

ePermitHub Subscription Software & Services Agreement

This Subscription Software & Services Agreement (this “**Agreement**”) is entered into as of the date of the applicable Order (as defined below) that incorporates these terms by and between PermitRocket Software LLC dba ePermitHub (“**ePermitHub**”) and the entity listed in such Order (“**Customer**”). This Agreement includes and incorporates the terms and conditions below, the schedules attached hereto, any ePermitHub policies expressly referenced herein, and all Statements of Work (as defined below) issued by ePermitHub. ePermitHub and Customer are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

Customer acknowledges and agrees that Visionary Integration Professionals (“**Reseller**”) acts on ePermitHub’s behalf as its reseller. Unless ePermitHub is notified in advance and affirms such provisions, no terms contained in a purchase order or other communication by or between Reseller or Customer will in any way modify this Agreement, any such terms being expressly disclaimed by ePermitHub.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their undersigned authorized representatives and intend to be legal bound by these terms as of the Effective Date.

CITY OF NORTH PORT, FL		PERMITROCKET SOFTWARE LLC	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Address:		Address:	11767 S Dixie Hwy. #295, Miami, FL 33156

ATTEST

 HEATHER FAUST, MMC
 CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

 AMBER L. SLAYTON, B.C.S.
 CITY ATTORNEY

ATTACHMENTS

- Schedule 1 - ePermitHub Support Terms
- Schedule 2 - ePermitHub Service Level Addendum
- Schedule 3 - Additional Customer Terms

TERMS & CONDITIONS

1. Services.

1.1. Subscription Services. Subject to the terms and conditions of this Agreement, ePermitHub will make its software-as-service technologies, together with related Software and documentation (collectively “**Subscription Services**”) available to Customer and will provide technical support (“**Support**”) for the Subscription Services as set out in Schedule 1 (Support Terms). “**Software**” means

ePermitHub's proprietary software that may be cloud-hosted by ePermitHub or used by Customer "on premise". "**Services**", means the Subscription Services together with Support and any Professional Services (as defined below).

1.2. Hosting. The Subscription Services (including Software, as applicable) will be hosted by ePermitHub at a physically secure, commercial third-party hosting facility. ePermitHub will be responsible for maintaining standards at such facility and for implementing suitable network security measures to minimize the likelihood of unanticipated interruptions to the Subscription Services. With respect to any Software that is provided to Customer for use "on premise": (a) ePermitHub hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use such Software during the Term only in connection with Customer's use of the Subscription Services; (b) Customer may download the Software onto its systems or devices; and (c) Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software and Subscription Services, including modems, hardware, servers, software, operating systems, networking, and web servers.

1.3. Professional Services. ePermitHub may provide certain implementation and deployment, consulting, and/or other professional services ("**Professional Services**") in connection with the Subscription Services. Professional Services may be detailed in one or more statements issued to Customer (each a "**Statement of Work**") and/or governed by other terms and conditions agreed by ePermitHub in writing that reference this Agreement. Unless otherwise specified, Professional Services will be performed within ePermitHub's standard business hours of Monday-Friday, 8AM to 8PM Eastern Time ("**Business Hours**").

1.4. Service Level Commitment. ePermitHub will use commercially reasonable efforts to make the Subscription Services available to Customer in accordance with the Service Level Addendum ("**SLA**") attached hereto.

2. Limitations; Customer Obligations.

2.1. User Accounts. Customer will designate at least one individual user to act as an "administrator" for Customer's account. The administrator will be responsible for creating unique usernames and passwords for Customer's end users ("**Users**"). Subject to Customer's compliance with this Agreement, Customer may designate an unlimited number of Users. Customer will be responsible for maintaining the security of User accounts (including usernames, passwords and administrator details) and any other content, systems, technologies or equipment that Customer uses in connection with the Services. Customer releases ePermitHub from any liability relating to Customer's obligations under this Section, including any unauthorized access to or use of the Subscription Services or any access to or use of Customer's content, systems, technologies or equipment resulting therefrom.

