Current
One Regional Licensing and Permits

Proposed ePermitHub Plug-in
One Regional Licensing and Permits
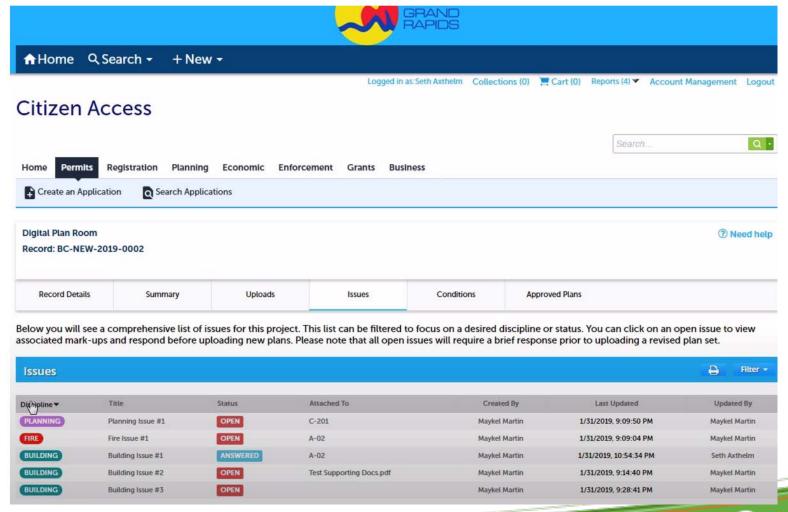
Issue Resolution in ACA

SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

This Software Subscription Service Agreement ("Agreement") is entered into on this day (the "Effective Date") between PermitRocket Software LLC ("Company" - dba "ePermitHub") with a legal notice address of 11767 S Dixie Hwy. #295, Miami, FL 33156, and City of Sparks, NV ("Customer") with a legal notice address of 431 Prater Way, Sparks NV 89431. This Agreement includes and incorporates the attached Software Subscription Terms and Conditions, as well as the below Exhibit A ("Order Form") Form and other Exhibits, and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date set forth below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

PermitRocket Software LLC   CITY OF SPARKS, NEVADA
(Vendor)   A Municipal Corporation

By: _____   By: _____
    Maykel Martin, President   Ed Lawson, Mayor

APPROVED AS TO FORM: ATTEST:

_____   _____
    City Attorney   City Clerk

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SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

1. SUBSCRIPTION SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit C ("Service Level Terms"). As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Subject to the limitations of Section 2, Customer may authorize access to the Subscribed Services by creating an unlimited number of unique usernames and passwords ("Logins"). Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Support Terms: Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit D ("Technical Support Terms").

1.3 The following are not covered by support terms of Exhibit D ("Technical Support Terms"), but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Company outside of Company's usual working hours; c) Services required due to external factors including, but not necessarily limited to, customizations, or modifications not developed or authorized by Company, Customer's use of software or hardware not authorized by Company; or d) Services required to resolve or work-around conditions which cannot be reproduced in Company's support environment.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR

section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants and warrants that Customer will use the Services only in compliance with Company's standard published policies, which are found at http://bit.ly/permitrocketsupportpolicy & http://bit.ly/permitrocketdataprivacy, then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, with the provision of notice to Company with a description of the violation.

2.4 Where applicable, the Subscribed Services will be hosted by Company at a physically secure commercial third-party hosting facility. Company will perform system administration duties as required to maintain the service levels described in Exhibit C ("Service Level Terms") and to facilitate the timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Company will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

2.5 With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, 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 and Customer releases Company from any liability for claims relating to its obligations under the Section.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial

information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in the performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without the use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified forms in connection with its business] No rights or licenses are granted except as expressly set forth herein.

4.   PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in Exhibit A ("Order Form") for the Software Subscription Services and Professional Services in accordance with the terms therein (the "Fees"). The minimum annual Software Subscription Fee is $20,000. The initial Software Subscription Service Fee is invoiced on Agreement effective date. Subsequent annual Software Subscriptions are due on the anniversary of the Go-Live date. Professional Service Fees are invoiced according to the Payment Terms found in Exhibit E ("Statement of Work"). If Customer's use of the Services exceeds the Project Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such

usage and Customer agrees to pay the additional fees in the manner provided in Exhibit B ("Pricing Guide") hereto. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Any price increase will be capped at 4% for the renewed Services and will be effective at the start of the renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company according to the Payment Terms in the Order Form. If Customer is exempt from certain taxes, Customer will provide Company with an appropriate certificate of exemption. Otherwise, Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

4.3 Customer is responsible for keeping Company accurately informed of Customer's billing and contact information and all requirements, including but limited to purchase order reference. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.   TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Subscription Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Service Term (collectively, the "Term") unless either party requests termination at least sixty (60) days prior to the end of the then-current term.

5.2 Professional Services Terms at Exhibit E ("Statement of Work") will commence on the date listed in the first Order Form or Statement of Work and continue for the period designated in such Order Form or Statement of Work. The term of the Professional Services Terms will be automatically extended to the last date specified in all Statement of Works and Professional Services Orders issued by Company.

5.3 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or immediately in the case of violation of Section 2 or for nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure the breach during the notice period. Customer will pay in full for the Subscribed Services up to and including the last day on which the Services are provided. Upon any termination, and assuming Company is hosting database portion of the software, Company will make all Customer Data available to Customer for electronic retrieval via a database export for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete

stored Customer Data. All sections of this Agreement, which by their nature, remain applicable after termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.   WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with generally recognized commercial practices and standards for similar services to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services with personnel who have the necessary general skills, knowledge, and experience with generally recognized practices and standards. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.   HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.   INDEMNITY

7.1   Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer direction or specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services resulting in the claim, is not in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to

continue using the Services, or (c) if neither of the foregoings is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer payment of an amount equal to any prepaid, unused fees for the Services.`

7.2   Customer will defend, indemnify and hold harmless Company, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's access or use of the Service (other than any claim for which Company is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Company providing Customer with prompt written notice of such claim; (b) Company providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

8.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS;   (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   ADDITIONAL CUSTOMER TERMS

Any terms and conditions required by Customer under the applicable statute, judicial order or agency policy will be as stated in this Section 9 (the "Additional Customer Terms"). Alternatively, the Parties may set forth Additional Customer Terms at Exhibit F ("Additional Customer Terms") to this Agreement as warranted under the circumstances. Notwithstanding anything to the contrary in Section 10, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms. In the absence of any inclusion of Additional Customer Terms in this

Section 9 or at Exhibit F, the parties agree that no additional contractual obligations are intended in respect of the Services provided hereunder.

10. GENERAL

(i) The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement. In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. (ii) Each party specifies its address set forth above for receipt of notices under this Agreement. Notice is effective: (i) when delivered personally; (ii) three business days after sent by certified mail; (iii) on the business day after sent by a nationally recognized courier service; or (iv) on the business day after sent by email to legal@epermithub.com, provided that electronic confirmation is sent by recipient and received by the sender. A party may change its notice address by giving notice in accordance with this section. (iii) This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument. (iv) If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. (v) This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may assign this Agreement to an affiliate or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all its assets. Any such successor entity shall agree in writing to be bound by the terms of this Agreement. (vi) This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. (vii) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. (viii) This Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of law's provisions.

