

Cloudpermit

Regus Brookfield Place 161 Bay St
Toronto, Ontario M5J 2S1
Canada

Order #: Q-03035-1
Customer #: CUST-0000102
Date: 2024-09-23
Sales Person: Paul Turenne
Sales Person Email: paul.turenne@cloudpermit.com
Delivery Method: E-Mail

Ship To

Daryl Bell
Temagami
, Ontario
Canada
705-569-3421
bylaw@temagami.ca

Bill To

Temagami
, Ontario
Canada

Subscription

Product		Invoice 1	Invoice 2	Invoice 3
Building	Annual Total	CAD 3,200	CAD 3,328	CAD 3,461
Subscription Total:		CAD 3,200	CAD 3,328	CAD 3,461

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

Service

Description	Annual Total
Implementation Fee	CAD 1,000
Service Total:	CAD 1,000

Customer Total First Year: **CAD 4,200**

Terms and Conditions

Term: 3 years, billable annually

Invoicing: Subscription invoice to be sent after contract is signed and then annually.

First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) for implementation fee to be sent after Go Live Milestone (M2) is approved.

Payment Term: Net 30 days from Invoice Date

Subscription Start Date: Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Sridhar Subramanian

SVP Canada

Cloudpermit Software Service Agreement

THIS AGREEMENT is made by and between the “**Customer**” as identified in the Order form and Cloudpermit, Inc. with its office at Regus Brookfield Place 161 Bay St, M5J 2S1 Toronto, Ontario (“**Cloudpermit**”).

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following words and expressions have the following meanings:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

“**Agreement**” means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

“**Business Day**” means any day other than a Saturday, Sunday or federal holiday in Canada.

“**Cloudpermit Software**” means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

“**Confidential Information**” means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

“**Customer Data**” means information, data and other content that is collected, downloaded or otherwise received by Cloudpermit from the Customer or any End User, but does not include any content that is publicly available, currently or in the future.

“**Customer Systems**” means the Customer’s information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

“**End User**” means any individual with whom the Customer has agreed regarding use of the Cloudpermit Software and to whom Customer (or, when applicable, Cloudpermit at the Customer’s request) has supplied an Identifier to access the Cloudpermit

Software or to whom Customer otherwise provides access to the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

"Fees" means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

"Force Majeure Event" means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"General Communications Network" means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

"Identifier" means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

"Implementation" means the initial configuration and implementation of the Cloudpermit Software for the Customer.

"Party" and **"Parties"** mean Cloudpermit and its affiliates and/or the Customer.

2. CLOUDPERMIT'S RESPONSIBILITIES

- 2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time.
- 2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use 24 hours a day, 7 days a week, except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

3. CUSTOMER'S RESPONSIBILITIES

- 3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.
- 3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time.

- 3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.
- 3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, Identifiers, unauthorized access to the Cloudpermit Software, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.
- 3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the information and guidelines it provides are correct.
- 3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

4. SERVICE FEES AND PAYMENT TERMS

- 4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.
- 4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.
- 4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.
- 4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.
- 4.5 Invoices will be sent to the Customer as provided in the Order Form.

5. CHANGES

- 5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.
- 5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

6. CUSTOMER DATA, PRIVACY AND PROTECTION

- 6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.
- 6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at <https://ca.cloudpermit.com/registration?privacy=true> as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.
- 6.3 Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.
- 6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data, including uploading or other use or processing of Customer Data, whether or not related to the Cloudpermit Software.
- 6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.
- 6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.
- 6.7 Each Party will promptly notify the other Party if a Party becomes aware of any unauthorized access, use or other act regarding Customer Data or if a Party becomes the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security or handling practices.

- 6.8 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.
- 6.9 Cloudpermit will provide a mechanism for the Customer to download all Customer Data by Cloudpermit's maintaining a backup of Customer Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.

7. IDENTIFIERS AND THEIR USE

- 7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and the additional terms and conditions for use by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time.
- 7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.
- 7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software, if needed for data security reasons or other risks related to the Cloudpermit Software.

8. DATA LOCATION

- 8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in Canada.

9. WARRANTIES

- 9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.
- 9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time.
- 10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.