2.2. Prohibited Use. Customer will not and will ensure that its User do not, directly or indirectly, (i) modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, create derive works from, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, processes or algorithms relevant to the Software or Services or remove any proprietary notices or labels affixed on or delivered with the Software or Services. Although ePermitHub has no obligation to monitor Customer's use of the Software or Services, ePermitHub may do so and may prohibit any use of the Software or Services it believes are or may be in violation of this Agreement, with notice to ePermitHub that includes a description of the actual or suspected violation.

2.3. Customer Commitments. Customer represents and warrants that Customer and its Users will use the Software and Services, including any Customer Data associated with such use, only as permitted by this Agreement and in compliance with all applicable laws and regulations. If Customer becomes aware of any threats to the confidentiality or security of the Software or Services that is or is likely to be caused by Customer, its Users or the systems, technologies or software used by them, Customer will promptly notify ePermitHub. As used herein, "**Customer Data**" means all non-public data, information, materials and content provided by Customer to ePermitHub or used by Customer in connection with the Services, excluding Usage Data (as defined below).

2.4. Reserved Rights. As between the parties, (a) Customer owns and retains all right, title and interest in and to the Customer Data; and (b) ePermitHub owns and retains all right, title and interest in and to (i) the Software and Services, and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with Professional Services or Support, and (iii) all intellectual property rights related to any of the foregoing. No rights or licenses are granted by either Party except as expressly set forth in this Agreement.

3. Confidentiality.

3.1. General. The parties agree to hold each other's Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, other than for the legitimate purposes of this Agreement, and not to disclose it to others. For purposes of this Agreement, "**Confidential Information**" means and will include any information, materials or knowledge that is disclosed by one party or its Affiliates ("**Discloser**") to the other party or its Affiliates ("**Recipient**") during the relationship contemplated by this Agreement and concerns Discloser and its business, including business plans, roadmaps, financial condition, products, programming techniques, suppliers, technology or research and development. Recipient agrees to take all actions reasonably necessary to protect

the confidentiality of all Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information and not using or disclosing the Confidential Information to any third party (except as necessary to perform the Services or where required by law or court order). All Confidential Information, if any, is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

3.2. **Exceptions.** Confidential Information will not include any information that: (a) is or becomes publicly known through no fault of Recipient; (b) was rightfully in Recipient's possession at the time of disclosure, without restriction as to use or disclosure; (c) has been rightfully received by Recipient from a third party without restriction as to use or disclosure; or (d) was developed by employees or agents of Recipient independently of and without access or reference to any information communicated to Recipient by Discloser. The Disclosing Party agrees that these obligations of confidentiality will cease to apply to any information after five (5) years following the Disclosing Party's first disclosure thereof (excluding in respect of any trade secrets of ePermitHub, which will remain ePermitHub's Confidential Information in perpetuity).

3.3. **Usage Data.** Notwithstanding anything to the contrary in this Agreement or otherwise, ePermitHub may collect and analyze Usage Data and will be free, during and after the Term, 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 ePermitHub offerings, and (ii) disclose Usage Data pertaining to Customer in aggregate or other de-identified forms in connection with ePermitHub's business. As used herein, "**Usage Data**" means data and other information, including derivatives thereof, relating to the provision, use and performance of the Services.

4. Fees; Payment.

The terms and conditions of payment, including the Subscription Services fee structure, are as set forth in an order form or quote issued by ePermitHub or its Reseller (each an "**Order**" or "**Quote**"). The Subscription Services fee structure may be revised as approved by ePermitHub in writing.

5. Term and Termination.

5.1. **Term.** This Agreement is effective as of the Effective Date and will continue in effect until terminated in accordance with this Section (the "**Term**"). In respect of the Subscription Services, the Order will indicate a period for which Customer is permitted to use the Subscription Services (a "**Subscription Period**"). Where agreed by Customer, at the end of Customer's first Subscription Period and each subsequent Subscription Period thereafter, Customer's commitment to purchase Subscription Services may be renewed (each, a "**Renewal**") by the issuance of a subsequent Order. A Renewal may be cancelled with notice that is provided no less than sixty (60) days prior to the Renewal. In respect of any Professional Services, ePermitHub will commence work on the date listed in the applicable Order or Statement of Work and continue performance for the period designated therein.