EXHIBIT A: EPERMITHUB INITIAL TERM ORDER FORM ("ORDER FORM")

Customer:	Sparks, NV		Date:	TBD	PO#:	TBD
Software Service:	ePermitHub Digital Plan Room Subscription Software Service			# of Service Terms:		
Total Software Service Term Fee:	$25,895.82	per 12-month term, payable in advance, subject to the Project Capacity, and the terms of Section 4 and Exhibit B of the Software Subscription Service Agreement attached hereto.				
Plan Review Project Volume:	Basic: 637	Per Project Price:	Basic: $18.62	Fees by Project Type:	Basic: $11,857.87	
	Iterative: 291		Iterative: $48.24		Iterative: $14,037.94	
Project Capacity:	Software Service capped at above listed Plan Review Project Volume during the Service Term, subject to the terms of Section 4 and Exhibit B of the Software Subscription Service Agreement attached hereto.					
Professional Services Fee (one-time):	$59,620.00	Professional Services:	Company will provide Customer Professional Services as described in a Statement of Work attached hereto as Exhibit E, and Customer shall pay Company Professional Fee subject to Payment Terms in Exhibit E.			
Payment Method:	Check	Billing Method:	Email	Payment Terms:	Net 30	
Billing Information:			Delivery Information:			
Address:	City of Sparks Building Division		Address:	City of Sparks Building Division		
	431 Prater Way			431 Prater Way		
	Sparks NV 89431			Sparks NV 89431		
Contact:	Teresa Parkhust		Contact:	Teresa Parkhust		
Phone:	775-353-1521		Phone:	775-353-1521		
Email:	tparkhurst@cityofsparks.us		Email:	tparkhurst@cityofsparks.us		

Additional Order Form Terms:

- This Order Form is governed by the attached applicable Software Subscription Service Agreement.
- Payment obligations hereunder are non-cancelable and any sums, when paid, shall be non-refundable, except as provided in the Subscription Service Agreement.
- If Customer requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- If this Order Form is executed and/or returned to Company by Customer after the Order Date above, Company may adjust the Order Start Date and Order End Date without increasing the total price based on the date Company activates the products and provided that the total term length does not change.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

[CUSTOMER]		[PERMITROCKET SOFTWARE LLC]	
By:		By:	
Name:		Name:	
Title:		Title:	

EXHIBIT B: EPERMITHUB DIGITAL PLAN ROOM PRICING GUIDE ("PRICING GUIDE")

ePermitHub Digital Plan Room Pricing Guide

Last Updated: February 10th, 2020

1. Introduction

The following guide explains how the ePermitHub Digital Plan Room Software Service is priced. Related Professional Services are priced separately, and detailed in Statement of Work documents as necessary.

To ensure our pricing model is supportive of creating mutually beneficial relationships with our Customers, we developed the following *Pricing Credo* to guide us in structuring our pricing:

- **Principle #1:** We believe the way we price should directly align with why our customers use our solutions and receive value from those solutions.
- **Principle #2:** We believe our pricing model should scale up or down based on how our Customers use our solutions.
- **Principle #3:** We believe how we price should be transparent and supportive of how our Customers plan their annual budgets.
- **Principle #4:** We believe we have a financial responsibility to all our Stakeholders (e.g., Customers, Employees, Investors, etc.) to ensure our continued and sustainable success as a Company.

The ePermitHub Digital Plan Room Software Service pricing model is based on usage. The remaining sections of this guide explain how our usage-based pricing model works.

2. Definitions

a. **ePermitHub Digital Plan Room Software Service ("Service"):** Software service designed and offered by PermitRocket Software (dba, ePermitHub) to help government permitting agencies, who are our Customers, more efficiently process a greater volume of permit plan reviews submitted by agency customers with improved accuracy and higher customer and agency staff satisfaction.

b. **Customer:** Customer spelled with a capital 'C' distinguishes our Customers (aka, government permitting agencies) from our Customers' customers (i.e., Architects, Engineers, Contractors, Developers, Owners, general public, etc.).

c. **Software Service Term ("Term"):** Service is licensed on a 12-month subscription basis and is priced based on the estimated annual Plan Review Project volume during a given Term multiplied by the per Project price. Both 24-month and 36-month Enterprise Software Service Terms are available. Pricing guidelines for Enterprise Software Service Terms are different than the guidelines for the standard Software Service Term included herein.

d. **Value Metric:** The pricing metric that best correlates with how Customers perceive value from a given product or service. A vendor's value metric determines both how they charge and limit the usage of the product or service. ePermitHub's value metric is the Plan Review Project.

e. **Plan Review Project ("Project"):** A Project is any permit application requiring a plan review. Consistent with Principle #1 of our Pricing Credo, the Project is the value metric we use to determine both the Term Fee and limit Service Usage during the Term. There are two Project types: Basic and Iterative. This Pricing Guide applies the same to both Project types. See below definitions for "Plan Review Project - Basic" and "Plan Review Project - Iterative" types for additional detail.

f. **Plan Review Project - Basic:** Basic Projects, such as Fences, Sheds, Decks, Accessory Structures, etc., require less plan review work and are priced less than Iterative Projects. Basic

Projects are any Project with five [5] or fewer sheets that go through two [2] or fewer Review Cycles.

g. **Plan Review Project - Iterative:** Iterative Projects, such as Site Plan/Land Use, Commercial, Residential, Mixed-Use, Fire, etc., require advanced document control, sheet-level versioning, collaborative issue resolution communication with your end-customer, Digital Signature validation in some states, etc. Iterative Projects are priced higher than Basic Projects.

h. **Per Project Price:** The unit cost of a Project processed through the Service.

i. **Project Capacity ("Capacity"):** The total Project count the Customer may process through the Service within a given Term without incurring additional charges. The Project Capacity represents the upper limit on the estimated number of Projects to be processed through the Service during the Term.

j. **Project Usage ("Usage"):** The actual number of Projects processed through the Service at any point during a Term.

k. **Project Credit ("Credit"):** A downward dollar adjustment applied to Customer's subsequent Term Fee based on Usage in prior Term being less than prior Term's Project Capacity. Subject to Credit Cap restrictions. See Section 5 below for details.

l. **Project Debit ("Debit"):** An upward dollar adjustment applied to a subsequent Term's Fee based on Customer's Usage during prior Term being greater than prior Term's Project Capacity. Subject to Debit Cap restrictions. See Section 6 below for details.

m. **Project Credit Cap ("Credit Cap"):** A 20% cap on the number of accrued Credits within a given Term.

n. **Project Debit Cap ("Debit Cap"):** A 20% cap on the number of accrued Debits within a given Term where payment for those Debits is rolled over to the subsequent Term.

o. **Debit Overage Blocks:** Project Debits in blocks of 20% of the then-current Term's Project Capacity invoiced when Customer exceeds 20% Debit Cap on current Term's Project Capacity within the first nine (9) months of that Term.

p. **Volume Discount:** Based on the Project Capacity within a given Service Term, volume discounts may apply.

