

Gray Quarter Hosted Services Terms

Please read these Hosted Services Terms (these “**Terms**”) carefully. These Terms, policies referenced in these Terms, and all Orders (as defined below) issued in hereunder (collectively, the “**Agreement**”) is between Gray Quarter Inc. (“**Gray Quarter**”) and the entity identified in an Order (“**Customer**”). The Agreement is effective as of the effective date listed in the first Order and governs Customer’s use of Gray Quarter’s Hosted Services (as defined below).

CHANGES TO TERMS. Gray Quarter may make modifications, deletions, and additions to these Terms or any policy referenced in these Terms (“**Changes**”) from time to time. Changes will be posted here or at the applicable policy site. Customer should regularly check for the most recent version of these Terms and its policies and save the most up-to-date version of these Terms and its policies in Customer’s files. When Changes are made, Gray Quarter will indicate the effective date of such changes at the top of these Terms or the applicable policy site. If Customer continues to use the Services after the effective date of any Changes, then Customer agrees to the revised terms and conditions. In some instances, Gray Quarter may notify Customer of a Change, and may request express confirmation of Customer’s consent to a Change. If a Change requires a specific notice pursuant to applicable law, Gray Quarter will provide Customer with such notice in the manner prescribed by applicable law. It is Customer’s responsibility to regularly review these Terms.

No terms contained in any purchase order or ordering document or other written communication from Customer or its agent will in any way modify the Agreement, any such terms being expressly disclaimed by Gray Quarter.

1. Definitions.

- 1.1. “**Content**” means, in whole or part, the information, documents, software, products and services, including copies, modifications and derivatives of the foregoing, and all related Intellectual Property Rights of the foregoing.
- 1.2. “**Customer Data**” means any Data provided by Customer to the Hosted Services.
- 1.3. “**Data**” means any data, information or material as provided or made available by Gray Quarter or Customer in connection with the Agreement.
- 1.4. “**Gray Quarter Technology**” means all Gray Quarter proprietary technology made available to Customer in providing the Hosted Services, including the software components provided for install on Customer infrastructure, if any.
- 1.5. “**Hosted Services**” means Gray Quarter's software services being granted access to under the Agreement for the benefit of Customer. Gray Quarter may perform certain aspects of the Hosted Services, such as service administration and application management support, as well as other services from locations and through use of subcontractors worldwide.
- 1.6. “**Intellectual Property Rights**” means patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights and derivatives, as well as other forms of protection of a similar nature.
- 1.7. “**Personally Identifiable Information**” means any data, information, or material provided by Customer's consumers, patrons, and clients, whether or not they use Hosted Services (collectively, “**Customer’s Customers**”) to Customer that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
- 1.8. “**Quote**” or “**Order**” means that Gray Quarter-issued document that specifies the Gray Quarter Technology ordered by Customer and includes information related to pricing and duration of access to the Hosted Services.

1.9. “**Support Level Agreement**” means Gray Quarter's standard policy for providing Hosted Services that may be found on Gray Quarter's website at www.grayquarter.com. Any updated Service Level Agreement as posted may be amended from time to time in Gray Quarter's sole discretion in accordance with the change of terms provision listed above.

2. License Grant and Restrictions.

2.1. Gray Quarter grants Customer a non-exclusive, non-transferable, worldwide right to access and use the Hosted Services and related Gray Quarter Technology, solely for its own internal business purposes, subject to the terms and conditions of the Agreement in addition to the extent of authorizations acquired by Customer as specified in the Quote.