5.2. **Termination.** In addition to any other remedies it may have, (a) either Party may terminate this Agreement (i) with thirty (30) days' notice 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; (ii) with thirty (30) days' notice if the other Party becomes insolvent or if Customer de-funded or (iii) by issuing a notice not to renew (as set out in above) where no other Orders or Statements of Work are then in effect; and (b) ePermitHub may terminate this Agreement (i) immediately if Customer violates Section 3.2 (Prohibited Use), or (ii) with ten (10) days' notice if Customer fails to pay Fees when due and does not rectify non-payment in the notice period.

5.3. **Effect of Termination; Survival.** In the event of any termination of this Agreement under this Section, (i) ePermitHub's obligations to perform and Customer's rights to use the Services will immediately cease; and (ii) all outstanding fees, including fees for Subscription Services used up to the date of termination and Professional Services rendered prior to termination, will become immediately due and payable. If ePermitHub hosts database portions of the Software, ePermitHub will make Customer Data available to Customer for electronic retrieval via a database export for a period of thirty (30) days following Agreement termination; thereafter ePermitHub may, but is not obligated to, delete stored Customer Data. Any termination of this Agreement prior to ePermitHub's completion of Professional Services may be subject to additional terms and conditions as set out in the applicable Order or Statement of Work if designated by ePermitHub. All sections of this Agreement which should, by their nature, remain applicable after termination will survive, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Warranties & Disclaimers.

6.1. ePermitHub will perform Professional Services with the necessary skill, knowledge and experience using generally recognized practices and standards of performance for its industry. ePermitHub will use reasonable efforts to perform the Subscription Services and maintain its technologies and practices in a manner that minimizes errors and interruptions. Subscription Services may be unavailable for scheduled maintenance, unscheduled emergency maintenance or due to other reasons outside of ePermitHub's reasonable control. ePermitHub will use reasonable efforts to provide advance notice in writing (e-mail being sufficient) of any scheduled disruption of the Subscription Services.

6.2. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY, COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Indemnification.

7.1. By Customer. Customer will defend, indemnify and hold ePermitHub and its officers, directors, employees and agents harmless from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees (collectively, "**Losses**"), arising out of or in connection with any third-party claim: (i) related to any injury, damage or loss resulting from Customer's (or any User's) access to or use of the Services; (ii) arising from Customer's (or any User's) use of the Services in violation of this Agreement or applicable law; or (iii) alleging that Customer Data infringes or misappropriates a party's intellectual property or rights therein.

7.2. By ePermitHub. ePermitHub will defend, indemnify and hold Customer and its officers, directors, employees and agents harmless from and against any Losses arising out of a third-party claim (i) that the Software or Services infringe any United States patent or any copyright or misappropriate of any trade secret or (ii) arising from ePermitHub's gross negligence or willful misconduct in performance of the Services. The foregoing obligations do not apply (i) with respect to portions or components of the Software or Services not supplied by ePermitHub, made in whole or in part in accordance with Customer direction or specifications, modified after delivery by ePermitHub, or combined with other processes or materials where the alleged infringement relates to such supply, use, modification or combination; (ii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iii) with respect to any use of the Software or Services in violation of this Agreement or applicable law.

7.3. Infringement Claims. If, due to a claim of infringement, the Software or Services are held by a court of competent jurisdiction to be or are reasonably believed by ePermitHub to be infringing, ePermitHub may, at its option and expense (a) replace or modify the Software or 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 Software or Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and provide Customer a refund for any prepaid, unused fees for the Services. The foregoing is Customer's sole and exclusive remedy with respect to infringement claims.

7.4. Procedure. To be entitled to the benefit of a Party's ("**Indemnitor**") obligations under this Section, (i) the other Party ("**Indemnitee**") must advise the Indemnitor in writing of the existence of the claim promptly upon learning of its assertion; (ii) the Indemnitee must cooperate with the Indemnitor in all reasonable aspects connected with the defense of the claim; and (iii) the Indemnitor must have the sole right to control the defense and/or settlement of all such claims, including selection of counsel. Notwithstanding the foregoing, if any settlement admits wrongdoing by Indemnitee, Indemnitee will have the right to pre-approve any such settlement in writing, such approval not to be unreasonably withheld. Further, Indemnitee will have the right to participate in the defense of any claim with separate counsel of its own choice at its own expense.