3. How the Pricing Works

a. The ePermitHub Digital Plan Room software service ("**Service**") is licensed on a subscription basis with a 12-month Service Term ("**Term**").

b. The Plan Review Project ("**Project**") is the value metric used to determine the price of the Customer's Term. In other words, our Customers pay based on the number of Projects they process through the Service during a given Term (aka, **"Usage"**). Therefore, there are *no restrictions* on the number of:
   i. Submittal cycles per Project, or documents per submittal.
   ii. Users leveraging the Service, which means 3rd party reviewing agencies (i.e., other counties/cities, public/private utilities, state agencies, regional planning authorities, etc.) can use the Service with no additional licensing required. There is also no restriction or additional payment required for public users (i.e., Architects, Engineers, Contractors, Developers, the general Public, etc.) submitting Projects for approval.
   iii. Project *types* (e.g., site plans, building plans, ROW plans, utility plans, etc.) configured in the Service.

c. Each Term includes a Project Capacity ("**Capacity**") representing the total Project count the Customer may process through the Service within that Term without incurring additional charges.

d. A given Term's Fee is calculated by multiplying the Term's Project Capacity by the **per Project price**. Volume discounts may apply.

e. Based on prior Term's final Usage relative to the Term's Project Capacity, Customers receive Project Credits (**"Credits"**) or Project Debits (**"Debits"**) applied to the subsequent Term. Credits have a Project Credit Cap (**"Credit Cap"**) restricting the number of accrued Credits within a Term. Debits have a Project Debit Cap (**"Debit Cap"**) restricting the number of accrued Debits within a Term where payment for those Debits is rolled over into the subsequent Term. The final count of Credits and Debits accrued during a given Term is calculated on the day following the end of that Term.

    i. For additional detail on how Credits work, including Credit Cap restrictions, see Section 5 below.

    ii. For additional detail on how Debits work, including Debit Cap restrictions, see Section 6 below.

    iii. For additional detail on budgeting for a subsequent Term before knowing the final Credit or Debit count on the prior Term, please see Section 7 below.

f. Quarterly Usage reports are provided for Customers during each Term detailing the Term's Usage.

To assist Customers in understanding in detail how both initial and subsequent Term fees are calculated, and how to budget for subsequent Terms before knowing the prior Term's final Credit or Debit count, the following questions are answered herein:

1. How is the initial Term fee calculated?
2. How is a subsequent Term's fee calculated if there are Credits?
3. How is a subsequent Term's fee calculated if there are Debits?
4. How do you budget for a subsequent Term before knowing the final Credit or Debit count from the prior Term?

4. Calculating the Initial Service Term Fee

a. Customer's initial Term fee is calculated by multiplying the total Project count from the previous calendar year (or trailing twelve months) as reported by the Customer by the per Project price. See the following example calculation:

Figure 1: Calculating Initial Service Term Fee	
Last Calendar Year Total # of Projects as Reported by Customer	100
(x) Per Project Price	$40
Initial Term Fee	**$4,000**

b. The total Project count from the latest calendar year (or trailing twelve-months) as reported by the Customer sets the Project Capacity for the Initial Term.

c. Customer's Project Capacity agreed upon for the Initial Term may be less than the actual previous calendar year (or trailing twelve months) Project count as reported by the Customer. However, if the Customer goes over their Project Capacity within a given Term, Customer may be required to purchase additional Project Capacity within that Term subject to Debit Cap restrictions detailed in Section 6 below.

d. Volume discounts may apply within the Term.

5. Calculating a Subsequent Service Term's Fee with Project Credits

a. To provide price protection for our Customers in the event a significant percentage less than the total Project count estimated for a given Term is processed through the Service by the conclusion of that Term, Credits are calculated against the prior Term and applied to the subsequent Term fee.

b. Credits are calculated on a per Project basis. There is a Credit Cap of 120% of a given Term's Project Capacity on the potential number of Credits accrued within that Term.

c. Figures 2 and 3 below show how Credit counts and dollar values are determined. In both examples, the prior Term's Project Capacity assumed is 100 Projects. Therefore, the maximum Project Credits available during the Term is 20 Projects (100 Projects x 20% Credit Cap). The first example shows a Customer that processed 90% of the prior Term's Project Capacity of 100 Projects by the conclusion of the prior Term, which results in 10 Credits worth $400. The second example shows a Customer that processed 70% of the prior Term's Project Capacity of 100 Projects by the conclusion of the prior Term, which results in 20 Credits, not 30 Credits, worth $800.

Figure 2: Calculating Project Credit Count & Value (Scenario A - Within 20% Project Credit Cap)	
Prior Term's Project Capacity	100
Prior Term's Project Usage	90
Credit Count Accrued in Prior Term	**10**
Credit Count Accrued in Prior Term	10
(x) Per Project Price	$40
Credit Amount Applied to Subsequent Term's Fee	**$400**

Figure 3: Calculating Project Credit Count & Value (Scenario B - Greater than 20% Project Credit Cap)	
Prior Term's Project Capacity	100
Prior Term's Project Usage	70
Prior Term's Unprocessed Project Capacity	*30*
Prior Term's Unprocessed Project Capacity	30
(-) # of Unprocessed Projects Outside 20% Credit Cap	10
Credit Count Accrued in Prior Term	**20**
Credit Count Accrued in Prior Term	20
(x) Per Project Price	$40
Credit Amount Applied to Subsequent Term's Fee	**$800**

d. Outstanding Credits are applied to the subsequent Term's fee. Figures 4 and 5 below show how the subsequent Term's fee is calculated assuming the Credit values respectively from Figures 2 and 3 above. In both below examples, the subsequent Term's Project Capacity is assumed to have increased to 125 Projects from 100 Projects in the prior Term.

Figure 4: Calculating Subsequent Service Term Fee with Accrued Credits - Scenario A	
Subsequent Term Project Capacity Anticipated	125
(x) per Project Price	$40
Subsequent Term Subtotal	*$5,000*
Subsequent Term Subtotal	$5,000
(-) Prior Term Credit Amount (see Figure 2)	$400
Subsequent Term Total Including Prior Term's Credit	**$4,600**
Figure 5: Calculating Subsequent Service Term Fee with Accrued Credits - Scenario B	
Subsequent Term Project Capacity Anticipated	125
(x) per Project Price	$40
Subsequent Term Subtotal	*$5,000*
Subsequent Term Subtotal	$5,000
(-) Prior Term Credit Amount (see Figure 3)	$800
Subsequent Term Total Including Prior Term's Credit	**$4,200**

e. If the Customer does not renew their Term, the Customer may process Projects through the Service up to the amount of the outstanding Credit count. Outstanding Credits automatically expire sixty (60) following the end of the Term at which time the Service is canceled. Credits are non-refundable.

f. Volume discounts may apply within the Term.

