

(Exhibit A)

STATEMENT OF WORK  
San Juan County, UT  
Integrated DocAI Recording + Search

12/04/25

This Statement of Work ("SOW") is entered into as of \_\_\_\_\_, 20 (the "SOW Effective Date") under and pursuant to the Software as a Service Agreement dated \_\_\_\_\_ (the "Agreement") between Medici Land Governance ("MLG") and San Juan County, Utah ("Customer" or "County").

This SOW is incorporated into and made a part of the Agreement. Capitalized terms used but not defined in this SOW have the meanings given in the Agreement.

**Anticipated Start Date:** \_\_\_\_\_

## 1. SERVICES DESCRIPTION

DocAI is Medici's hosted, AI-enabled document processing and indexing platform. It ingests electronic and scanned documents, applies advanced OCR and machine-learning models to extract and normalize key data fields, and supports configurable business rules for recordability checks, indexing, fee calculation, redaction, and workflow routing. DocAI exposes this information through secure integrations and an internal search and viewing interface so authorized County staff can efficiently review, correct, approve, and research records.

### 1.1 Overview

Under this SOW, MLG will configure and operate DocAI as an **integrated component** of the County's recording, historical records, and court-record workflows, including integration with:

- The County's system of record for land (currently COINS) (the "System of Record" or "SOR"); and
- The County's **e-recording systems** (the "**e-Recorders**").

The Services will support, for eligible transactions and records:

- Processing of **new land recordings** received electronically and/or over the counter;
- Support for **historical records** that have been, or will be, processed by DocAI and/or loaded into the SOR, including making such historical records searchable and viewable through the Search Portal and integrated workflows described herein;
- **Recordability checks, indexing, fee calculation, and redactions** for new recordings;
- **Auto-rejection** of certain resubmitted documents where required corrections have not been made;
- Use of an internal Search Portal by authorized County personnel to search and view both new and historical records, to the extent such records have been processed or loaded; and

- Use of a public-facing Search Portal for citizens and other permitted users to research, view, download and/or purchase recorded property records (the "Public Search Portal"), as described in Section 1.6;

Unless otherwise agreed, any separate agreements or SOWs governing historical indexing projects remain in effect, and this SOW is intended to interoperate with and support those historical records once they are ingested into DocAI and/or the SOR.

## 1.2 Integrated New Recording Workflow (Property Records)

MLG will configure DocAI and related integrations so that new property record submissions flow through the following process:

1. **Intake from e-Recorders and Other Sources**
  - New land record instruments (and associated electronic data) received via the County's e-Recorders and/or other agreed intake systems will be transmitted to DocAI through a mutually agreed interface.
  - DocAI will ingest document images and available metadata and create a transaction record for each submission.
2. **Recordability Checks**
  - DocAI will apply **County-defined recordability rules** to each submission, which may include, without limitation:
    - Required fields, signatures, acknowledgments, and notary elements;
    - Required attachments and pages;
    - Formatting and page requirements;
    - Document-type-specific and jurisdiction-specific criteria.
  - DocAI will flag exceptions and present them to County staff for review and possible override within the integrated workflow.
3. **Auto-Rejection of Uncorrected Resubmissions**
  - The County will define, and MLG will configure, rules to identify **resubmitted documents** that were previously returned for correction and then resubmitted **without the required corrections having been made**.
  - Where DocAI detects that a resubmission still fails the same recordability rule(s) (for example, missing signature, missing required page, incorrect fees, or other County-defined conditions):
    - DocAI may **automatically reject** the resubmission in accordance with the County's rules; and
    - DocAI will record the rejection reason(s) and return that information to the e-Recorder or other intake channel so the submitter may be notified under the County's standard process.
  - The County may specify conditions where auto-rejection should **not** occur (e.g., specific document types or scenarios that always require human review).
  - The County retains ultimate authority to override, modify, or disable auto-rejection rules.
4. **Indexing**
  - DocAI will perform AI/OCR extraction and indexing for each eligible new recording, including without limitation:
    - Party and name information (e.g., grantor, grantee, other listed parties);
    - Legal descriptions;
    - Block/ Lot;
    - Addresses;
    - Date stamps;
    - Notary information (e.g., notary name, commission, expiry where present)
  - Index data will be returned to or synchronized with the SOR through a mutually agreed integration.
5. **Fee Calculation**