11. INDEMNITY

- 11.1 Each Party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.
- 11.2 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by

written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY IN 11.1 ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.

13. CONFIDENTIALITY

- 13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".
- 13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person:

(A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) who does not prohibit either Party from disclosing such information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by provincial or federal open records and/or freedom of information laws or a disclosure ordered by a court or similar adjudicator or authority.

- 13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- 13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.
- 13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

14. TERM AND TERMINATION

- 14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions.

- 14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.
- 14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.
- 14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

15. FORCE MAJEURE

- 15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.
- 15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

16. NOTICES

- 16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.
- 16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent

by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

17. ASSIGNMENT

- 17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

18. AMENDMENTS AND WAIVERS

- 18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

19. SEVERABILITY

- 19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

20. APPLICABLE LAW AND DISPUTES

- 20.1 This Agreement is governed by the laws of the province in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

21. CONTINUING TO PERFORM

- 21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

22. ENTIRE AGREEMENT

- 22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this

Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

23. RELATIONSHIP

- 23.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

24. NO THIRD PARTY BENEFICIARIES

- 24.1 This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy. End Users may benefit from their use of the Cloudpermit Software, but End Users' relationships to the Parties are not defined by this Agreement because they are defined solely: (a) to Cloudpermit by the terms and conditions for use by End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time; and (b) to the Customer by separate agreement(s), if any, between the Customer and End Users.

25. EXECUTION

25.1 ***This Agreement must be executed simultaneously in two separate places:*** (1) on the Order Form; and (2) in the signature block below (both documents must be signed by the Customer before execution of this Agreement is complete). They may be executed in two or more identical counterparts, or by way of facsimile and electronic transmission without any further exchange of documents containing original signatures, each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement.

CUSTOMER NAME: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

I confirm that I have received and read all applicable product descriptions.

By signing here, the Customer agrees to the Order Form, this Software Service Agreement and any other appendices and documentation expressly referenced in the Order Form, this Software Service Agreement and/or any amendments (together the "**Agreement**").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

_____ **Cloudpermit**

Signature: _____

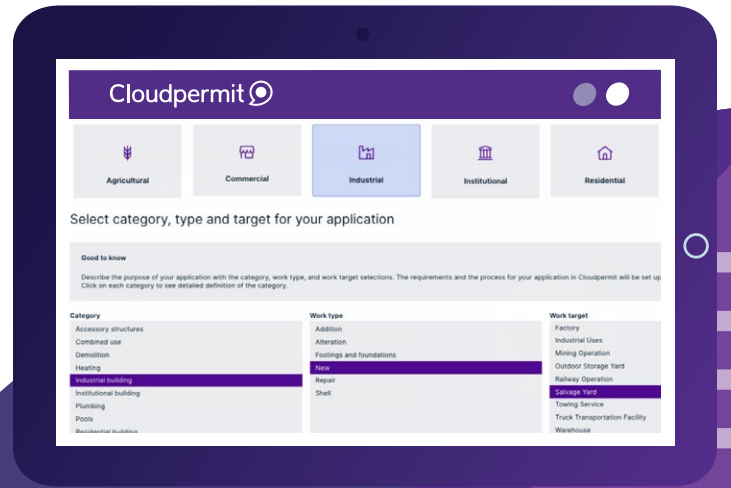
Printed Name of Person Signing: _____ **Sridhar Subramanian**

Title: _____ **SVP Canada**

Date: _____

Permitting

Software Description Guide 2024



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The Cloudpermit Platform

The Cloudpermit platform offers a comprehensive suite of cloud-based products designed to optimize how local governments manage community development and regulatory compliance. Our platform encompasses various products, including Building, Enforcement, Licensing, Planning, Contractor Registration, and Land Use. These products, accessible 24/7 from any browser or operating system, facilitate more efficient and responsive municipal operations.

Definitions:

- **Platform:** Cloudpermit’s foundational infrastructure and services necessary for deploying and managing various products aimed at streamlining municipal operations. It ensures seamless integration, security, and scalability, supporting the diverse needs of local governments.
- **Product:** Our products are specialized applications within the Cloudpermit platform, including Building, Enforcement, Licensing, Planning, Contractor Registration, and Land Use. Each product is designed to address specific municipal functions, enabling efficient management of processes such as permitting, inspections, and compliance.
- **Solution:** Solutions refer to the combined offerings of our products and add-on features/functionality, such as the Data Import tool and the Inspector App. These solutions enhance the functionality of the individual products, providing a comprehensive approach to managing municipal operations and regulatory compliance.