6. Calculating a Subsequent Service Term's Fee with Project Debits

a. Debits are calculated on a per Project basis. Within a current Term, if the Customer exceeds the Project Capacity, the Customer accrues Project debits where each Project processed over the Term's Project Capacity equals one Project debit. For example, if the Project Capacity for that Term is 100 Projects, but 110 Projects are ultimately processed during that Term, then the Customer accrues 10 Project debits. See the following example calculation:

Figure 6: Calculating Project Debit Count & Amount	
Prior Term's Project Usage	110
(-) Prior Term's Project Capacity	100
Debit Count Accrued in Prior Term	**10**
Debit Count Accrued in Prior Term	10
(x) Per Project Price	$40
Debit Amount Applied to Subsequent Term's Fee	**$400**

b. There is a Debit Cap of 120% of a given Term's Project Capacity on the potential number of Debits accrued within that Term where payment for those Debits is rolled over into the subsequent Term based on the following schedule:
   i. Debits accrued at *any point during the current Term* up to 120% of that Term's Project Capacity are paid with the subsequent Term's invoice.
   ii. Debits accrued over 120% of the current Term's Project Capacity *within the last three (3) months of that Term* are also paid with the subsequent Term's invoice.
   iii. Debits accrued over 120% of the current Term's Project Capacity *within the first nine (9) months of that Term* are invoiced Debit Overage Blocks as incurred within the current Term. Each Debit Overage Block represents 20% of that Term's Project Capacity. At the end of that Term, if there is unused Project Capacity from a Debit Overage Block, that Project Capacity rolls over as Credits in the subsequent Term.
c. See below example using the Debits example from Figure 6 above.

Figure 7: Calculating Subsequent Service Term Fee with Accrued Debits	
Subsequent Term Project Capacity Anticipated	125
(x) Per Project Price	$40
Subsequent Term Subtotal	*$5,000*
Subsequent Term Subtotal	$5,000
(+) Prior Term Debit Amount (see Figure 6)	$400
Subsequent Term Total Including Prior Term's Debit	**$5,400**

d. If the Customer does not renew their Term, then the Customer is only invoiced for the amount of the outstanding Project debits accrued during the prior Term.

7. Credits, Debits, and Budgeting for Subsequent Service Terms

e. The usage-based pricing model has the benefit of aligning directly with both how our Customers receive value from the Service and how our Customers charge their customers. However, per Section 3.e above, the final count of Credits and Debits accrued during a given Term is calculated on the day following the end of that Term, which is the first day of the subsequent Term.

Therefore, the final Credit or Debit amount applied to the subsequent Term's fee is not known until the subsequent Term starts and well after Customers budget for their subsequent Term. This budgeting problem is primarily an issue during the initial Term given there is no historical *Service Usage* data available during the Initial Term. When budgeting for any subsequent Term following any prior Term *other* than the initial Term, Customers will have historical Usage data available to accurately estimate the subsequent Term's Project Capacity requirements.

f. With respect to Credits, the budgeting challenge detailed in Section 7.a above is less of an issue because accrued Credits only result in Customers coming in under budget by no more than 20% given the Credit Cap detailed in Section 5.b above.

g. With respect to Debits, the budgeting challenge detailed in Section 7.a above is more acute because certain accrued Debits are paid with the subsequent Term's invoice. Therefore, Customers need a way to budget for potentially accrued Debits before knowing the final accrued Debit count of a given Term.

h. However, per Sections 6.b and 6.c above, any Debits accrued 120% or less of the prior Term's Project Capacity at any point during the prior Term, or any Debits accrued over 120% of the prior Term's Project Capacity during the final three (3) months of the prior Term, are paid with the subsequent Term's invoice. Per Section 6.d above, any Debits accrued greater than 120% of the prior Term's Project Capacity within the first nine (9) months are invoiced and paid within that Term.

i. Therefore, if Customers budget for the subsequent Term immediately following the initial Term based on projected Usage in the subsequent Term, and include a contingency of up to 20% of the prior Term's Project Capacity, it is highly likely the subsequent Term's final fee will be that amount or less.

j. See below example showing how to calculate and budget for potential accrued Debits using the 20% contingency on the Initial Term's Project Capacity as a guideline. This example uses both the initial Term Project Capacity of 100 Projects from Figure 1 above and the subsequent Term Project Capacity anticipated of 125 Projects from Figure 3 above.

Figure 8: Budgeting for Subsequent Service Term Following Initial Term	
Initial Term's Project Capacity (see Figure 1)	100
20% Initial Term Project Capacity Contingency	20
Subsequent Service Term Project Capacity Anticipated (see Figure 4)	125
(+) 20% Initial Term Project Capacity Contingency	20
Subsequent Service Term Budgeted Project Capacity	**145**
Subsequent Service Term Budgeted Project Capacity	145
(x) Per Project Price	$40
Subsequent Service Term Budget Total	**$5,800**

k. In the examples above shown in Figures 4, 5, 7 and 8, it is assumed the subsequent Term's Project Capacity increased to 125 Projects from 100 Projects in the prior Term. There are two reasons Project Capacity might increase Term-over-Term. First, the Customer projects an increase in the rate of development activity within the Customer's market during a subsequent Term, which results in more permit applications requiring plan reviews in the subsequent Term as compared to the prior Term. Second, the Customer decides to expand their use of the Service

into additional departments from one Term to the next. For example, during the Initial Term, only the Building department used the Service, but in the subsequent Term, the Planning department also starts using the Service.

l. Per Section 3.f above, to assist with budgeting for subsequent Terms, Customers are provided quarterly Usage reports during each Term detailing the Term's Usage.

EXHIBIT C: SOFTWARE SUBSCRIPTION UPTIME SERVICE LEVEL TERMS ("SERVICE LEVEL TERMS")

The Company will (a) make the Software Subscription Services ("Service(s)") available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable Company standard support for the Services to Customer at no additional charge in accordance with the terms set forth in Exhibit D ("Technical Support Terms", and/or upgrade support, (c) use commercially reasonable efforts to guarantee 99.9% availability of the Services 24 hours a day, 7 days a week as described below, except for: (i) planned downtime on the last Thursday of each month from 10:00 PM EST to 2:00 AM EST, and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Company's employees), Internet service provider failure or delay, Non-Company maintained systems or networks (including outages from Customer's systems or networks and third party connections or utilities), or denial of service attack.

NOTE: For Customers employing hybrid on-premise/cloud services deployment models where certain components of the Company's Services are installed on Customer's systems and networks, this Agreement only applies to those Service components hosted in Company's Cloud service.

1. **AVAILABILITY**

   a. Outside of Scheduled Maintenance, the Company guarantees 99.9% or greater uptime.

   b. Availability will be calculated per month, as follows:

      i. **(**Service Time **–** Non-excluded Downtime – Excluded Downtime) / (Service Time – Excluded Downtime) * 100

   c. "Service Time" is the total minutes for a given calendar month

   d. "Excluded Downtime" is all unavailability caused by:

      i. Scheduled or mutually agreed upon downtime;
      ii. Downtime on non-production systems;
      iii. Failure of Customer's Internet access or Customer-managed connectivity components;
      iv. Failure of third-party connections or utilities or;
      v. Failure of equipment or software managed by the Customer

   e. "Non-excluded Downtime" is all downtime that is not Excluded Downtime

2. **BACKUP AND RECOVERY**

   a. As a part of the Cloud Services where Customer is storing Customer data in Company's Cloud and not on Customer hardware in the hybrid on-premise/cloud service deployment model, Company is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Cloud Services may be interrupted.
   b. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a 24-hour Recovery Time Objective (RTO) at any point in time.
   c. Backup strategy shall ensure that Customer will never have any more than a 16-hour Recovery Point Objective (RPO) for data loss in the event of a required recovery or failover to the disaster recovery installation.
   d. Additionally, Company shall store a backup of Customer Data in a remote facility (physically separate from the production facility) no less than daily, maintaining the security of Customer Data.