- DocAI will apply **County-provided fee schedules and rules** to calculate recording fees, surcharges, and other applicable charges for each new recording.
  - Calculated fees will be surfaced to the e-Recording and/or cashiering environment as mutually agreed (e.g., via API or message exchange).
  - MLG will not act as a payment processor and will not hold or transmit funds on behalf of the County.
- 6. Redactions**
- DocAI will apply **County-defined redaction rules** (for example, for social security numbers, account numbers, contact information, or other protected data elements) to documents as part of the processing pipeline.
  - Redacted versions and, where appropriate, unredacted originals will be handled and stored in accordance with County policy and the Agreement.
- 7. Posting to System of Record**
- After County staff confirm recordability, fees, indexing, redactions, and any auto-rejection outcomes, DocAI will transmit the finalized record and index data to the SOR \_\_\_\_\_ COINS \_\_\_\_\_ via the agreed integration.

### 1.3 Court Records Processing Integration

N/A

### 1.4 Historical Records Support

In addition to new recordings and court filings, the Services under this SOW will support **historical records** as follows:

- 1. Historical Records Availability**
  - Historical records that have been processed by DocAI under this or any other agreement, or that have been otherwise loaded into the SOR, may be made available in the Search Portal and integrated workflows, subject to County configuration and access controls.
- 2. Search and Research**
  - Authorized County personnel will be able to search, review and view historical records alongside new recordings, to the extent such records have been indexed and/or made available in the SOR and Search Portal.

### 1.5 Rules Configuration and County Recording Rules

- 1. Rule Definition by County or State Statute**
  - The County will provide MLG with all **business rules, criteria, fee schedules, redaction policies, auto-rejection criteria, and other parameters** necessary for DocAI to perform:
    - Recordability checks;
    - Auto-rejection of uncorrected resubmissions;
    - Indexing conventions;
    - Fee calculations;
    - Redactions; and
    - Any other automated decisioning or workflow steps.
- 2. Configuration by MLG**
  - MLG will configure DocAI to implement these rules and will document the implemented logic for County review.

- The County will review, test, and approve the configured rules (including auto-rejection behavior) before production use.
- 3. Ultimate Responsibility**
  - The County retains ultimate responsibility for the **content, correctness, and legal sufficiency** of all rules, policies, and configurations and for determining when automated outputs require human review or override.
  - MLG will not provide legal advice and is not responsible for determining the legal recordability or legal sufficiency of any instrument or filing.
- 4. Rule Changes**
  - The County may request updates to rules (for example, fee changes, new recordability criteria, statutory changes, redaction changes, or changes to auto-rejection logic), and MLG will implement such changes in a mutually agreed time frame.
  - Materially complex or large-scale rule changes may require a change order if they exceed the implementation effort contemplated by this SOW.

## 1.6 Search Portal (Internal and Public Use)

The Smart Search Portal is Medici's secure, web-based search and viewing application for County records. It allows authorized staff to search across both new and historical records using indexed fields (such as names, legal descriptions, dates, document types) as well as full-text search of OCR'd content, and then quickly open the underlying document image and key extracted data. The portal supports filters, result refinement, and role-based access so staff can efficiently research, verify, and respond to internal and public inquiries while maintaining appropriate control over sensitive information.