Key Benefits:

- **Streamlined Processes:** Automate and standardize workflows to efficiently manage permits, applications, and enforcement cases, improving turnaround times and reducing manual effort.
- **Enhanced Accessibility:** Our cloud-based platform ensures that services are available around the clock, supporting remote and on-site work for greater operational flexibility.
- **Continuous Improvement:** Benefit from automatic updates with the latest features and enhancements, keeping your system current without manual installations.
- **Rapid Deployment:** Quick and easy setup with minimal impact on municipal resources.
- **Informed Decision Making:** Integration with Geographic Information Systems (GIS) providing up-to-date information for better planning and analysis.
- **Collaborative Environment:** Facilitate instant communication and collaboration within applications, enhancing efficiency and transparency for staff, citizens and/or contractors.
- **Effortless Updates & Comprehensive Features:** Updated automatically, Cloudpermit ensures the latest features and enhancements are seamlessly integrated without any need for manual downloads or installations by users.

Below highlights the functionalities across all Cloudpermit products, including Building Permits, Code Enforcement, Licensing, Planning, Contractor Registration, and Land Use. While this product description specifically focuses on the Building Permits product, it's important to note

the comprehensive capabilities of Cloudpermit's suite of products designed to meet a wide range of municipal and contractor needs.

Features	Building Permits	Enforcement	Licensing	Planning	Contractor Registration	Land Use
Application Submission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Archive/Inactive View	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attachments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Case/workspace package	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditions and Comments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Configurable Application Numbering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Configurable Standard Phrases	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Import	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Document/Templates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Email Notifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fees and Payments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GIS integration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inspections	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Issuance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meeting Process (Committees and Councils)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Messaging and Notifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Multi-language support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pre-Con Meeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Processing times	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project view	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Property View	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Public Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Renewal Process	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Report Management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Review and Circulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Support Portal and Help Documentation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
User Management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Violations/Deficiencies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Building Permits

Cloudpermit offers a transformative approach for building departments to manage and automate Permitting processes. Designed with flexibility and efficiency in mind, our software ensures a streamlined workflow from application to issuance and beyond.

Our Permitting product provides a one-stop solution for managing building permits, offering features like application and issuance processes, fee management, compliance monitoring, and reporting tools. These capabilities ensure building departments can deliver superior service while maintaining control and insight over building data.

Key Features:

- **End-to-End Online Management:** Automate your entire permitting process, from initial application to compliance monitoring.
- **Centralized Permit Management:** Simplify the management of Building permits, reducing time and effort for both municipalities and applicants.
- **Automatic Updates:** Benefit from a system that's always current, with regular updates and enhancements delivered seamlessly.
- **Insightful Reporting:** Gain valuable insights into permitting data, making data analysis and forecasting more accessible and actionable.
- **Continuous Improvement and Support:** Demonstrating a commitment to continuous product enhancement, Cloudpermit actively incorporates industry standards and user feedback, ensuring the Permitting product stays technologically advanced with regular feature updates and improvements.

Designed with both flexibility and efficiency at its core, this product not only simplifies the workflow from application to issuance but also ensures a user-friendly experience for applicants and municipal administrators alike. Our aim is to eliminate the need for time-consuming manual processes and foster a more responsive municipal operation.

Applying for a Permit

Cloudpermit's Application Wizard offers an intuitive and streamlined experience for permitting, ensuring that each step from initial application creation to final submission is clear and efficient.

Seamless Application Creation:

- **Intuitive User Interface:** From the dashboard, the wizard leads users through the entire process of creating and submitting permit applications, tailored to a variety of building needs.
- **State and Municipality Selection:** Applicants start by selecting the state and municipality for their application, which automatically tailors the application process to comply with local regulations and available application types.
- **Permit Category and Application Selection:** For Building, applicants specify their building category and application, allowing for a customized application process that meets the specific requirements and processes in Cloudpermit.