3. **OTHER SERVICE LEVEL DEFINITIONS**

   a. "Resolution" means the outage was completely repaired and that no further actions are necessary.

b. "Workaround" means a temporary repair established to allow the Customer to continue the use of the Cloud Services until a permanent Resolution can be implemented.

4. **SERVICE LEVEL REPORTS**

   a. At the Customer's request, Company will provide a Service Level Report for a given month, which will include performance and availability statistics.

5. **SERVICE LEVELS REVIEWS**

   a. Company and Customer will meet as often as shall be reasonably requested by the Customer, but no more than monthly, to review the performance of the Company as it relates to the Service Levels further described below.

6. **SERVICE LEVEL DELIVERY**

   a. Company will monitor all aspects of Cloud Services availability and will notify the Customer of any outage within 1 hour of discovery via telephone and email for any Priority 1 outage, and by email for any Priority 2 or below outage.
   b. Customer shall submit requests with the priority level specified to Company's support site; however, Company reserves the right to reasonably increase or decrease the priority level in its sole discretion.

7. **REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES**

   a. The Customer shall be entitled to invoke the following remedies for the Company's failure to meet the Workaround times or Resolution times stated below. Such amounts shall be in the form of Project credits, as defined in Exhibit B (Pricing Guide), applied to the subsequent term. The requirements set forth in the following chart apply to Cloud Services in the Production environment, and not to Test or Development environments.

Priority One: Critical	Priority One applies if the outage results in: • Cloud Service down with no workaround for more than 60 minutes and multiple users are impacted, OR • Loss of data or data corruption, OR • Jeopardized safety or security
Service Level	• Immediate email escalation to Technical Support, followed by warm handoff • Resolution Time: 16 Hours • Workaround Time: 2 Hours • Target Updates: Every 2 Hours until Resolution

Service Level Credit	• For each instance where the Company fails to address a Priority One problem within the Resolution and Workaround times specified above, Company will provide Customer at no cost the number of Project Credits, as defined in Exhibit B ("Pricing Guide"), equaling 3% of the Project Capacity for the then-current annual Software Service Term ("Term")** where a given Priority One problem occurred. The value of these Project Credits is determined by multiplying the per Project Cost listed in the Customer's then-latest Order Form by the number of Project Credits equaling 3% of that Term's Project Capacity. • For each sixteen (16) hour period that a Priority One outage continues beyond the Resolution or Workaround times stated above, an additional number of Project Credits equaling 3% of that Term's Project Capacity will be provided by the Company to the Customer. ** For Customers with a multi-year enterprise Software Service Term, the average annual Service Level Capacity over that multi-term term is multiplied by 3% to determine the number of Project Credits applied.

Priority Two: High	Priority Two applies if the outage results in: • Core functions of the Production Service are impaired preventing completion of Plan Review for some projects for more than 120 minutes, OR • The Service is at risk because of a known vulnerability.
Service Level	• Immediate email escalation to Technical Support, followed by warm handoff • Resolution Time: 48 Hours • Workaround Time: 4 Hours • Target Updates: Every hour until Resolution
Service Level Credit	• For each instance where the Company fails to address a Priority Two outage within the Resolution and Workaround times specified above, Company will provide Customer at no cost the number of Project Credits, as defined in Exhibit B ("Pricing Guide"), equaling 1.5% of the Project Capacity for the then-current annual Software Service Term ("Term")** where a given Priority Two problem occurred. The value of these Project Credits is determined by multiplying the per Project Cost listed in the Customer's then-latest Order Form by the number of Project Credits equaling 1.5% of that Term's Service Level Capacity. • For each forty-eight (48) hour period that a Priority Two outage continues beyond the Resolution or Workaround times stated above, an additional number of Project Credits equaling 1.5% of that Term's Service Level Capacity will be provided by the Company to the Customer. ** For Customers with a multi-year enterprise Software Service Term, the average annual Service Level Capacity over that multi-term term is multiplied by 1.5% to determine the number of Project Credits applied.

Priority Three: Medium	Priority Three applies if the issue results in:
	• Small maintenance issues, non-critical bug fix with a workaround, no immediate impact.
Service Level	• Notification upon awareness of the incident. Begin resolution within 4 hours. • Target Response: 2-business days • Target Updates: Customer accessing Company Support Portal for updates as needed.

Priority Four: Low	Any issue related to the Service which does not fall within Priority One, Two, or Three and results in: • Enhancement Requests • Cosmetic Changes
Service Level	• Target Response: 4-business days • Target Updates: Customer accessing Company Support Portal for updates as needed.

EXHIBIT D: TECHNICAL SUPPORT TERMS ("TECHNICAL SUPPORT TERMS")

In support of the Subscribed Services, Company will provide Technical Support to Customer with:

A. A telephone number to contact Company's live technical support facility, which is available from 8:00 a.m. until 8:00 p.m. Eastern time Monday through Friday ("**Support Hours**"), excluding Company's observed holidays [including: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve];

B. Access to a 24/7 online support portal to which Customer may submit after hours, routine or non-critical support requests, which Company will address during its regular business hours;

C. Access to archived software updates and other technical information in the Company's online support portal, which is continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Company will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets based on its assessment of the issue and on the following schedule:

Level of Severity	Description of Severity	Characteristics	Response Time
Level 1 - Critical	**Critical Business Impact**: Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no procedural workaround.	1. System hangs or crashes 2. Critical functionality not available 3. Data loss or data corruption 4. Large number of end users blocked from work 5. Impact is escalating quickly	1 hr
Level 2 - Major	**Significant Business Impact**: Major issue occurring on production system severely impacting business. A large number of users are impacted by issue but they are still able to work in a limited capacity.	1. Significant performance degradation 2. Important functionality not available 3. Small number of users blocked from work 4. Impact is escalating	4 hrs
Level 3 - Medium	**Normal Business Impact**: Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	1. Some system functions not available 2. Minor performance degradation 3. Small number of users impacted 4. Impact is not escalating	8 hrs
Level 4 - Low	**Minimal Business Impact**: Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	1. Incorrect product behavior without impact 2. Product question or enhancement	24 hrs

Customer is limited to two technical contacts at any one time authorized to submit Helpdesk tickets to Company Technical Support as identified below:

CUSTOMER TECHNICAL CONTACT #1		CUSTOMER TECHNICAL CONTACT #2	
Name:		Name:	
Title		Title	
Email		Email	
Phone		Phone	

EXHIBIT E: STATEMENT OF WORK

Statement of Work

Prepared For: *Sparks, NV*

Statement of Work Regarding *the* ePermitHub Digital Plan Room Project for Accela Cloud Customers

11/05/2020

Valid for 90 days from the above date

Latest Update: 11/05/2020

Statement of Work

PermitRocket Software LLC ("Company" - dba "ePermitHub") shall perform the Services described below for Sparks, NV ("the Customer") to implement the ePermitHub Digital Plan Room components into the Accela Civic Platform. This Statement of Work ("SOW") defines the Services to be provided by the Company.

ePermitHub provides a cutting-edge web-based electronic plan review solution in partnership with Accela, the largest permitting software vendor. This solution, called the ePermitHub Digital Plan Room, is designed to not only meet requirements of government permitting agencies around the United States, but also specifically meet the unique requirements for agencies within Nevada. including full support for securely signed and sealed electronic plans using Digital Signatures per the Nevada Administrative Code 625.610.10 (NAC625.610.10) for the Nevada Board of Engineers and Land Surveyors (NVBPELS).

