

PermitRocket Software, LLC

Products and Services

Product	Annual Unlimited User Subscription License	Net Price
ePermitHub Digital Plan Room Early Adopter Subscription License via NCPA (Not to Exceed) - Accela Civic Platform Embedded Version	1	\$81,314
Total Subscription Fees		\$81,314

Other Terms and Conditions

- Annual Subscription fees do not include hardware or equipment, such as desktop computers, monitors, mobile devices, etc.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Customer Technical Contact

Name: _____

Title: _____

Email: _____

Phone: _____

PERMITROCKET SUBSCRIPTION TERMS AND CONDITIONS FOR ACCELA HOSTED CUSTOMERS

These Subscription Terms and Conditions (“Terms”) apply to customers using PermitRocket’s ePermitHub Digital Plan Room product embedded within Accela’s Civic Platform software and hosted within Accela’s Cloud.

1. As used herein, “PermitRocket” refers to PermitRocket Software, LLC. and “Customer” refers to the subscribing customer designated on the attached Order. PermitRocket and Customer are collectively designated as the “Parties”.
2. These Terms are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
3. Customer’s subscription term commences on the date PermitRocket provides appropriate access credentials to Customer’s designated technical contact, indicating that the application services identified in the Order (“Subscribed Services”) are available for Customer’s subscription use. Said date is Customer’s “Service Date” for purposes of designating the start of any subscription term.
4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer’s subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer’s subscription terms, Customer’s subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term’s annual fees unless PermitRocket notifies Customer otherwise not less than ninety (90) calendar days prior to the end of said prior term. Any price increase will be capped at the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics or 5%, whichever is lower, and will be effective at the start of the renewal term. Customer may opt-out from said automatic renewal by providing written notice to PermitRocket not less than

PermitRocket Software, LLC

sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term.

5. In exchange for its use of the Subscribed Services, Customer will pay to PermitRocket the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are nonrefundable, except as otherwise specifically-provided herein. Pursuant to Florida Statutes Chapter 212 City does not pay Federal Excise Tax or Florida Sales Tax and its tax exemption number is 85-8013875578C-1. PermitRocket is solely responsible for taxes assessable against it based on its income, property and employees.
6. The Subscribed Services are protected under the laws of the United States and the individual States and by international treaty provisions. PermitRocket retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by PermitRocket; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by PermitRocket. PermitRocket will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by PermitRocket regarding future functionality or features.
7. PermitRocket warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, PermitRocket may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. PermitRocket will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.
8. PermitRocket has no obligation for any claim based upon a modified version of the

PermitRocket Software, LLC

Subscribed Services, where such modifications were not made or authorized by PermitRocket, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by PermitRocket. PermitRocket provides no warranty whatsoever for any third-party hardware or software products. **Except as expressly set forth herein, PermitRocket disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. Where applicable, the Subscribed Services will be hosted by PermitRocket at a physically secure commercial third-party hosting facility. PermitRocket will perform system administration duties as required to maintain the service levels described below and to exercise best efforts at restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. PermitRocket will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.
10. PermitRocket will endeavor to provide Customer with no less than seventy-two (72) hours notice prior to Subscribed Services unavailability due to planned maintenance; PermitRocket will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. PermitRocket will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.
11. PermitRocket will (a) make the Services and Content available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable PermitRocket standard support for the Services to Customer at no additional charge, (c) use best efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PermitRocket shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-PermitRocket maintained systems or networks (including the portions of the service hosted by Accela), or denial of service attack.
12. In support of the Subscribed Services, PermitRocket will provide Customer with a) a telephone number to contact PermitRocket's live technical support facility, which is available from 8:00 a.m. until 8:00 p.m. Eastern time Monday through Friday, excluding PermitRocket's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which PermitRocket will address during its regular business hours; and c) access to archived software updates and

PermitRocket Software, LLC

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

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

13. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by PermitRocket outside of PermitRocket's usual working hours; c) Services required due to

PermitRocket Software, LLC

external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by PermitRocket; or d) Services required to resolve or work-around conditions which cannot be reproduced in PermitRocket's support environment.

14. Customer warrants that it owns or has been authorized to provide the data to PermitRocket. Customer retains full ownership of said data and grants to PermitRocket a limited, nonexclusive, nontransferable license to use said data only to perform PermitRocket's obligations in accordance with these Terms.
15. Throughout the term of the agreement, Accela maintains control of all PermitRocket related Customer data. Customer will reference their Accela hosting agreement for terms associated with data copy or extraction requirements.
16. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique usernames and passwords ("Logins").
17. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by PermitRocket. Customer agrees that PermitRocket is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by PermitRocket.
18. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, PermitRocket will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.
19. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either PermitRocket or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the

PermitRocket Software, LLC

Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral, written, graphic, and/or machine readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not “Confidential Information” within the meaning of this Section: a) information which is in Recipient’s possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party’s intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a State’s public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

20. PERMITROCKET WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL PERMITROCKET’S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO PERMITROCKET BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF PERMITROCKET OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. If PermitRocket is delayed in its performance of any obligation hereunder to causes or effects beyond its control, PermitRocket will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

PermitRocket Software, LLC

- 22. PermitRocket may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 23. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 24. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 17, 20, and 25 will survive the End of Term. Section 19 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.
- 25. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

ATTEST:

PermitRocket Software LLC

Marilyn Martin, Manager

By: _____
Maykel Martin, Manager

PermitRocket Software, LLC

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Maykel Martin as Manager for PermitRocket Software LLC

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____