. INDEMNIFICATION

Balcony shall indemnify, defend and hold Subscriber and their directors, officers, shareholders, employees and agents harmless from and against all judgments, awards, settlements, liabilities, damages, liens and claims, and all related costs, expenses and other charges suffered or incurred as a result of or in connection with a claim, including reasonable attorneys' fees and disbursements, costs of investigation, litigation, settlement and judgment, and any taxes, interest, penalties and fines with respect to any of the foregoing (collectively, "Loss(es)") arising from any demands, claims or legal action by any third party based upon any claim that the Subscription Services infringe upon the intellectual property rights of such third party. Balcony's indemnity obligation under this Section shall not extend to claims based on or caused by: (i) an unauthorized modification of the Subscription Services made by Subscriber where the Subscription Services would not be infringing without such modification, or (ii) Subscriber's combination of the Subscription Services with a third-party product; or (iii) Subscriber's use of the Subscription Services other than in accordance with the terms of this Agreement, or (iv) an

actual or alleged breach, negligence or willful misconduct of Subscriber or any of their directors, offices, employees or agents.

If the Subscription Services become the subject of an indemnification claim, Balcony shall use reasonable efforts, at Balcony' option and sole expense to either: (i) procure for Subscriber the right to continue to use the Subscription Services as contemplated hereunder, or (ii) modify the Subscription Services to eliminate any claim which might result from its use hereunder, provided that the Subscription Services' performance must remain at least as good as provided in the Documentation, or (iii) replace the Subscription Services with equally suitable, compatible and functionally equivalent non-infringing subscription services, at no additional charge to Subscriber. If the remedies in sub-sections (i)-(iii) are not commercially practicable, as shall be determined by Balcony, Subscriber shall cease using the Subscription Services and shall be entitled to a pro-rated refund of any pre-paid Fees for the remaining, unused portion of the subscription period. The remedies in this Section are exclusive with respect to any claim of infringement raised in connection with the Subscription Services.

The indemnified Party will provide the indemnifying Party prompt notice of each such Claim received by the indemnified Party; provided, however, that no failure to so notify the indemnifying Party will relieve the indemnifying Party of its obligations under this Agreement, except to the extent that the indemnifying Party can demonstrate actual prejudice attributable to such failure. The indemnifying Party will have the right and authority to control and direct the investigation, defense, and settlement of such Claim, provided that (a) the indemnified Party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense, and (b) if a settlement imposes an obligation or restriction on the indemnified Party, or requires the indemnified Party to make an admission, the indemnifying Party will obtain the prior written approval of the indemnified Party before entering into any settlement of such Claim. The indemnifying Party will have no liability for settlements or agreements entered into without its prior written consent. The indemnified Party will provide such cooperation and assistance as may be reasonably requested by the indemnifying Party in connection with the investigation, defense, or settlement of the Claim at the indemnifying Party's expense.

13. AUDIT RIGHTS.

Balcony (or a third party designated by Balcony) shall have the right, upon reasonable notice to Subscriber, one (1) time per each twelve (12) month period and at Balcony' sole cost and expense during regular business hours to conduct an audit of Subscriber's use of the Service. Any such audit shall consist solely of a review of Subscriber's compliance with the terms and conditions of this Agreement. Subscriber shall provide all reasonable assistance to Balcony during such review. If an audit determines that Subscriber's use of the Service fails to comply with the terms of the Agreement, other than excess license use, Subscriber shall reimburse Balcony for the cost of such audit. In the event that Balcony determines that Subscriber is utilizing more Users then licensed hereunder, Balcony shall notify Subscriber in writing of any alleged discrepancy and Subscriber agrees to pay such amounts within thirty (30) calendar days from receipt of such notification. The amount due shall be calculated from the initial time of over deployment and shall be subject to interest at the lesser of one and a half (1.5 %) percent per month or the highest rate permitted by law.

14. INSURANCE

During the Term, Balcony shall maintain insurance coverage of such types and in such amounts as is consistent with relevant industry best practices, in any event, no less than Balcony is required by law to maintain, including and as applicable, workers' compensation, comprehensive liability, business interruption, product liability, errors and omissions, and cybersecurity insurance. Balcony shall provide evidence of such insurance upon the request of Subscriber.