Collaborative and Flexible Drafting:

- **Draft Workspace:** A draft workspace with a "Required Tasks" progress bar visually guides applicants through the necessary steps to complete their application, related to the selected permit or registry category.
- **Adding Parties to Applications:** The wizard facilitates the addition of individuals and contractors as parties within the application workspace. Invitations are sent via email, and upon acceptance, parties can take part in the application process within designated permissions.

- **Automatic invitations:** Invitations are sent to email addresses provided, ensuring streamlined collaboration.
- **Manual entry options:** Parties can be activated at once if they lack an email account.
- **Existing contractor partners:** Contractor partners in the user's account database are instantly active in the new application when added.
- **Inviting a new contractor:** Creates a new contractor account, enabling access to application data for all contractor members.

Efficient Submission Process:

- **Customized Application Data:** The wizard dynamically adjusts the required application information based on the registry category and trade(s) selected, ensuring that applicants always have the correct form.
- **Digital Signing and Submission:** Upon completing all required information, applicants complete their application with a digital signature before submitting it directly to the municipal department via Cloudpermit, marking a move towards a more transparent and efficient review process.

Navigating the Permitting Process

Cloudpermit's Permitting product is designed to facilitate a smooth transition through various phases of the permitting process, ensuring that local governments can manage applications and issuances efficiently and transparently.

- **Review and Circulation:** Upon submission, applications undergo a thorough review by municipal authorities. For specific permit types, applications may be circulated to third-party organizations for additional evaluations.
- **Inspections:** Certain permits require inspections before issuance. Cloudpermit schedules and tracks these inspections, ensuring compliance with municipal standards.
- **Permit Issuance:** After successful review and inspection, the municipal authority issues the permit. Cloudpermit automates the creation of the permit, including setting the issue date, validity period, and expiration date.
- **Archival Status:** Completed permits and all associated data can be assigned an archival status in Cloudpermit. The permit remains available for future reference, ensuring a secure record of all permitting activities.

Functionality Overview

Cloudpermit's Permitting product elevates the management of municipal permitting through a robust suite of features, designed to optimize every aspect of the workflow. Here's how these features work together to provide a seamless, efficient experience:

- **Comprehensive Permit Oversight:** The "Project View" and "Property View" functionalities offer a panoramic and detailed view of all permits, making management straightforward and transparent.

- **Automated Alerts System:** Notifications and alerts keep all stakeholders up to date on crucial permitting milestones and requirements, reducing the risk of oversight.
- **Streamlined Inspections:** The integration of inspections into the permitting process ensures that compliance is maintained without complicating the workflow.
- **Simplified Document Handling:** A centralized document management system allows for efficient storage, retrieval, and submission of necessary permitting documents.
- **Seamless Data Integration:** The data import feature makes migrating existing permit data into Cloudpermit a hassle-free process, enhancing initial setup and ongoing operations.
- **Proactive Fee Management:** Late fees management automates the calculation and enforcement of penalties, ensuring accuracy and fairness in fee assessment.
- **Insightful Reporting:** Comprehensive report management tools enable the generation of detailed reports, offering valuable insights into the permitting landscape. These include:
 - **Permit Reports:** Generate reports on submitted applications and issued permits, offering a detailed view of permitting activities within selected times and categories.
 - **Payment Reports:** Track and analyze online payments and fees, offering insights into financial transactions associated with the permitting process.
 - **Inspection Reports:** Facilitate regulatory compliance and public safety through detailed reports on inspections, site visits, open inspections, and orders, ensuring all permitting requirements are met.
 - **Review Reports:** Compile data on review activities and events, helping municipalities assess the efficiency of the review process and identify areas for improvement.

Together, these features form the backbone of Cloudpermit's Permitting product, ensuring that building department staff and contractors can navigate the permitting process with greater ease, accuracy, and efficiency. More detailed descriptions along with functionality and settings are provided in the following Descriptions and Functionality section.

Descriptions and Functionality

This section provides an in-depth look at the settings and configuration options available for each feature within the Cloudpermit Permitting product, allowing for tailored setup and optimal performance.

Application Submission Process

- **Description:** Enables the creation of applications tied to specific projects or properties through a user dashboard and application creation wizard.
- **Functionality:**
 - **User Dashboard:** Central hub for initiating applications.