2.2. Customer agrees not to: (a) license, sublicense, sell, resell, lease, rent, transfer, assign, distribute or otherwise make available to any third party the Hosted Services or any Gray Quarter Technology; (b) copy, distribute, modify, or make derivative works based upon the Hosted Services or any Gray Quarter Technology; (c) reverse engineer, decompile, or attempt to obtain the source code or algorithms of any of the Hosted Services or any Gray Quarter Technology; (d) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the Hosted Services or Gray Quarter Technology; (e) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, or programs to or from the Hosted Services or Gray Quarter Technology; (f) interfere with or disrupt the integrity or performance of the Hosted Services or Gray Quarter Technology; (g) attempt to gain unauthorized access to the Gray Quarter Technology or Hosted Services or its systems or networks; (h) make any attempt to circumvent the technological measures that control access to or use of the Hosted Services or Gray Quarter Technology; or (i) use the Hosted Services or Gray Quarter Technology in violation of applicable law.

2.3. Unless otherwise agreed by Gray Quarter, Customer agrees to utilize the Hosted Services and Gray Quarter Technology only for its internal business purposes and will not act as a contracted service bureau or type of commercial application service provider that allows for third party access to the Hosted Services in exchange for a fee or profit or even on an unpaid basis.

3. **Customer Responsibilities.** Customer is responsible for all activity occurring under Customer's use of Hosted Services and will abide by all applicable laws, treaties, and regulations in connection with its use of the Hosted Services. Customer agrees to: (a) be responsible for the use of the Hosted Services in compliance with the Agreement by all to whom Customer has given access; (b) promptly notify Gray Quarter of any known or suspected unauthorized use of Hosted Services or any other breach of security of the Hosted Services; and (c) cooperate with Gray Quarter's investigation of outages, technical issues, security problems, unauthorized use of the Hosted Services, or any suspected breach of the Agreement, or any applicable law, court order, rule or regulation, (d) provide sufficient access to the applicable portions of the Accela System used by Customer so that interfacing can occur.

4. **Gray Quarter Responsibilities.** Gray Quarter agrees to provide Customer access to its Hosted Services and Gray Quarter Technology during the term and per the terms and conditions of the Agreement. In its sole discretion, Gray Quarter may make changes to or update the Hosted Services and/or Gray Quarter Technology, such as infrastructure, security, technical configurations, application features, and the like, to reflect changes in, among other things laws, regulations, rules, technology, industry practices, patterns of system use and availability, and security. Gray Quarter will make its best efforts to not materially reduce the level of performance, functionality, security, or availability of the Hosted Services during the applicable term under the Agreement. Gray Quarter will take commercially reasonable steps, or cause such commercially reasonable steps to be taken, designed to prevent security breaches of the Hosted Services.

5. **Availability and Support.** Service administration and technical support for the Hosted Services will be set forth in Gray Quarter's Support Level Agreement.

6. **Use of the Internet.** Customer acknowledges and agrees that the internet, and communications over it, may not be absolutely secure and connecting to the internet provides the opportunity for unauthorized access to computer

systems, networks, and all data stored therein. Data transmitted through the internet or stored on any equipment through which data is transmitted may not remain confidential and Gray Quarter does not make any representation or warranty regarding the privacy, security, authenticity, or non-corruption or destruction of any such Data. Use of the internet is at Customer's own risk.