8. Limitations of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THE MAIN TERMS OF THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES DISCLAIM AND WILL HAVE NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THEIR POSSIBILITY FOR: (A) ANY ERROR, INTERRUPTION OF USE, LOSS, INACCURACY OR CORRUPTION OF DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR BUSINESS LOSS; (C) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR COSTS OR DAMAGES; (D) ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS OF ALL OTHER CLAIMS, EXCEED THE FEES PAID TO COMPANY IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. Additional Customer Terms. Any terms or conditions required by Customer under applicable statute, judicial order or agency policy must be stated in writing to ePermitHub prior to execution of this Agreement and incorporated herein by reference or attachment.

10. General

10.1. Entire Agreement. This Agreement, including the Schedules hereto, any Orders or Statements of Work issued hereunder (excluding any Reseller-added terms), and any ePermitHub terms referencing this Agreement, is the complete and exclusive

statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous and contemporaneous written and oral agreements, communications and understandings relating to the subject matter hereof. Except as otherwise expressly agreed by the Parties, in the event of a direct conflict between the body of this Agreement and any terms referenced herein or in a Order, Statement of Work or Schedule hereto, the terms in the body of this Agreement will govern. Any waiver of rights or modifications or supplements to this Agreement must be in a writing signed by both Parties. All terms issued by Customer or Reseller that are not expressly permitted by ePermitHub are disclaimed.

10.2. Notices. Each Party's address set forth in the signature blocks will be the place of receipt for notices issued in respect of this Agreement. Notice is effective when delivered personally, three (3) business days after sent by certified mail, on the business day after sent by a nationally recognized courier service, or on the business day after sent by email to legal@epermithub.com (where electronic confirmation is sent and received). A Party may change its notice address by giving notice in accordance with this section.

10.3. Execution; Validity; Construction. This Agreement is valid if signed by both parties, together or in counterpart, via facsimile transmission or electronic signature process, all of which taken together will constitute one agreement. 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. The term "including", as used herein, will be construed to mean "including, but not limited to".

10.4. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with ePermitHub's prior written consent. With no less than 30 days' advance written notice, ePermitHub may assign this Agreement to an affiliate or a successor entity in the event of a merger, acquisition, or sale of all or substantially all its assets. Any such successor entity will agree in writing to be bound by the terms of this Agreement.

10.5. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

10.6. Relationship of Parties; No Third Party Beneficiaries. 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 ePermitHub in any respect whatsoever. No third party beneficiaries are intended and the parties expressly disclaim any third party beneficiaries.

10.7. Choice of Law. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

10.8 Feedback. If Customer provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to ePermitHub's products, services, websites, documentation or similar materials ("**Feedback**"), Customer hereby assigns and agrees to assign all right, title and interest in any such Feedback to ePermitHub to be used for any purpose.

10.9 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

SCHEDULE 1

ePermitHub Support Terms

These ePermitHub Support Terms (these “**Support Terms**”) are incorporated into and form a critical component of the ePermitHub Subscription Software & Services Agreement or other agreement between the parties in respect of the software and services of PermitRocket Software LLC (the “**Agreement**”). All capitalized terms not defined herein have the meaning given in the Agreement. All capitalized terms not defined herein have the meaning given in the Agreement. In the event of a conflict between the terms of these Support Terms and the terms of Agreement or any Order, the terms and conditions of these Support Terms apply. These Support Terms may be updated from time to time by ePermitHub in its sole discretion; provided that any such update will not materially reduce Customer’s rights hereunder as established at the time the Agreement was executed.

If not otherwise defined in the Agreement, as used in these Support Terms: “ePermitHub” means PermitRocket Software LLC dba ePermitHub; “Customer” means the party using the Subscription Services; and “Subscription Services” means the pay-per-use software-as-a-service, which may be cloud-hosted by ePermitHub or provided by ePermitHub for on-premise use, as provided by ePermitHub under the Agreement.