- **Application Creation Wizard:** Guides users through the setup process to create the appropriate workspace.

Archive/Inactive View

- **Description:** Allows completed permits and associated data to be set as Archived and stored for future reference, ensuring a secure record of all building activities.
- **Functionality:**
 - **Data Archiving:** Disabling workspace features and setting Archive status.
 - **Future Accessibility:** Easy retrieval of archived data for reference.

Attachments

- **Description:** Supports the attachment of necessary documents during the application process, with visibility control features.
- **Functionality:**
 - **Configurable Requirements:** Set necessary attachments based on application type.
 - **Visibility Control:** Manage who can see the attachments within the workspace.

Case/Workspace Package

- **Description:** Enables authority users to generate downloadable packages with information from specific workspaces, tailored for various purposes.
- **Functionality:**
 - **Configurable Packages:** Tailor packages for record keeping or legal cases.
 - **Authority-Only Access:** Restricts package generation and download to authority users.

Configurable Application Numbering

- **Description:** Offers automated and flexible options for assigning application or case numbers.
- **Functionality:**
 - **Manual Assignment:** Flexibility without automation.
 - **Cloudpermit Application Number:** Automated number generation by Cloudpermit.
 - **Custom Application Number:** Combines automation with custom formatting options.

Configurable Standard Phrases

- **Description:** Allows commonly used phrases to be pre-configured for easy selection during application processing.
- **Functionality:**
 - **Phrase Library:** Users can select from a list of standard phrases.
 - **Category Organization:** Phrases are organized by related categories.

Data Import

- **Description:** Supports the importation of necessary data for setting up the permitting system, enhancing initial setup and ongoing operations.
- **Functionality:**
 - **Workspace Creation:** Facilitates setup of application workspaces from imported data (tombstone data, inspections, and attachments).
 - **Historical Data Handling:** Manages the integration of existing records.

Document/Templates

- **Description:** Provides customizable document and template options to fit the specific needs of permitting processes.
- **Functionality:**
 - **Editable Templates:** Diverse user-data driven template options modified using HTML and CSS (various forms for application, sign-off, permit, inspections, fees, payment, and order templates).

Email Notifications

- **Description:** Enables configurable email notifications about various events in the permitting process.
- **Functionality:**
 - **Opt-in Settings:** Users can choose which notifications to receive.
 - **Event-Based Notifications:** Automated alerts for key permitting events.

Fees and Payments

- **Description:** Manages fee schedules and facilitates payment processing within the permitting application.
- **Functionality:**
 - **Configurable Fee Schedules:** Set fixed or calculated fees.
 - **Payment Notifications:** Informs applicants of due payments and confirmation.

GIS Integration

- **Description:** Enhances property identification accuracy by integrating with municipal GIS systems.
- **Functionality:**
 - **Property Data Accuracy:** Ensures precise location and property details.

Inspections

- **Description:** Manages the scheduling and documentation of required inspections for permit applications. The available add-on option through Cloudpermit's Inspector App offers offline inspection capabilities.
- **Functionality:**
 - **Inspection Scheduling:** Organize inspections according to permit requirements.
 - **Compliance Tracking:** Ensures inspections adhere to municipal standards (dispatch, time tracking/management, orders, quick pass, internal notes, deficiencies – phrases).
 - **Offline Inspections:** Handled through Cloudpermit Inspector App (add-on).

Issuance

- **Description:** Automates the process of issuance after successful application review and/or inspections.
- **Functionality:**
 - **Automated Application/Permit Creation:** Streamlines the issuance process.
 - **Validity Tracking:** Manages issue dates, validity periods, and expiration dates.

Messaging and Notifications

- **Description:** Facilitates communication between all parties involved in the permitting process through an integrated messaging system.
- **Functionality:**
 - **Direct and Public Messaging:** Supports both private and public communications.
 - **Email Notifications for Unread Messages:** Alerts users to new messages.

Multi-language Support

- **Description:** Provides support for multiple languages in citizen-facing functionalities, enhancing accessibility and user experience.