7. Privacy Policy, Customer Data, and Personally Identifiable Information.

- 7.1. Gray Quarter is concerned with the security of the data it will collect while providing Hosted Services to Customer and will utilize commercially reasonable protocols to prevent unauthorized access to that information. Such protocols include policies, procedures, employee training, physical access and technical essentials relating to data access controls. In addition, Gray Quarter uses standard security protocols to facilitate the exchange and the transmission of data. Gray Quarter does not process data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized.
- 7.2. If Customer Data is, or is reasonably believed to have been, acquired by unauthorized person(s), Gray Quarter will use its best efforts and commercially reasonable procedures to determine the scope of the breach and to ensure or restore the integrity of the Hosted Services. In the event of a breach, Gray Quarter will promptly notify Customer of the breach. Gray Quarter may delay notification if Gray Quarter or a law enforcement agency reasonably determines that the notification will impede a criminal investigation. In such a case, notification will not be provided until Gray Quarter or the law enforcement agency reasonably determines that notification will not compromise the investigation.
- 7.3. Gray Quarter does not own any Customer Data or Personally Identifiable Information. Customer Data is Customer's proprietary and confidential information and will not be accessed, used, or disclosed by Gray Quarter except for the limited purpose of: (a) supporting Customer's use of the Hosted Services; (b) improve or enhance the Hosted Services and Gray Quarter Technology; (c) monitor Customer's use of the Hosted Services; (d) enforcement of the Agreement; and (e) share with any of Gray Quarter's affiliates, third party service providers and subcontractors who need to know such information in order to provide the Hosted Services to Customer. Customer has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the Customer Data. Gray Quarter makes no other warranty or representation regarding the security of Customer Data. Furthermore, except as to Gray Quarter's express obligations set forth in the Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Customer Data by unauthorized persons. Notwithstanding the foregoing, Customer shall not be responsible for any such damage or loss to the extent caused by Gray Quarter's gross negligence, willful misconduct, or violation of applicable law.
- 7.4. Personally Identifiable Information is Customer's proprietary and confidential information. Although Gray Quarter is capable of accommodating the secure access, use, and processing of Personally Identifiable Information, no Personally Identifiable Information will be accessed, used, processed, or disclosed by Gray Quarter in supporting Customer's use of the Hosted Services. Customer has the sole responsibility for the accuracy, legality, reliability, and protection and fortification and safety of Personally Identifiable Information of Customer's clients. Gray Quarter makes no other warranty or representation regarding the security of Personally Identifiable Information. Furthermore, except as to Gray Quarter's express obligations set forth in the Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Personally Identifiable Information by unauthorized persons. Notwithstanding the foregoing, Customer shall not be responsible for any such damage or loss to the extent caused by Gray Quarter's gross negligence, willful misconduct, or violation of applicable law.
- 7.5. Gray Quarter reserves the right in its unfettered discretion to modify or change its Privacy Policy to adhere to standards and custom within the industry and as may be required by law. Any posting of an updated Privacy Policy may be found on Gray Quarter's website ("**Privacy Policy**"). Any updated Service Level Agreement as posted may be amended from time to time in Gray Quarter's sole discretion without notice to Customer. Gray Quarter shall promptly notify Customer of any amendment to its Privacy Policy or Service Level Agreement.

8. Intellectual Property Ownership.

8.1. Gray Quarter, its licensors or third-party service provider, as applicable, owns all right, title, and interest, in and to the Gray Quarter Technology, Content, and the Hosted Services, including all Intellectual Property Rights in the foregoing, and all will remain the exclusive property of Gray Quarter or its licensors or third-party service providers.

8.2. This Agreement is not a sale and does not convey any rights of ownership in the Gray Quarter Technology, Content, or Hosted Services. Customer acknowledges and agrees that any enhancements or modifications to the Hosted Services based upon Customer's requests, recommendations, or other feedback, are and will remain the exclusive property of Gray Quarter and/or its licensors or third-part service providers. This ownership is protected not only by the laws of the State of California but also by the laws United States and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of the Agreement, Customer agrees to use reasonable means to protect the Gray Quarter Technology, Content, and the Hosted Services from unauthorized use, reproduction, distribution, or publication. Gray Quarter reserves all rights not specifically granted in the Agreement. Gray Quarter reserves the right to improve or make changes in its offerings of the Gray Quarter Technology, Content, and the Hosted Services at any time.