15. TAXES.

Subscriber shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Balcony may be required to collect and remit taxes from Subscriber, unless Subscriber provides Balcony with a valid tax exemption certificate. Balcony will invoice Subscriber for all such taxes based on Software and/or Services provided hereunder. In no event will either party be responsible for any taxes levied against the other party's net income.

16. COMPLIANCE WITH LAWS; EXPORT LAWS

Balcony shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to: New Jersey Open Public Records Act (OPRA); All local public contracting and disclosure laws; and political contribution reporting requirements.

Subscriber acknowledges that the Balcony Software and/or Balcony Services are subject, amongst others, to United States Government export control laws. Subscriber shall comply with all applicable export control laws, obtain all applicable export licenses, and will not export or re-export any part of the Software and/or Services to any country in violation of such restrictions or any country that may be subject to an embargo by the United States Government or to End-Users owned by, or with affiliation to, such countries embargoed by the United States Government.

17. ANTI-BRIBERY POLICY

Reseller and its employees and agents has not and shall not, directly or indirectly, make any offer, payment, inducement, promise or gift, or otherwise authorize the giving of, anything of value for the purpose of influencing any act or decision (including a decision not to act) of an official of any government or inducing such a person to use their influence to affect any governmental act or decision in order to obtain, retain or direct any business, including the U.S. Foreign Corrupt Practices Act and all federal and state laws, or any Subscriber policies of which Balcony has been given notice regarding the offering of unlawful or improper inducements in connection with the Agreement. If at any time during the term of this Agreement, Subscriber determines that the foregoing representation, warranty and covenant is inaccurate, then, in addition to any other rights Subscriber may have under this Agreement, at law or in equity, Subscriber may terminate this Agreement for cause without affording Balcony an opportunity to cure.

18. GENERAL TERMS

18.1 Relationship of Parties Balcony is an independent contractor of Subscriber and is and will not be an agent of Subscriber for any purpose. Balcony has sole responsibility for the activities of Balcony and its personnel and may not bind or otherwise obligate Subscriber in any manner.

18.2 Use of Name Balcony, with the express prior written consent of Subscriber, is authorized to refer to Subscriber by name and trademark, and briefly to describe the Subscriber in its business development materials, including printed materials and Internet websites.

18.3 Third Party Beneficiaries

Except for the license grants, indemnification obligations and as otherwise specified in this Agreement, nothing in this Agreement or in any SOW, express or implied, is intended to confer any rights, benefits, remedies, obligations or liabilities on any person (including, without limitation, any employees of the Parties) other than the Parties or their respective successors or permitted assigns.

18.4 Assignment

Neither this Agreement nor any part hereof may be assigned (whether by operation of law or otherwise) by either Party without the other Party's prior written consent, which consent may not be unreasonably withheld, and any assignment without the other Party's prior written consent will be void. Notwithstanding the foregoing, this Agreement will be binding upon the Parties' respective successors and permitted assigns.

18.5 Notice

Notices under this agreement may be sent to the addresses set forth below by (i) personal delivery, (ii) certified mail, (iii) overnight courier, or (iv) email. Notices sent via personal delivery or overnight courier are deemed received upon delivery confirmation. Notices sent by certified mail are deemed received three business days after dispatch. Notices sent by email are deemed received on the next business day, provided the email includes a read receipt or written acknowledgment from the receiving party.

Notice addresses:

If to Balcony:

Name Michael Reichel

If to [Subscriber]:

Name: Cindi Holyoak

Title Treasurer
Company name: Balcony Technology Group, Inc.
Address: 221 River St 9th Floor
City, State zip code: Hoboken, NJ 07030
Email address: mike@balcony.technology

Title: County Recorder
Subscriber name: San Juan County, UT
Address: 117 South Main
City, State zip code: Monticello, UT 84535
Email address: cholyoak@sanjuancountyut.gov

With a copy to:

JMcdonnell@connellfoley.com

steve.verp@technologygeneralcounsel.com

18.6 Validity

Each party represents and warrants, on a present and ongoing basis, to the other party that: (a) it is validly existing entity and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (e) its commitments and the rights and privileges granted herein do not conflict with any other Agreement or legal obligation.

18.7 Waiver; Remedies Non-Exclusive

No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

18.8 Enforceability

If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect.