Pre-consultation Meeting

- **Description:** Tracks preliminary meetings with municipal staff to receive detailed information on requirements and potential issues.
- **Functionality:**
 - **Comprehensive Discussion:** Communicate and document zoning requirements, building codes, necessary permits, and other regulations.
 - **Documentation Guidance:** Outline the required documentation and steps for formal application submission.

Processing Times

- **Description:** Defines specific points to start and stop tracking processing time for each application.
- **Functionality:**
 - **Customizable Parameters:** Set specific start and end points for various stages.
 - **Automated Tracking:** Automatically record timestamps at defined stages.
 - **Dashboard Integration:** Set alerts for applications nearing or exceeding time limits.
 - **Customizable Reports:** Tailor reports to specific needs and metrics.

Project View

- **Description:** Organizes similar workspaces into a single project container, offering a comprehensive view of all related activities.
- **Functionality:**
 - **Consolidated Project Information:** Displays all relevant data in one view.
 - **Status and Payment Tracking:** Offers updates on project progress and financials.

Property View

- **Description:** Offers a detailed view of all workspaces related to a specific property, enhancing oversight and management.
- **Functionality:**
 - **Automated Data Aggregation:** Collects and displays information specific to a property.
 - **Condition and Application Tracking:** Provides updates on conditions and ongoing applications.

Report Management

- **Description:** Generates comprehensive reports (csv/pdf) on permitting activities, offering insights into application processes and outcomes.
- **Functionality:**
 - **Customizable Reports:** Tailors reports to meet specific informational needs (operational reports, payments, inspections, reviews, etc.).
 - **Data-Driven Insights:** Supports strategic decision-making through detailed analyses.

Review and Circulation

- **Description:** Ensures thorough review of applications and facilitates the circulation of documents to necessary parties for additional evaluation.
- **Functionality:**
 - **Detailed Review Process:** Incorporates both internal and external evaluations and task tracking.
 - **Circulation Management:** Manages the sharing of applications with relevant stakeholders.

Support Portal and Help Documentation

- **Description:** Provides a comprehensive resource hub with guides, videos, and release notes to aid users in navigating the platform.
- **Functionality:**
 - **Extensive Help Resources:** Offers detailed articles and video tutorials.

User Management

- **Description:** Allows for the administration of user roles and permissions, ensuring that each user has proper access to the platform/product.
- **Functionality:**
 - **Add New Users:** Offers the capability to add new users to the system, assigning roles and access levels based on their responsibilities.
 - **Edit Existing Users:** Allows administrators to modify user details, such as first and last names, and update roles and permissions as needed.
 - **Roles/Permissions:** Enables control over what each user can access and perform within the system, including granting inspection qualifications and managing inspection-related permissions.

Violations/Deficiencies

Description: Manages records of any violations or deficiencies noted during the permitting process, ensuring compliance and accountability.

Appendix 1: Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may integrate a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

Standard Configurable Third-Party Integrations

Cloudpermit offers integration with a variety of third-party systems, enhancing the functionality and flexibility of its permitting platform. These integrations are designed to streamline processes, improve data accuracy, and enhance user experience for municipalities and their constituents.

Integrations:

- **Geographic Information System (GIS):** Cloudpermit integrates with leading GIS providers like ESRI ArcGIS and CartoVista, allowing municipalities to accurately search and retrieve property information, enhancing the precision of permitting processes.
- **Online Payment:** Cloudpermit supports a wide array of online payment providers, ensuring flexibility and convenience for municipalities and their users. The platform integrates seamlessly with leading payment gateways and providers, including but not limited to:
 - **Payment Gateways:** Allpaid, ACI, Authorize.net, Bambora, CCP / NIC (PayPort), Clover, Elavon, E-xact, ePay, Government Window, InvoiceCloud, Merchante, Moneris, MSB, OpenEdge / Global, Payeezy, PayNowLink, Paymentus, Paypoint, Payport, PayPal, Point & Pay, PSN, Square, Stripe, Xpress Bill Pay.
- **Archival/Markup:**
 - **Markup:** DigEplans
 - **Archival:** LaserFische
- **Authentication Services:** Using Open ID Connect (OIDC), Cloudpermit integrates with authentication systems like Azure AD, ensuring secure and straightforward user access management.
- **Multi-Factor Authentication (MFA):** For added security, Cloudpermit can support MFA integrations, such as Duo, to safeguard user accounts and sensitive data.