9. Fees, Billing, and Payment.

- 9.1. **Fees and Payment.** Customer will pay Gray Quarter all fees specified in the Quote. All fees are payable and due as designated in the Quote; however, if the Quote is silent on the timing of payments, Customer agrees to pay all fees within forty five 45 days from the date of the invoice sent by Gray Quarter. Unless otherwise stated in the Quote and to the extent permitted by applicable law, once due, all fees are non-cancellable and non-refundable. **With the exception of Disputed Charges, Customer will pay all fees and reasonable reimbursable expenses in full, without any setoff, recoupment, counterclaim, deduction, or withholding for any reason.**
- 9.2. **Taxes.** Fees on the Quote may not include sales, use, value added or other excise tax. Customer will pay or reimburse Gray Quarter (the latter if paid by Gray Quarter for the benefit of Customer) for all such taxes based upon the Agreement or fees payable under the Agreement (except for taxes based upon Gray Quarter's gross revenues or net income), together with any interest on such taxes that is not due to Gray Quarter's delay.
- 9.3. **Late Charges.** In addition to any other remedy available to Gray Quarter for late payments, Customer will be obligated to pay Gray Quarter interest for fees and charges not paid within sixty (60) days after the invoice date. If Customer elects to discontinue the Services and does not pay the outstanding fees and charges in full within ninety (90) days of such election, Customer will continue to be charged interest until the balance is paid in full. Customer will be responsible for any costs, including attorney's fees, incurred by Gray Quarter in collecting any past due amounts. Interest shall not exceed 1% and be agreed upon by the Customer and Gray Quarter.
- 9.4. **Disputed Charges.** Customer may not withhold payment of any invoice based on any dispute other than based on clear error on the face of the invoice, such as a calculation error. Payment by Customer will not preclude Customer from questioning any charges that Customer believes are improper or incorrect, within thirty (30) days after the invoice date. If Customer disputes any charge on a given invoice, Customer will pay all non-disputed charges and document the disputed charges in writing to Gray Quarter. Customer will notify Gray Quarter in writing, no later than thirty (30) days after the invoice date, of any questions or issues relating to items billed on an invoice or all fees and charges will stand.

10. Term and Termination.

- 10.1. **Term.** Gray Quarter's obligations to provide the Gray Quarter Technology and Hosted Services to Customer under the Agreement will commence on the date the Hosted Services are made available for access to Customer and will continue for the period specified in the Quote unless earlier suspended or terminated in accordance with these Terms.
- 10.2. **Renewal.** Customer's access to the Hosted Services and Gray Quarter Technology will automatically renew at the end of the then-current term for additional one-year periods (12 months in each period) unless either party notifies the other party in writing at least thirty (30) days prior to the renewal date of its intention not to renew. The pricing during any Renewal Term will be the same as that during the prior Term unless Gray Quarter has given Customer written notice of a pricing increase at least sixty (60) days before the end of such prior Term, in

which case the pricing increase will be effective upon Renewal Term. Any such pricing increase will not exceed five percent (5 percent) of the pricing for the relevant Hosted Services in the immediately prior Term unless the pricing in such prior Term was designated in the relevant Quote as promotional or one-time.

- 10.3. **Termination.** Customer may terminate the Agreement for any reason with sixty (60) days' advance written notice to Gray Quarter. Moreover, Customer may terminate the Agreement for cause with thirty (30) days' advance written notice to Gray Quarter. Gray Quarter reserves the right to terminate the Agreement without cause, effective as of the end of the then-current Term by thirty (30) days advance written notice. Any breach of Customer's payment obligations or unauthorized use of the Hosted Services will be deemed a material breach of the Agreement. Gray Quarter may terminate the Agreement, Customer account, or Customer's use of the Hosted Services if Customer commits a material breach of the Agreement or otherwise fails to comply with the Agreement, and such breach has not been cured within thirty (30) days after written notice of such breach.
- 10.4. **Effect of Termination.** Upon any termination or expiration of the Agreement, Customer will remove all Gray Quarter Technology that is enable within Customer infrastructure, if any.