18.9 Force Majeure

Neither party shall be liable for any failure or delay in performing Services or any other obligation under this Agreement, nor for any damages suffered by the other or an End-user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, pandemic, endemic, epidemic, outbreak(s), governmental intervention, or other acts of God, or any other causes beyond such party's reasonable control ("Force Majeure Event"). The Party seeking relief under this Section "Force Majeure" ("Impacted Party") shall provide to the other Party hereto notice within fifteen (15) calendar days of a Force Majeure Event, stating a

good-faith estimate of the expected time and effect of such Force Majeure Event (“Impact”). The Impacted Party shall use commercially reasonable efforts to mitigate the impact of such Force Majeure Event. In the event such Impact continues for more than forty (45) days from receipt of such notice, then either Party hereto may terminate this Agreement, without penalty or liability, by providing no less than thirty (30) days prior written notice.

18.10 Original Agreement; Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. The Agreement may be delivered electronically or by facsimile transmission, and the Parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

18.11 Headings; Construction

The headings in this Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof. As used herein, the word “including” shall be deemed to be followed by “but not limited to”.

18.12 Arbitration; Costs and Attorney’s Fees

Both Parties agree that any controversies, claims, or disputes arising under, or regarding, this Agreement that are not resolved by the affected Parties informally after good faith attempts to do, shall be resolved by arbitration before one (1) arbitrator in Bergen County, New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The appointing agency shall be the AAA and the arbitrator shall apply New Jersey law to both interpret this Agreement and fashion an award. Any Party to this Agreement also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, injunctive, interim or provisional relief that is necessary to protect the rights or property of that Party, including specific performance, pending the appointment of the arbitrator. The decision or award of the arbitrator shall be final and binding upon all Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Any such arbitration proceeding and award shall be confidential. In connection with any arbitration or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover all costs thereof, including reasonable attorneys’ fees, court costs, and disbursements for services rendered in connection with such arbitration or litigation (including appellate proceedings and post-judgment proceedings).

18.13 Governing Law; Jurisdiction.

This Agreement will be governed by and construed under the laws of the State of New Jersey without regard for its conflict of laws rules. The Parties irrevocably submit to the exclusive jurisdiction of New Jersey State Courts Located in Hudson County, New Jersey or Federal Courts located in Newark, New Jersey, and the appellate courts thereof and the Arbitration provisions set forth in Section 18.12. Each Party waives any right to trial by jury in connection with this Agreement or any matter arising hereunder.

18.14 Entire Agreement

This Agreement (including any applicable SOWs related thereto) is the entire agreement between the Parties and supersedes all previous and contemporaneous communications, presentations, proposals, or agreements regarding the subject matter hereof. This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties. . The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act shall not apply to this Agreement or any transactions between the Parties.

18.15 Survival. All obligations with respect to confidentiality and the following Sections shall survive the expiration or termination of this Agreement for any reason: _Sections 8, 9, 10, 11, 12, 13, and 19.

19. LIMITATION OF LIABILITY

19.1 Cap on Liability. Except with respect to each Party's indemnification obligations under this Agreement, Subscriber's payment obligations for amounts due hereunder, or damages arising from a Party's gross negligence, willful misconduct, or fraud, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort (including negligence), or under any other theory of liability, exceed the total amount of fees actually paid by Subscriber to Balcony under the applicable SOW giving rise to the claim during the twelve (12) month period immediately preceding the event giving rise to the liability.

19.2 Exclusion of Consequential Damages. In no event shall either Party be liable to the other or to any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind (including lost profits, lost revenues, loss of data, loss of business opportunity, or business interruption), arising out of or related to this Agreement, however caused, even if such Party has been advised of the possibility of such damages.

19.3 Essential Purpose. The Parties acknowledge and agree that the limitations of liability set forth in this Section are an essential basis of the bargain between the Parties and that, absent such limitations, the terms of this Agreement would be substantially different.

IN WITNESS HEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

BALCONY TECHNOLOGY GROUP, INC.

SUBSCRIBER

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit "A"

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

For the purpose of this SLA, the following terms shall have the corresponding definitions:

"**Availability**" means the total percentage of time within a Calendar Month that the Service are available, excluding Scheduled Downtime and Emergency Maintenance, and shall be calculated as follows:

$$\text{Availability} = \text{Maximum Availability} - \text{Service Outage} / \text{Maximum Availability} \times 100$$

"**Calendar Month**" means each calendar month during the Service Term.