Customized Integrations (Paid Engagements)

While Cloudpermit provides a comprehensive range of standard integrations, there may be instances where these offerings do not fully meet the specific requirements of a municipality. In such cases, Cloudpermit is equipped to develop custom solutions or adapt existing ones. These customized integrations are outside the standard offerings provided with the platform and are treated as separate, paid engagements. This ensures that each municipality's unique needs are addressed with precision and tailored functionality, enhancing the overall efficiency and effectiveness of the Cloudpermit platform.



**CLOUDPERMIT
IMPLEMENTATION MODEL**



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CLOUDPERMIT IMPLEMENTATION DESCRIPTION

The implementation model, described herein, details the proven model used to implement the various products offered by Cloudpermit for a new public-facing solution for the Customer. This is accomplished through a five-stage implementation process: Stage 1 – Kickoff, Stage 2 – Workshop, Stage 3 – Configuration, Stage 4 - Training & Testing and Stage 5 - Go Live.

The product(s) to be implemented is identified on the approved order form and is inclusive of the functionality that is identified in the product specific documentation.

Any services not listed on the Order Form are considered out of scope and can only be added through an agreed upon change order.

IMPLEMENTATION TIMELINE

The implementation schedule for Cloudpermit is mutually agreed upon prior to the Kickoff meeting and documented with a project plan. Any modifications or extensions to the project plan will be requested through the customer’s authorized representative and evaluated by Cloudpermit Head of Professional Services for review and discussion. If this modification or extension is granted, Cloudpermit will provide a change order to be signed by the Customer. Cloudpermit standard implementation timeline is detailed below.

Cloudpermit Estimated Project Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	
Building Department	5-6 weeks																			
By-Law or Code Enforcement						4-5 Weeks														
Planning Department										8-10 weeks										



To manage this timeline, Cloudpermit Implementation Specialist will establish a weekly meeting checkpoint to ensure the implementation is on track and weekly action items are achieved.

IMPLEMENTATION MODEL

As part of the Implementation Model, Cloudpermit and the Customer will be responsible for performing tasks throughout the various stages of the implementation process. The following is a description of tasks needed to successfully complete the implementation of the Cloudpermit Product. For a more detailed description please refer to the Cloudpermit Implementation Methodology documentation.

Kickoff

A meeting between Cloudpermit and the Customers staff and key stakeholders to provide an overview of the product, discuss the goals and objectives and the agreed upon project schedule to establish a plan for a successful implementation.

Workshop

Cloudpermit solution is built on standard, out of the box, functionality. The workshop will ensure that the Implementation Specialist has a full understanding of the business processes, the details the municipality needs to collect from the applicant, fee schedules and any templates which needs to be generated. Cloudpermit standard out of the box solution integrates with ESRI ArcGIS through a REST(API) to establish the property location and also integrates with certain Payment Providers to allow for online payments. Cloudpermit encourages the use of 3rd party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3rd party payment providers, however, if the municipality uses another 3rd party vendor, then a custom integration is needed and could impact the schedule. This should be identified as soon as possible to minimize the impact to the schedule.

Note: Any Non-Standard Integrations are subject to additional Scope and costs.

Configuration

Configuration of Cloudpermit with the features and functionalities needed to allow the customer the ability to process applications using the online Cloudpermit solution.

Training & Testing

Cloudpermit Implementation Specialist will provide two (2) standard training sessions to key users of the system to ensure the customer can successfully test the product.

Additional Training: Cloudpermit's training is built to ensure the customer is ready to utilize the software to its full extent. In some cases, additional training is necessary during implementation or Post Go Live. The customer can order additional training according to Cloudpermit's price list.

Go Live

Go Live includes a Go/No Go decision prior to a scheduled Go Live meeting where the training environment configuration will be promoted to the production. At the Go Live meeting the customer will



submit their first Customer permit/application and/or create their first case in Cloudpermit to satisfy the Customers go live.