11. Representations and Warranties.

- 11.1. **By Gray Quarter.** Gray Quarter represents and warrants that: (a) it will provide the Hosted Services in a manner consistent with general industry standards and as noted in the Support Level Agreement; (b) the Hosted Services will perform substantially in accordance with the provided documentation to Customer, if any; (c) it will use all commercially reasonable efforts to detect software viruses and other undesirable components and will promptly take all reasonable steps to remove or neutralize any such components; (d) it will use leading commercial encryption technology designed to encrypt Customer Data in its possession; and (e) to the best of Gray Quarter's knowledge, information, and belief, provision by Gray Quarter and use by Customer of the Hosted Services provided under the Agreement does not infringe upon any intellectual property right of any third party.
- 11.2. **By Customer.** Customer represents and warrants that: (a) it will be solely responsible with regard to the quality or completeness of any Customer Data; (b) it, at its own expense, will be solely responsible for establishing, operating and maintaining Customer's connection to the internet in order to interface with the Hosted Services, including but not limited to, procuring, configuring, operating and maintaining all computer hardware and software, including communications equipment, databases, electronic systems, networks, and web browsers, and modems and access lines, including Accela Systems, necessary for such connection and interface; and (c) it will use reasonable best efforts to ensure compliance with the above restrictions, noted in paragraph 2, and all other paragraphs of the Agreement.

12. Indemnification.

- 12.1. Customer will indemnify, defend and hold Gray Quarter, and each of Gray Quarter's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that access to or use of the Customer Data infringes the Intellectual Property Rights or violates any rights of confidentiality of a third party; (b) a breach of security caused by Customer or its agents or unauthorized use of the Hosted Services by Customer or its agents which results in unauthorized third party access to Customer Data or Personally Identifiable Information; (c) the gross negligence or willful misconduct of Customer; and (d) a knowing violation of applicable law by Customer. To be entitled to the benefit of this indemnity, Gray Quarter will (i) promptly give Customer written notice of the claim; (ii) provide Customer all available information and reasonable assistance in the defense and settlement of such claim; and (iii) in the case of infringement claims, at Customer's election and with Gray Quarter's consent (not to be unreasonably withheld), give Customer the sole defense and settlement of the claim.
- 12.2. Gray Quarter will indemnify, defend and hold Customer and Customer affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that the Hosted Services or any Gray Quarter Technology directly infringes an Intellectual Property Right of a third party; (b) a breach of security caused by Gray Quarter or its agents which results in unauthorized third party access to Customer Data or Personally Identifiable Information; (c) the gross negligence or willful misconduct of

Gray Quarter; and (d) a knowing violation of applicable law by Gray Quarter. To be entitled to the benefit of this indemnity, Customer will (i) promptly give Gray Quarter written notice of the claim; (ii) provide Gray Quarter all available information and reasonable assistance in the defense and settlement of such claim; and (iii) in the case of infringement claims, at Gray Quarter's election and with Customer's consent (not to be unreasonably withheld), give Gray Quarter the sole defense and settlement of the claim. These indemnity obligations apply in respect of the Subscription Services and Gray Quarter, Inc only, and are not applicable to any third party technologies or other service work performed by Gray Quarter on behalf of Customer.

13. Disclaimer. THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THE AGREEMENT ARE GRAY QUARTER'S COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, GRAY QUARTER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OF THE SUBSCRIPTION SERVICES OR GRAY QUARTER TECHNOLOGY, AND ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE SUBSCRIPTION SERVICES OR THAT CUSTOMER DATA OR PERSONALLY IDENTIFIABLE INFORMATION WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. GRAY QUARTER DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER DATA.

14. Limitations of Liability.

14.1. EXCEPT FOR CLAIMS FOR DAMAGES OR LOSSES CAUSED BY THE OWING PARTY'S BREACH OF CONFIDENTIALITY, WILLFUL MISCONDUCT, KNOWING VIOLATION OF APPLICABLE LAWS OR GROSS NEGLIGENCE, OR ARISING OUT OF BODILY INJURY, DEATH OR, DAMAGE TO PHYSICAL PROPERTY, ("EXPECTED CLAIMS") EACH PARTY'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUBSCRIPTION SERVICES UNDER THE APPLICABLE ORDER IN THE EIGHTEEN (18) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. FOR EXPECTED CLAIMS, EACH PARTY'S AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF (1) FIVE HUNDRED THOUSAND DOLLARS OR (2) THREE TIMES (3X) THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUBSCRIPTION SERVICES UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EACH PARTY WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING FROM THE SUBSCRIPTION SERVICES. THIS LIMITATION OF LIABILITY INCLUDES EACH PARTY'S AFFILIATES AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