"**Emergency Maintenance Support**" means instances where it is not practical for Balcony to provide advance notice of a maintenance event, such as an unforeseen disruption of a critical service. Addressing these events may require that emergency maintenance be performed which may result in the disruption of the Hosting Services in order to conduct this emergency maintenance without prior notice.

"**Incident**" means a report issued to Balcony by Subscriber informing Balcony that the Service is experiencing a Service Disruption.

"**Maximum Availability**" means the total number of minutes in a Calendar Month less the Scheduled Downtime.

"**Scheduled Downtime**" means routine tests, maintenance, upgrades, or repairs performed by Balcony on the Hosting Environment; provided, Balcony will use reasonable commercial efforts to provide Subscriber fourteen (14) days prior notice of Schedule Downtime.

"**Service Disruption**" means each occasion of 10 or more consecutive minutes in which Subscriber is unable to access the Service.

"**Service Level**" means the Availability of the Service in a Calendar Month.

"**Service Level Exceptions**" means the exclusions from a Service Outage set out in Section 3, below.

"**Service Outage**" means the aggregate of Service Disruptions in a Calendar Month, excluding the Service Level Exceptions.

2. INCIDENT PRIORITIZATION

All Incidents that are reported to Balcony or that Balcony otherwise becomes aware of will initially be assigned a priority by Balcony as Critical-unable to connect to or use Balcony Software; High-an impaired ability to use the Software according to the standards of the Subscription Services; and Low-other issues that do not impact access to or use of the Subscription Services. Balcony will make every reasonable effort to resolve such incidents in the following time frames: Critical Incidents-within 24 hours;High-48 hours; Low-5 business days.

3. SERVICE CREDITS

Subject to the Service Level Exceptions, Balcony shall provide Subscriber with the following Service Level Credits, that are capped at 10% of the total fees paid during the term of this agreement, if in any Calendar Month the Service Availability is 99.5% or lower:

| AVAILABILITY | SERVICE LEVEL CREDIT |
|---------------------|-----------------------------|
| 99% - 99.49% | 1% |
| 95% - 98.90% | 2.5% |
| 90.1% - 94.9% | 4% |
| <90.0% | 6% |

4. SCHEDULED MAINTENANCE SUPPORT

Standard Support, including the implementation of Enhancements and routine maintenance for the Service shall be scheduled outside of standard business hours. The expected window for Support that, for whatever reason, has to be conducted during business hours is between 10:00 AM and 3:00 PM Eastern Time. Balcony shall notify Subscriber as provided herein if Scheduled Downtime is required.

5. NOTICE OF SERVICE OUTAGE; REMEDY

If Subscriber is unable to access the Service, Subscriber shall promptly notify Balcony. To receive a Service Level Credit, Subscriber must notify Balcony during the occurrence of the outage problem to provide Balcony an opportunity to resolve the outage. Upon the conclusion of each Calendar Month, Balcony shall determine the Service Level for such Calendar Month. If Subscriber is entitled to a Service Level Credit, Balcony shall, as Subscriber's sole and exclusive remedy for the Service Outage, include the Service Level Credit on the subsequent monthly invoice. If the Service Level Credit occurs in the last month of the Service Term, Balcony shall

provide Subscriber with a refund equal to the Service Level Credit within thirty (30) days following termination of the applicable Service Term.

6. SERVICE LEVEL EXCEPTIONS

Balcony shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

- Scheduled Downtime or Emergency Maintenance.
- non-production use of the Services.
- Force Majeure.
- any act or omission of Subscriber, including the failure to comply with the Agreement or SOW.
- an outage caused by Subscriber's hardware, software or other third-party equipment procured, licensed, or controlled by Subscriber, including network connections and telecommunication problems.

7. RESPONSE TO SERVICE LEVEL FAILURE

In the event of a Service Failure, Balcony shall promptly address such failure as provided herein:

- Promptly investigate and report on the causes of such problem based on the assigned severity level.
- Provide a root cause analysis of such failure as soon as practical after such failure or at Subscriber's request.
- Correct such Service Failure that is Balcony's fault or responsibility as provided herein.
- Advise Subscriber of the status of remedial efforts being undertaken with respect to such problem.
- Demonstrate that the causes of such problem (that is Balcony' fault or responsibility) has been, or shall be, corrected.
- Take corrective actions to prevent any recurrence of such problem (that is Balcony' fault or responsibility).