The Company estimates the project timeline at between four [4] and six [6] months. Please see the Project Timeline Summary Table for additional details in Appendix A: ePermitHub Digital Plan Room Project Plan Draft.

Problem Statement

The Customer currently employs a PDF-based plan review process using Accela EDR + Adobe Acrobat. PDF-based plan review has many challenges, but the main issues faced by the Customer are:

- Document control/sheet versioning challenges
- Inefficient and manual correction report development
- Difficulty quickly and accurately validating Digital Signatures on sealed plans per the Nevada Administrative Code 625.610.10 (NAC625.610.10) for the Nevada Board of Engineers and Land Surveyors (NVBPELS)
- Slower than expected review speeds
- Inefficient collaborative environment among all stakeholders, including customers

In addition, with the advent of COVID-19 and the related increase of work-from-home and social distancing requirements, the Customer has determined it will accelerate its adoption of electronic plan review to better provide for both online document submission and communication for its Licensed Professional customer base, and for staff to perform online plan reviews.

Ultimately, these challenges reflect on the quality of customer service offered to the community. Additionally, the Customer will face increasing pressure to modernize their operational efficiency regarding plan review and approval because the construction industry is rapidly adopting advanced technologies (i.e., Building Information Model (BIM), Augmented Reality (AR), Virtual Reality (VR), mobile construction software, etc.) to conduct their business of creating our Built World. This industry technology shift is pressuring government regulatory bodies, such as the Customer, to adopt more modern and efficient plan review processes and related electronic plan review tools.

Project Objective

To complete the implementation of the ePermitHub Digital Plan Room components into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will have access to integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer's customers will have the ability to easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer's Accela Citizen Access portal.

The Digital Plan Room will be enabled for the permit and/or case record types identified in Appendix B, and the following Customer departments are in scope: Building & Life Safety Division, Planning Division, Fire Prevention, Engineering, Public Works, Washoe County Health Department, Environmental Control, Code Enforcement. .

Implementation Services Overview

Phase 1 - Implementation Phase

Phase 1 Deliverables:

1. Project kick-off and initiation
   - Project kick-off presentation
   - Establish communication and project tracking plan via Trello
   - Set up remote access to Customer's environment
2. Digital Plan Room Cloud Provisioning
   - Verify that all Accela Civic Platform prerequisites are in place
   - Cloud Provisioning of the Digital Plan Room components into Customer's DEV environment
   - Cloud Provisioning of the Digital Plan Room database
3. Digital Plan Room Configuration Analysis
   - Define configuration for each Plan Review record type
   - Determine all needed document types
   - Plan document upload configuration
   - Plan Digital Signatures validation configuration
   - Plan Accela workflow integration configuration points
   - Design final approved set cloning business logic
   - Determine Accela to Digital Plan Room role mappings
   - Determine Digital Plan Room disciplines configuration
   - Determine required Approval Stamps
4. Digital Plan Room Configuration
   - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
   - Configure new Accela document types and associated business rules
   - Configure Digital Signature validation
   - Configure Digital Plan Room EMSE library and required scripts
   - Implement custom EMSE scripting as determined during Configuration Analysis
   - Design, create and configure Approval Stamps as determined during Configuration Analysis

Phase 2 - Training, User Acceptance & Go-Live Phase

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
   - Assist Customer in the UAT effort and validation of system configuration
   - Resolve issues resulting from Customer User Testing
   - Provide recommendation on testing strategy and best practices
   - Agree on UAT completion date and Go-Live date
2. Administrative and technical training
   - Digital Plan Room Administration training
   - Provide Administration Training Documentation
3. End-User Training
   - Digital Plan Room End User training
   - Provide End User training documentation
4. Agency Customer Enablement
   - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
   - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public

submitting plans
5. Go-Live Migration & Production Planning
    ● Produce Go-Live Project Migration Plan
    ● Produce Production Deployment Plan
    ● Conduct web-based Agency customer training sessions
6. Post-Go-Live Support
    ● Post-Go-Live support provided
    ● Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
    ● Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.

2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.

3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.

4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.

5. Company assumes all of the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured.

6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.

7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.

8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.

9. Company assumes the Customer's Accela Configuration Environment and Production Environment are in sync.

10. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.

11. In the event the Customer hosts the Accela software on-premise, Customer provides Company remote access to Customer's Accela non-Production environment(s) to perform required implementation services. There is an additional cost assuming Company is not given remote access and is required to schedule web meetings with Customer's Accela administrator to access Customer's non-Production Accela environment(s) to perform required implementation services.

12. Travel & Expenses:
    a. Actual amounts of any reasonable and customary travel-related expenses incurred during the performance of services under this SOW will be billed to the Customer in line with the Customer's Travel & Expense policy.

b. The Company will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, toll charges).
c. The Company will work with the Customer to manage and control its expenses and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent.
d. Expense receipts will be made available as requested by the Customer.
e. Unless otherwise indicated, assumption is all implementation services will be conducted remotely, except Project Kick-Off, UAT, Training and Go-Live Support.
f. The Company estimates no more than 4 onsite "Trip Units" required for the project. A Trip Unit is defined as one round trip for a single Company Professional Services resource (i.e., Consulting Engineer, Trainer, Project Manager, etc.) spending 2-3 business days at the Customer's site.
g. *Please note due to COVID-19, it is possible most if not all of the Professional Services may be performed remotely.*
h. The average cost for a Trip Unit is estimated at $2,500 each unit. A given trip might require more than one Trip Unit.
i. Should the Customer desire additional onsite trips, a Change Order is required prior to travel commencing to cover the cost of those additional trips. See Payment Terms & Delivery Schedule below for additional detail.

13. Projects Put On Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the ePermitHub Digital Plan Room implementation on hold. The Customer must send a formal written request sent to the Company in order to put the project on hold. A project can be on hold for up to 30 days without invoking the termination clause (see Services Agreement). After that time, The Company can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

14. Training Execution parameters are as follows:
    a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
    b. In the event of onsite training, Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
    c. In the event of onsite Training, classes are capped at fifteen (15) participants.
    d. In the event of offsite training, Customer ensures all remote class attendees have access to suitable equipment, such as access to internet-connected training computers and monitors, to accommodate various training classes.
    e. Company provides printed training resources developed by the Company for Customer staff being trained.
    f. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
    g. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
    h. Customer is responsible for printing all training materials developed by the Company for End-User Training.