14.2. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, EACH PARTY WILL NOT BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EACH PARTY BE LIABLE TO THE OTHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE ARISING OUT OF THE AGREEMENT, LOST PROFITS, OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION INCLUDING BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF WARRANTY WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF, OR ANY FAILURE OR DELAY IN PROVIDING THE SERVICES, HOWEVER CAUSED, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. General.

15.1. **Governing Law, Jurisdiction and Venue.** The Agreement and any related actions will be governed by laws of the state of California, without regard to the choice or conflicts of law provisions of any jurisdiction. All disputes, claims, or actions (whether in contract, tort, or other legal theory) arising under, out of, or in any way connected with the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in the County of San Bernardino, California and both parties waive any objection to jurisdiction and venue in such courts. Both parties consent to the jurisdiction of such courts and waive any right it may otherwise have to challenge the appropriateness of such forums, whether based on the doctrine of forum non conveniens or otherwise.

15.2. **Assignment.** Neither party may assign its rights or obligations under the Agreement without the prior written consent of the other party. Any purported assignment in violation of this section will be void.

15.3. **Force Majeure.** If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials,

governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes, except financial, beyond the party's reasonable control, then such party's performance will be excused for a period equal to the period of the cause for failure to perform as long as the party gives the other party notice within fifteen (15) calendar days.

days after the event causing the failure. the Agreement

15.4. **Severability.** If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

15.5. **Entire Agreement.** The Agreement comprises the entire agreement between Customer and Gray Quarter and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, regarding the subject matter hereof.

15.6. **Notice.** Any notice to be given by Customer will be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed to Gray Quarter, Inc., 8575 Morro Rd, Atascadero, CA 93422. Any notice to be given by Gray Quarter will be deemed to have been duly given if in writing and delivered personally or mailed by first class, registered, or certified mail, postage prepaid and addressed to City of San Bernardino, 290 North D Street, San Bernardino, CA 92401.

15.7. **Relationship of Parties.** No joint venture, partnership, employment, or agency relationship exists between Customer and Gray Quarter because of the Agreement.

15.8. **Waiver.** No delay or failure by either party to exercise any right or power under the Agreement will constitute a waiver of that right. A waiver by either party or breach of any of the covenants, conditions, or agreements to be performed by a party will not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement. No change, waiver, or discharge will be valid unless in writing and signed by the waiving party.

GRAY QUARTER

GRAY QUARTER, INC.

By: Brian Weber _____

Name: Brian Weber
Title: Chief Revenue Officer
Date: 10/28/24

City of San Bernardino, CA

City of San Bernardino, CA

By: _____

Name:
Title:
Date:

HOSTED SERVICE - SUPPORT LEVEL AGREEMENT

This document is incorporated by reference into the Subscription Agreement for Software as a Service entered into between Gray Quarter, Inc. ("Gray Quarter") and Customer.

Hosted Service monitoring occurs twenty-four (24) hours per day, seven (7) days per week, and three-hundred sixty-five (365) days per year. Gray Quarter will use its best efforts and commercially reasonable standards to meet a target availability service level of ninety-nine and one-half percent (99.50%) for Hosted Service (in production environment) of the term noted in the Subscription Agreement for Software as a Service.