1. Updates. ePermitHub will use commercially reasonable efforts during the Term of the Agreement to provide Customer with periodic updates to the Software and/or Subscription Services (“**Updates**”). Updates may address security fixes, critical patches, general maintenance functionality, and documentation and will be made available at ePermitHub’s discretion. ePermitHub is under no obligation to develop any future functionality or enhancements for the Software or Services unless otherwise specified in the Agreement. If an Update is made available to Customer pursuant to these Support Terms, it will automatically replace the previous version of the Software or Subscription Services, as applicable. ePermitHub’s support of the Subscription Services presumes that Customer has implemented Updates for the current or one of the prior two (2) major version releases; where Customer has not implemented prior Updates, ePermitHub’s responsiveness and ability to resolve errors may be impacted. Where practical, ePermitHub will schedule Updates during non-business hours and will provide Customer with advance notice of all Updates. Where practical, ePermitHub will schedule Updates during non-business hours and will provide Customer with advance notice of all Updates.

2. Support Access. In support of the Subscription Services, during the Term of the Agreement ePermitHub will provide first-line Support below. These Support commitments are provided to Customer at no additional cost beyond its Subscription Services Fees.

2.1. **Telephone Support.** ePermitHub’s Customer Resource Center (CRC), a live technical support facility (“**Telephone Support**”), will be available to Customer during ePermitHub’s regular support hours of 8:00am - 8:00pm (Eastern Time), Monday through Friday (excluding ePermitHub’s observed holidays that include: 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) (“**Support Hours**”).

2.2. **Email Support.** One or more ePermitHub electronic mail addresses (“**Email Support**”) to which Customer may submit routine or non-critical Support Requests to be addressed by ePermitHub during its Support Hours.

2.3. **Online Support Materials.** ePermitHub will make available certain archived client-side software updates and other technical information in ePermitHub’s online support database, which is continually available (“**Online Support**”). This Online Support may not be used to submit Support Requests.

Customer is limited to two (2) contacts (“**Customer Support Contacts**”) at any one time who will be authorized to submit Support Requests (as defined below) to ePermitHub. Customer is responsible for providing ePermitHub with the names and contacts of these two Customer Support Contacts and keeping ePermitHub up-to-date in the case that Customer Support Contacts (either named individuals and/or their contact information) are changed

3. Support Request Process. Customer may log requests for Support (each, a “**Support Request**”) through ePermitHub’s Telephone Support or Email Support. For each Support Request, Customer will provide reasonable details regarding the issue it is experiencing (the “**Issue**”) and Customer will use reasonable efforts to assign a level of priority (“**Priority Level**”) for the Issue using the table below. During the Support Request process and at any time prior to Issue resolution, ePermitHub may determine an Issue warrants assignment to a higher Priority Level, that an Issue no longer warrants the Priority Level assigned, or that an Issue should be separated into parts or combined with other Issues. ePermitHub may upgrade or downgrade Priority Levels and/or revise the listed Issue to reflect current impact and known parameters.

Priority Level	Description	Target Response Time*
Level 1	Critical functions of Subscription Services are not available or seriously affected for a majority of Users and there is no reasonable workaround available (e.g. service is non-responsive, Customer's use is halted).	1 Days
Level 2	Subscription Services are affected, with Users being able to work in a limited capacity, and there is no feasible workaround (e.g. Customer's day to day operations continue but are substantially impacted)	3 Days
Level 3	Subscription Services are partially non-functional but a feasible workaround exists (e.g. non-critical feature is unavailable).	5 Days
Level 4	Subscription Services are functional but there is a problem or other issue that does not significantly impact use (e.g. incorrect label or cosmetic defect)	Next Update

*Target Response Times are ePermitHub's expected first response to a Support Request; they are non-binding estimates only. As used in the table above, "Day" means one full business day within the Support Hours. A Day begins in the first Support Hour in which Customer makes its Support Request via Telephone or Email Support, with any weekend or off-hours Support Requests being logged at the first Support Hour that follows Customer's submission to ePermitHub.

4. Support Limitations & Exclusions. The following "Support Exclusions" are not covered by these Support Terms and ePermitHub expressly disclaims responsibility for any support functions or services rendered or necessitated by:

- 4.1. any unauthorized access to or misuse of the Subscription Services;
- 4.2. needs arising during times outside of ePermitHub's regular business hours stated above;
- 4.3. external factors outside of ePermitHub's reasonable control, including any force majeure event or Internet access or related problems beyond the Subscription Service demarcation point;
- 4.4. issues arising out of or caused by customizations done by a party other than Customer or outside of ePermitHub's best practice recommendations, configuration changes, scripting, or data loss caused by or through Customer or any User;
- 4.5. issues arising out of or caused by Customer's, User's or any third-party's equipment, software or other technology (other than third-party equipment within ePermitHub's direct control);
- 4.6. services requested by Customer to implement Updates provided by ePermitHub;
- 4.7. efforts to resolve or work-around conditions which cannot be reproduced in ePermitHub's support environment; or
- 4.8. any third party software add-ons supplied with the Subscription Services, except where specified in the Agreement.