- 1. Internal Search Portal**
  - MLG will provide a secure, web-based **Search Portal** for internal use by authorized County personnel.
  - The Search Portal will, as configured and agreed by the parties, enable users to:
    - Search across records using indexed fields (e.g., names, legal descriptions, addresses, dates, document types, etc.);
    - Perform full-text search of AI/OCR content, where available;
    - View document images and associated extracted fields for internal research and inquiry.
  - To the extent historical records have been processed or loaded into the SOR and Search Portal, they may be searched and viewed alongside new recordings and court records, subject to County-defined access controls.
  - User account management and internal access control (e.g., which County users may access which record sets) will be the responsibility of the County, while technical operation and hosting of the Search Portal will be the responsibility of MLG, subject to the Agreement.
- 2. Public-Facing Search Portal**
  - MLG will provide a public-facing, web-based Search Portal (the "Public Search Portal") that enables members of the public to search recorded property records and, where permitted, view, download, and purchase copies, subject to County-approved redaction policies, access controls, and applicable law.

MLG provides the public advanced search tools to easily research, and download/purchase recorded property records.

**Platform Fee Charged to the Public.** In addition to the County's existing "per page" copy fees, a portal service fee charged to the public at the time of payment is calculated as follows:

- **Up to 10 pages purchased: \$2.00 flat fee**
- **Beyond 10 pages: 4.99% of “per page” rate** (calculated before taxes and payment processing fees)

Any pricing changes or feature launches must be communicated to and approved by the County in advance.

### 1.7 Property Wallet and Fraud Alerts (Optional Feature)

N/A

## 2. IMPLEMENTATION, INTEGRATION, AND ACCEPTANCE

### 2.1 Technical Integration

MLG will perform commercially reasonable implementation and integration work necessary to:

- Integrate DocAI with the County’s e-Recorder(s) and related intake systems;
- Integrate DocAI with the SOR for land, historical, and court records;
- Configure the internal Search Portal to surface records (including historical records, where applicable) processed or loaded under this SOW, as appropriate.

Specific technical interfaces, data formats, authentication methods, and security mechanisms will be documented in a **Technical Integration Specification** mutually agreed by the parties and attached to or referenced by this SOW.

### 2.2 Testing and Acceptance

#### 1. Pilot / Testing Phase

- The parties will conduct integration and user-acceptance testing, including test transactions for:
  - New land recordings;
  - Recordability logic and auto-rejection;
  - Fee calculations;
  - Redactions;
  - Data synchronization with the SOR; and
  - Search Portal behavior for new and, as applicable, historical records.

#### 2. Acceptance Criteria

- The integrated Services under this SOW will be deemed accepted upon the earlier of:
  - (a) The County’s use of the integrated DocAI workflows in production for new recordings or court records; or
  - (b) Ten (10) business days after MLG notifies the County that:
    - The agreed test cases have been successfully processed; and
    - The integration endpoints with the e-Recorders, SOR, and court systems (as applicable) are operational.
- Identified material issues will be addressed by MLG in a commercially reasonable manner, and acceptance will not be unreasonably withheld or delayed.

### 2.3 Implementation, Onboarding, and Training

MLG will provide implementation, onboarding, and training services to support the County's successful adoption of DocAI, the integrated workflows described in this SOW, and the Smart Search Portal (and, if enabled, Property Wallet). These services are intended to ensure that both technical integrations and day-to-day user workflows are well understood and aligned with County business rules.

### **Project Kickoff and Planning**

- Conduct a project kickoff meeting to review scope, roles, timelines, and communication protocols.
- Confirm technical points of contact, project managers, and key subject-matter experts from both MLG and the County.
- Review the County's high-level recording, historical records, and court processing workflows to finalize the implementation approach.

### **Configuration and Rule Validation Sessions**

- Work with designated County staff to walk through:
  - Recordability rules and auto-rejection criteria;
  - Fee schedules and fee-calculation logic;
  - Redaction rules;
  - Indexing conventions (including any special formatting or cross-indexing requirements); and
- Configure DocAI using these rules and conduct joint review sessions so County staff can validate that system behavior matches the County's expectations prior to production use.