MILESTONES & ACCEPTANCE CRITERIA

Milestones are used for acceptance of various steps within the Implementation process. At the completion of each milestone the client will receive a Milestone Acceptance Document to be signed accepting that the tasks provided within each milestone have been completed. It is agreed that the Customer will accept each Milestone, unless such Milestone contains a “go live blocker” defect and Customer so notifies Cloudpermit, in writing, within 5 business days of the Milestone Acceptance Request. Milestones that do not receive notification of non-acceptance within 5 business days will be deemed accepted.

Milestone Number	Milestone Description	Billable Amount
M1	Project Plan Acceptance	50%
M2	The kickoff, configuration, and 1 st training sessions has been completed	50%
	Go Live tasks have been completed and the first permit/application is entered in Cloudpermit production Environment.	

Once Cloudpermit has provided corrections, Customer will have Seven (7) business days to verify that the corrections are sufficient and to provide written notice of any failure to correct a Go Live Blocker. If no written notification is provided, the corrections and the Milestone will be deemed accepted.

Cloudpermit will correct all Go Live Blockers as described above and handle Post Go Live issues within a reasonable Post Go Live window. All other Defects will be tracked for potential future releases. Notice of any Go Live Blocker defect must be provided to Cloudpermit in writing.

CHANGE MANAGEMENT

Cloudpermit Implementation Model provides a comprehensive, fully inclusive approach to implement the Cloudpermit solution. During the implementation process, additional needs may be identified for the Customer, that are outside of the project scope. These items once identified will be managed through a Change Request. The Change Order will identify the request, detail the requirements and justification and any scheduling or cost implications resulting from the change Request.

ADDITIONAL SERVICES COST

Additional Services are available from the Professional Services team that may not be included in the previously agreed upon scope. Cloudpermit can provide additional services as per the price list and through a change order

For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem.

Additional Services Price List

Prices in CAD valid as of March 2024

Category	Description of Services	Rate	Billable
Professional Services	Hourly Rate	\$240	<i>Per Hour</i>
Additional Training (remote)	2 hours with recording	\$2,025	<i>Per Session</i>
Additional Training (Onsite)	First day of Onsite training (recording and travel is included)	\$4,050	<i>Per Project</i>
Additional Training (Onsite)	Second and Third day of Onsite training, up to 3 days max of Onsite training	\$1,350	<i>Per Day</i>
Data Import	Data import of 1 Product	\$4,050	<i>Upon Delivery</i>
Data Import	Data import of 2 Products	\$6,750	<i>Upon Delivery</i>
Data Import	Data import of 3 Products	\$8,100	<i>Upon Delivery</i>
Data Import	Data import of 4 or more Products	\$9,450	<i>Upon Delivery</i>
GIS Hosting	Integration ESRI - Implementation	Based on Scope	<i>Upon Delivery</i>
	Integration ESRI - Subscription	Based on Scope	<i>Annually</i>
Integration - AD (Azure)	AD (Azure) - Implementation	\$945	<i>Upon Delivery</i>
	AD (Azure) - Subscription	\$675	<i>Annually</i>
Integration - Bluebeam	Bluebeam - Implementation	TBD	<i>Upon Delivery</i>
	Bluebeam - Subscription	TBD	<i>Annually</i>
Integration - DigEplan	DigEplan - Implementation	\$2,025	<i>Upon Delivery</i>
	DigEplan - Subscription	\$1,350	<i>Annually</i>
Integration - Laserfiche	Laserfiche - Implementation	\$4,050	<i>Upon Delivery</i>
	Laserfiche - Subscription	\$3,375	<i>Annually</i>
Integration - Online Payments	Online Payments - Implementation	Based on Complexity	<i>Upon Delivery</i>
	Online Payments - Subscription	\$1,000	<i>Per Project</i>

Integration - SSO	<i>SSO Open ID - Implementation</i>	<i>\$950</i>	<i>Upon Delivery</i>
	SSO Open ID - Subscription	\$950	<i>Per Project</i>
Integration - Vizzly	Vizzly - Implementation	TBD	<i>Upon Delivery</i>
	Vizzly - Subscription	TBD	<i>Per Project</i>
Integration – Out of Scope	Out of Scope - Implementation	Based on Scope	<i>Upon Delivery</i>
	Out of Scope - Subscription	\$675	<i>Annually</i>