SCHEDULE 2

ePermitHub Service Level Addendum

This ePermitHub Service Level Addendum (this “**SLA**”) is a policy governing the provision and use of the Subscription Services and is incorporated into and forms a critical component of the ePermitHub Subscription Software & Services Agreement (the “**Agreement**”). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement. This SLA may be updated from time to time by ePermitHub in its sole discretion; provided that any such update will not materially reduce Customer’s rights hereunder as established at the time the Agreement was executed. In the event of a conflict between the terms of this SLA and the terms of Agreement or any Quote, the terms and conditions of this SLA apply.

1. Definitions

1.1. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Subscription Services were Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLA Exclusion.

1.2. “Service Credit” is a dollar credit, calculated as set forth below, that ePermitHub may credit back to an eligible Customer account.

1.3. “Unavailable” means, as applicable: (i) Customer is repeatedly unable to log into the Subscription Services; or (ii) Customer experiences lack of connectivity to the Subscription Services for more than five (5) minutes. The foregoing events must be verifiable or replicable by ePermitHub or its designee.

2. Service Commitment.

2.1. ePermitHub will use commercially reasonable efforts to make the Subscription Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the applicable Subscription Period (the “**Service Commitment**”). In the event the Subscription Services do not meet this Service Commitment, Customer will be eligible to receive a Service Credit as described below.

2.2. Scheduled & Emergency Maintenance: ePermitHub will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Subscription Services may be performed. ePermitHub will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours’ notice prior to Services unavailability due to planned maintenance. ePermitHub’s standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time. ePermitHub will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis. Where possible, ePermitHub will provide three (3) business days’ notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

2.3. Service Credits. Subject to the terms of this SLA, Service Credits are calculated as a percentage of the monthly bill for the Subscription Services in the month that the Service Commitment was not met. ePermitHub will apply any Service Credits only against future Subscription Services payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from ePermitHub. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer’s sole and exclusive remedy for any unavailability, non-performance, or other failure by ePermitHub to provide the Subscription Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, ePermitHub may issue a Service Credit considering such factors at ePermitHub’s discretion.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0%	5%

2.4. Service Credit Requests. To receive a Service Credit, Customer must submit a claim in writing to finance@permitrocket.com. To be eligible for a Service Credit, the claim must be received by ePermitHub in the calendar quarter in which the incident occurred and must include: (i) the words “SLA Credit Request” in the subject line; (ii) the dates and times of each Unavailability incident that Customer is claiming; and (iii) the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric). If the Monthly Uptime Percentage of such Service Credit request is confirmed by ePermitHub as being less than the Service Commitment, ePermitHub will issue any Service Credit to Customer as part of the fee reconciliation process of the Subscription

Period immediately following the Subscription Period in which Customer's request is confirmed by ePermitHub. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

3. Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Subscription Services, or any performance issues pertaining to the Subscription Services, that: (i) are caused by factors outside of ePermitHub's reasonable control, including any force majeure event or Internet access or related problems beyond the Subscription Services demarcation point; (ii) result from customizations (if outside of ePermitHub's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any User; (iii) result from Customer's or any User's or third party's equipment, software or other technology or integrations (including, but not limited to, Accela system errors or availability issues where Customer utilizes Subscription Services via Accela platform); (iv) that result from any maintenance performed by or on behalf of ePermitHub as contemplated in the terms above; or (vii) arising from our suspension or termination of Customer's right to use the Subscription Services in accordance with the Agreement (collectively, the "**SLA Exclusions**"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, ePermitHub may issue a Service Credit with consideration to pertinent factors as assessed by ePermitHub in its sole discretion.

SCHEDULE 3
Additional Customer Terms

None unless expressly set out herein.