### **User Onboarding and Training**

MLG will provide structured training for County personnel responsible for using DocAI, the integrated workflows, and the Smart Search Portal, which will include:

- **DocAI Workflow Training**
  - Navigating the DocAI interface (as applicable);
  - Reviewing and resolving recordability flags and exceptions;
  - Understanding and managing auto-rejection of uncorrected resubmissions;
  - Reviewing and correcting extracted index fields;
  - Verifying fee calculations;
  - Reviewing and confirming redactions; and
  - Approving transactions for posting to the SOR.
- **Smart Search Portal Training**
  - Searching across new and historical records using indexed fields and full-text search;
  - Filtering, sorting, and refining search results;
  - Opening and reviewing document images and extracted data; and
  - Understanding role-based access and internal use expectations.

### **Training Schedule**

- MLG will provide up to **one (1) training session per week, of approximately one (1) hour in duration, for a period of three (4) to six (8) weeks**, as mutually scheduled with the County.
- Training sessions may be conducted remotely (e.g., via web conference).
- The parties may mutually agree in writing to adjust the number, duration, or format of training sessions based on project needs, provided such adjustments do not materially increase the overall level of effort without a corresponding change order.

### **Documentation and Handover**

- Summarize key configuration decisions (e.g., rule sets, auto-rejection conditions, fee logic, and redaction policies) in a form that can be used by County staff for internal training and future reference.

## 2.4 Public Search Portal

MLG will configure and deploy the Public Search Portal described in Section 1.6, including payment processing, role-based administration for County-designated users, and reporting. Public access configuration (including what records are available, redaction rules, and any public-facing messaging) will be jointly reviewed and approved by the County prior to launch.

## 2.5 Revenue Sharing Model

Customer retains the exclusive right to sell access to its public records in accordance with its existing fee schedule. MLG may assist in enabling new forms of access, improved user experiences, or new distribution channels, provided that all such access is jointly approved by Customer.

Copies Sales from the Public Search Portal (Customer Fee Schedule)

Customer Portion: 80%

MLG Portion: 20%

Advanced Search Access / Platform Fees (MLG Portal Service Fee)

MLG Portion: 80%

Customer Portion: 20%

Nothing herein is intended to guarantee the revenue stated herein, and the revenue stated herein is not a commitment or a minimum revenue. This advanced search access sharing shall apply only to **new** revenue streams enabled by MLG's platform enhancements.

## 2.6 Revenue Share Terms

Each year shall be calculated as a calendar year. Any partial year will be prorated. MLG shall maintain all payment processing systems and shall be entitled to determine pricing for portal services, provided that the Customer shall be able to provide recommendations and input to MLG so that MLG may make informed decisions. Revenue calculations shall be made monthly and payments distributed quarterly. MLG shall provide detailed revenue reports monthly to Customer. MLG shall perform an annual reconciliation within 90 days of the end of the initial contract term and each renewal term. All revenue share calculations exclude taxes and fees. Any pricing changes or feature launches must be communicated to and approved by the Customer in advance. The revenue share structure may be revisited annually.

## 3. PRICING AND PAYMENT TERMS

### 3.1 Fees

For the Services provided under this SOW, the County shall pay the following fees:

#### 1. Per-Page Fee for New Recordings

- The County will pay **\$0.15 (fifteen cents) per page** for pages processed as part of **new recordings** through the integrated DocAI workflow described in this SOW.
- The County will pay **\$0.10 (ten cents) per page** for pages processed as part of historical recordings through the DocAI workflow described in this SOW.
- A "processed page" is any page of a recording that is successfully ingested into the DocAI pipeline and made available for recordability checks, indexing, fee calculation, redaction, and/or posting to the SOR, regardless of whether the document is ultimately accepted or rejected for recording.