15. Schedule and delivery are contingent on availability and access to Customer staff resources.

Payment Terms & Delivery Schedule

Total compensation for the above-defined Implementation Services is not to exceed the Project Total specified in the Project Total Summary table below all exclusive, and will be paid according to the Phase Payment Schedules listed below the Project Total Summary table:

Project Total Summary

Phase	
Phase 1 - Implementation Phase	$34,980.00
Phase 2 - User Acceptance & Go-Live Phase	$24,640.00
Project Total	**$59,620.00**

Phase 1: Payment Schedule

Deliverable	Total
1 – Project Kick-Off & Initiation	$1,540.00
2 – Digital Plan Room Installation	$5,940.00
3 – Digital Plan Room Configuration Analysis	$7,260.00
4 – Digital Plan Room Configuration	$20,240.00
Phase 1 Total	**$34,980.00**

Phase 2: Payment Schedule

Deliverable	Total
1 – Administrative and Technical Training	$1,320.00
2 – End User Training	$1,760.00
3 – User Acceptance Testing (UAT)	$7,480.00
4 – Agency Customer Enablement	$3,520.00
5 – Production Planning & Go-Live Migration	$7,040.00
6 – Post Go-Live Support	$3,520.00
Phase II Total	**$24,640.00**

Travel & Expense Estimate

Project Kick-Off Trip Units	1
UAT Trip Units	1
Training Trip Units	1
Go-Live Support Trip Units	1
Per Trip Unit Estimate	$2,500.00
Project Kick-Off Estimate	$2,500.00

UAT Trip Estimate	$2,500.00
Training Trip Estimate	$2,500.00
Go-Live Support Trip Estimate	$2,500.00
Total Travel & Expense Estimate	**$10,000.00**

The Company will submit an invoice to the Customer upon completion of each Deliverable and will be paid in accordance with Net 30 payment terms. Deliverable timelines are contingent upon timely compensation.

ACCEPTED BY: [ENTER CUSTOMER NAME]		ACCEPTED BY: PERMITROCKET SOFTWARE	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Customer. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Success Criteria

The definition of project success is critical to the end of defining appropriate expectations from the start of a project. Success is defined for each phase of the project so the team can measure as it iterates towards the final goal as follows:

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

Phase 1: Implementation Phase

The goal of this phase is to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can start using as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks carried out to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of project planning activities, project management and tracking template creation in Trello, establishing project issue tracking and communication methodology, and conducting the project kickoff meeting.

As part of initiation the following tasks will be conducted:
- Establish a communication plan and create a Project Management dashboard in Trello
- Identify team members that will be responsible for deliverable sign-off and document procedures
- Customer creates an Accela user for Digital Plan Room Communication with Accela software
- Review and adjust project scope based on additional finding, if necessary
- Conduct a project kickoff meeting, in which we will review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:
- Provide timely and appropriate responses to Customer's reasonable requests for information
- Coordinate project planning activities
- Complete Baseline Project Trello Board, and Project Kickoff Presentation deliverables with input from appropriate Customer resources

Customer Responsibilities:
- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.

- Providing timely and appropriate responses to Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:
- Creation of Project Management dashboard in Trello
- Completion of the Project Kickoff Meeting
- Remote access to Customer's environment is set up

Acceptance Review Period:
- Seven (7) business days

Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's DEV environment, the Digital Plan Room software components will be provisioned by the Company and verified to be working properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:
- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:
- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:
- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:
- Seven (7) business days

Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis comprises the activities required to define the appropriate configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to reflect the Customer's plan review business processes. During this task the Company team, with input from the Customer, will identify any details as it pertains to plan submittal, review, and approval and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic

- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

The Trello project dashboard will be used to document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:
- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff in order to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:
- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:
- Completion of To-Be Analysis Sessions

Acceptance Review Period:
- Seven (7) business days

Phase 1 - Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modification to the Accela Civic Platform configuration in accordance with the requirements and determinations made and agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities
- Providing timely and appropriate responses to Company's requests for information

- Making available the appropriate Customer key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:
- Configuration documentation provided to Customer
- Customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within the 15 days, the deliverable is considered approved by the Customer. Upon delivery of Customer initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.

Acceptance Review Period:
- Seven (7) business days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will grow into a fully functioning electronic plan review deployment as guided by Customer staff feedback and input. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. In this phase, the team will simulate as many real-life conditions and project types as possible to learn and understand the capabilities of the workflow as designed. Issues are recorded by Customer staff to assess and correct as agreed to by both parties. Additionally, training sessions are conducted for administrators and end-users and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT the Company will assist the Customer in testing and validation of the configuration and readiness to be migrated to production. A template test plan that includes generic best practices will be provided to the Customer, and in collaboration with the Customer, the test plan will be refined to reflect the Customer's configuration and business use cases.

After completion of the test plan, the testing effort will begin. The testing effort will require a significant time investment by the Customer. The Company will provide assistance to the Customer in the form of UAT support and will address and rectify issues discovered during the UAT process as the Customer staff executes the test plan.

Once the entire team has reached a consensus, and there is enough confidence in the solution, the entire configuration will be ready to start final preparations for migration to production and Go-Live. At this point, a precise Go-live date will be determined.

UAT will take up to eight [8] weeks with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. If the Company's UAT support exceeds two [2] weeks, a change order is required to add more support.

For issues deemed product Critical or High defects a support ticket is opened with the Company engineering team using the Company's Service Desk process for review and resolution. All Critical and High defects shall be resolved prior to the completion of UAT. The following describes the definition of Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During the conduct of dry-runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During the conduct of dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium –** Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.

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- **Low –** A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:
- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered as a result of UAT activities

Customer Responsibilities:
- Providing timely and appropriate responses to the Company's request for information
- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:
- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:
- Seven (7) business days

Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to Customer staff focusing on the administrative and technical setup, as well as the Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure the staff is self-sufficient before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff is responsible for the selection of qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

The Company will provide Customer staff with appropriate documentation for the topics covered in the training session.

Company Responsibilities:
- Coordinate with the Customer to define training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:
- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course

- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:
- Execution of administrative and technical training courses

Acceptance Review Period:
- Seven (7) business days

Phase 2 - Deliverable 3: End User Training

The Company will complete all the necessary training to run electronic plan review operations across applicable departments. Training materials and required training sessions will be created and conducted.

The Company will provide the following onsite training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- Two [2] two-hour sessions for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [2] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session
- One four-hour session for Train-the-Trainer with the same curriculum for each session

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description

ePermitHub Digital Plan Room embedded into Accela Citizen Access	- Plan submittal from the customer perspective
	  ○ Understanding the process a customer will follow to submit an application and submit plans and supporting documents
	  ○ Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors
	  ○ Walkthrough file processing and reviewing the automated sheet numbering.

	- Resubmittal process from the customer perspective
	  ○ Reviewing & answering issues from a rejected plan set
	  ○ Completing the resubmittal of plan addressing the answered issues.

ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	- Plan submittal from a staff perspective when done in-house - High-level review of Plan Reviewer activities ○ Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description

ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	● Accela workflow and the digital plan room 　○ Learn how the digital platform interacts with the Accela workflow
	● Completing a plan review 　○ Navigating the digital plan room 　○ Overview of the viewer and available tools 　○ Creating issues & markup 　○ Reviewing issues and filtering tools 　○ Sheet versioning 　○ Comparison tools 　○ Stamping ● Rejecting plans & requesting revisions ● Resubmittals & approving plans ● Create print set
	● Overview of Intake Staff usage of the digital plan room 　○ Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	● Overview of customer usage of digital plan room 　○ Plan submittals and file validation & processing 　○ Reviewing and answering issues contextually from the plan markup

Company Responsibilities:
- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above
- Providing training for Customer's customers as described above
- Providing training material in a format easily modifiable by the Customer

Customer Responsibilities:
- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Providing printed training resources developed by Company for Customer staff
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:
- Execution of End User Training course to the Customer as described above
- Execution of training for Customer's customers as described above

Acceptance Review Period:
- Seven (7) business days

Phase 2 - Deliverable 4: Agency Customer Enablement
In this context, the "Agency" (i.e., city, county, state, etc.) is the Company's customer, and the "Agency Customer" is the

Agency's customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved job copies of their plans

During Agency Customer Enablement, Company provides web-based training sessions, produces contextually relevant public-facing web-based training videos and produces a User Guide for Agency's customers on how to use the ePermitHub Digital Plan Room embedded in Accela Civic Access. Customer publishes videos and User Guide to a dedicated Digital Plan Room information page at Customer's website.

Company Responsibilities:
- Provide three [3] web-based Agency Customer training sessions of one [1] hour each covering the following topics:
    - Plan Submittal
    - File Validation Overview
    - Response to Agency Correction comments
    - Plan Re-submittal
- Produce the following five (5) public-facing videos:
    - Uploading Plans & Supporting Documents
    - Finalizing & Submitting Review Packages
    - Accessing Review Issues & Conditions
    - Submitting Revised Plans
    - Downloading Approved Plans
- Produce User Guide in editable format

Customer Responsibilities:
- Creating a dedicated public-facing information web page for related Digital Plan Room videos and User Guide
- Adding Customer branding in the beginning and end of each video
- Adding Customer branding to User Guide
- Adding Digital Plan Room videos and User Guide to Customer's Digital Plan Room information web page

Acceptance Criteria:
- Three [3] web-based Agency Customer training sessions of one [1] hour each completed covering the following topics:
    - Plan Submittal
    - File Validation Overview
    - Response to Customer comments
    - Plan Re-submittal
- Following five videos are produced by Company & delivered to Customer:
    - Uploading Plans & Supporting Documents
    - Finalizing & Submitting Review Packages
    - Accessing Review Issues & Conditions
    - Submitting Revised Plans
    - Downloading Approved Plans
- User Guide produced & delivered to Customer in editable format

Acceptance Review Period:
- Seven (7) business days

Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the Preinstallation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:
- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer
- Onsite support during Go-Live

Customer Responsibilities:
- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:
- Go-Live Migration Plan document finalized
- Production Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:
- Seven (7) business days

Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the functions of Tier 1 and Tier 2 support covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable consists of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support for the purpose of transitioning support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- Transition of support from Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:
- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:
- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:
- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:
- Seven [7] days

Project Timeline Summary Table

Phase	Duration	Description
Phase 1	~1.5 Months	
Phase 1 – Deliverable 1	.25 weeks	Kickoff and Initiation
Phase 1 – Deliverable 2	.25 weeks	Software Provisioning
Phase 1 – Deliverable 3	2 weeks	Configuration Analysis
Phase 1 – Deliverable 4	4 weeks	Configuration
Phase 2	~4.25 Months	
Phase 2 – Deliverable 1	8 weeks	User Acceptance Testing
Phase 2 – Deliverable 2	.5 weeks	Administrator Training
Phase 2 - Deliverable 3	.5 weeks	End-user Training
Phase 2 - Deliverable 4	1 week	Agency Customer Enablement
Phase 2 - Deliverable 5	1 week	Production Planning & Go-Live Migration
Phase 2 - Deliverable 6	6 weeks	Post-Go-Live Support

Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process causing an increase in scope and/or budget.
3. Integration scope is altered and extended causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.

6. Customer staff availability for User Acceptance testing.
7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on Customer having already implemented the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

● Develop and maintain a Risk and Issues Management tracker. Trello will be used as the tool of choice for Project Management and collaboration between the Customer project leadership and implementation team.
● Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
● Escalate Risks and Issues when necessary to the appropriate Customer team leadership

Appendix B: Accela Record Types with Plan Reviews in Project Scope

Project Type	Accela Record Type	Accela Sub-Record Type
Iterative	Commercial	new building/additions-includes mech, elect, plbg.
Iterative	Commercial	alterations
Basic	Commercial	footings
Basic	Residential-Basic	new building/additions-includes mech, elect, plbg.
Iterative	Residential-Iterative	Assumed 20% of Total Residential are Iterative
Iterative	Residential-Alter.-Iterative	Assumed 25% of Total Alterations are Iterative
Basic	Residential	footings
Basic	Accessory Bldgs	n/a
Iterative	Grading/site improvement	n/a
Basic	Other permits	street cuts (Engineering module in Accela)
Basic	Other permits	electrical
Basic	Other permits	mechanical
Basic	Other permits	plumbing
Iterative	Other permits	cell tower or antenna change out
Iterative	Other permits	small cells - TBD anticipate 500 next year. Purely spec.
Basic	Other permits	Carports
Basic	Other permits	Conveyors
Basic	Other permits	Decks
Basic	Other permits	Fences
Iterative	Other permits	Parks
Basic	Other permits	Patio cover
Basic	Other permits	Pool & Spa
Basic	Other permits	Racking
Iterative	Other permits	Rockery or Retaining wall
Basic	Other permits	Signs
Iterative	Other permits	Tanks
Basic	Other permits	Mobile
Basic	Fire-Basic	alarm (assumed 80% of Alarm reviews are Iterative)

Iterative	Fire-Iterative	alarm (assumed 20% of Alarm reviews are Iterative)
Basic	Fire-Basic	sprinkler (assumed 80% of Sprinkler reviews are Basic)
Iterative	Fire-Iterative	sprinkler (assumed 20% of Sprinkler reviews are Iterative)
Basic	Fire	hydrant/fire flow
Basic	Fire	fire prevention
Basic	Planning	temp signs
Basic	Planning	temp use
Basic	Planning	landscape

Notes from Agency
1. Typically over the counter. Sometimes the scope is large or complicated and it gets routed but I would say high 90% don't get reviewed.
2. Typically two or more reviews
3. normally only custom homes and master plans have multiple reviews (I'm guessing 20%). Most of the new residences are generated off of a master plan.
4. Master plan sets (can't count by year. Guessing 20 a year unless it's a new code cycle. Then it's probably 50) We just went through a code update. Won't have another for 6 years.
5. Mixed use permits are not a stand alone type. We've had about 1or 2 every year for the past 3 years. They are classified under residential now. They were previously either com or res. Not consistent.
6. The engineering, planning and fire records on this list are created in their respective Accela modules but handled through the building division just like building permits. They are also stored in the same OnBase storage file.

EXHIBIT F: ADDITIONAL CUSTOMER TERMS

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