#### 2. Annual Platform Fee

- The County will pay an annual platform fee of \$5,000 (five thousand dollars), which covers:
  - Ongoing access to and use of the integrated DocAI environment described herein;
  - Operation and hosting of the internal Search Portal and the Public Search Portal under this SOW;
  - Maintenance of integrations with the SOR, e-Recorders, and court systems as configured under this SOW; and
  - Routine configuration updates (excluding major change orders) necessary to keep the Services functioning in line with County-provided rules.
- 3. **Additional Services and Features**
  - Any additional services not expressly covered by the per-page fee and annual platform fee (for example, major new integrations, large-scale new historical processing projects, or activation of Property Wallet if subject to separate pricing) will be subject to mutually agreed fees set forth in a written amendment, change order, or pricing addendum.
- 4. **Optional Storage and Backup**

At the County's option, MLG can provide hosted storage and backup for images and associated data processed under this SOW ("Hosted Storage"). If the County elects to use Hosted Storage, the annual subscription will include all DocAI processing, storage, and backup costs for County data, subject to the following:

#### **Included Storage**

- Up to **800 GB** of Hosted Storage for images and associated data processed under this SOW is included in the yearly subscription at no additional charge beyond the base annual fee.

#### **Additional Storage**

- If the County's total Hosted Storage usage exceeds 800 GB, each additional **100 GB (or any portion thereof)** of storage will add **\$25.00** to the yearly subscription fee.

#### **Measurement of Storage**

- Storage usage will be measured based on the total volume of data stored by MLG for the County under this SOW (including production data and associated backups), as reasonably determined by MLG's system logs and reporting.

#### **County-Managed Storage (If Hosted Storage Not Used)**

- Hosted Storage is **optional**. If the County elects not to use Hosted Storage, the County will be responsible for arranging and managing its own storage and backup for images and data exported from DocAI in accordance with this SOW.

### **3.2 Invoicing and Payment**

- **Per-Page Fees:** Unless otherwise agreed in writing, MLG will invoice monthly in arrears for per-page fees based on the number of new-recording pages processed during the prior month, as measured by DocAI and integration logs.
- **Annual Platform Fee:** The annual platform fee of \$5,000 will be invoiced once per contract year, in advance of each year of service (with the first year invoiced on or shortly after the SOW Effective Date or Anticipated Start Date, as agreed). If the first year is shorter than twelve (12) months, the annual platform fee may be prorated by mutual agreement.
- Payment terms will follow those set forth in the Agreement.

#### 4. COUNTY RESPONSIBILITIES

In addition to any responsibilities described in the Agreement, the County shall:

1. Provide and maintain documentation of all **recordability rules, fee schedules, redaction policies, auto-rejection criteria, and other business rules** used by DocAI under this SOW.
2. Provide access to technical personnel and systems necessary for integration with e-Recorders, the SOR, and court systems.
3. Review and approve configuration and rule implementations (including auto-rejection logic) prior to production use.
4. Ensure that appropriate **human review and oversight** are in place, particularly for exceptions, overrides, redactions, and any outputs used in legally significant determinations.
5. Manage internal user accounts, roles, and access permissions for the integrated workflows, Search Portal, and, if enabled, Property Wallet administration.
6. If Property Wallet is enabled, handle property-owner communications and enrollment policies, and coordinate with MLG on any citizen-facing messaging that references the County.

#### 5. TERM

- The Services under this SOW will commence on or after the **Anticipated Start Date**, subject to completion of required integrations and configuration.
- The term of this SOW will be **co-terminous with the Agreement**, unless otherwise specified herein or terminated earlier in accordance with the Agreement.

#### 6. PROJECT CONTACTS

##### MLG Project Manager

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

##### County Project Manager

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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**SIGNATURE PAGE TO STATEMENT OF WORK**

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the SOW Effective Date.

**MEDICI LAND GOVERNANCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN JUAN COUNTY, UTAH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_