In the event technical support is required by Customer regarding Hosted Service, Gray Quarter will provide support to Customer ("Technical Support") for Hosted Service during Gray Quarter's normal business hours defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Standard Time. After hours support for critical issues that cannot wait to be requested and addressed until the next business day may be provided through the Gray Quarter After Hours Technical Support phone number (925) 236 0070, or via email at: support@grayquarter.com

Customer may make Technical Support requests by contacting Gray Quarter electronically or telephoning Gray Quarter's Technical Support staff. Customer will provide the requestor's name, Customer name (organization/entity), and a detailed description of the issue. The Technical Support staff shall assign to the request the Problem Severity Level as determined by Gray Quarter. Customer must provide Gray Quarter with the contact information for employees who will be available outside of Customer's normal business hours, if any, should Technical Support be provided during that time. Gray Quarter will use its best efforts and commercially reasonable standards and protocol to respond to Customer's support problems within twenty-four (24) hours from Customer's initial Technical Support request.

If, during the Technical Support request, Gray Quarter determines within its sole discretion that the Technical Support request warrants a higher or lower priority level response, the Technical Support request will be upgraded or downgraded to the priority level that most appropriately reflects the issues experienced by Customer with Hosted Service.

Gray Quarter may use commercially reasonable efforts to resolve each significant issue by providing a Workaround, a code patch or a specific action plan for how Gray Quarter will address the issue for the benefit of Customer. "Workaround" means a change in the procedures followed or that Customer supplies to avoid a problem in the environment of Hosted Service without substantially impairing Customer's use of the Hosted Service. A Workaround may be either temporary or permanent in nature.

Service fees may apply to any requests outside of normal support services. These services will be provided on a time and material basis at Gray Quarter's then-current hourly rate.

For new releases of the Hosted Service, Customer and Gray Quarter will work together to define upgrade requirements and protocols and timelines so that Customer realizes little downtime to Hosted service while the environment and customizations to the new version of Hosted Service are being implemented.

If downtime is identified as greater than the defined SLA, Gray Quarter shall offer daily credit for each day identified as in breach of SLA towards future renewals if requested by customer and downtime is directly attributed to a fault by Gray Quarter in providing access to the hosted service. The credit shall be computed as $((\text{days in breach}) / 365) * (\text{amount of renewal})$.

Notwithstanding anything to the contrary in this Policy or in the Subscription Agreement for Software as a Service or any Quote or SOW, in no event, with respect to the Hosted Service, shall any service unavailability or failure to meet any service availability objectives or parameters under this Policy be deemed to be or constitute a breach by Gray Quarter of this Policy, the Subscription Agreement for Software as a Service, or Quote or SOW. Customer's right to terminate provided in the Subscription Agreement for Software as a Service shall be Customer's sole and exclusive remedy at law or in equity on account of any failure to meet any service availability objectives or parameters set forth in this Policy.

ePermitHub Subscription Software & Services Agreement

This Subscription Software & Services Agreement (this “**Agreement**”) will be effective as of the date of last signature below (“**Effective Date**”) and is entered into by and between PermitRocket Software LLC dba ePermitHub (“**Company**”) and the undersigned counterparty (“**Customer**”). This Agreement includes and incorporates the terms and conditions below, the Schedules attached hereto, any Company terms that are expressly referenced herein or that reference this Agreement, and all Order Forms and Statements of Work issued hereunder. Company and Customer are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

The parties acknowledge and agree that Gray Quarter, Inc (“**Reseller**”) acts on Company’s behalf as its reseller; accordingly, in respect of payment terms, Reseller will replace references to Company and/or Customer, as necessary within the context of the purchase and sale through Reseller. Reseller does not in any way act as Company’s agent in respect of the subject matter of this Agreement

Unless Company is notified in advance and affirms such provisions, no terms contained in a purchase order or other communication by or between Reseller or Customer will in any way modify this Agreement, any such terms being expressly disclaimed by Company.

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

City of San Bernardino, CA		PERMITROCKET SOFTWARE LLC	
By:		By:	
Name:	Rochelle Clayton	Name:	
Title:	City Manager	Title:	
Date:		Date:	
Address:	290 North D Street, 3 rd Floor San Bernardino, CA 92401	Address:	11767 S Dixie Hwy. #295, Miami, FL 33156

ATTACHMENTS

- Schedule 1 - ePermitHub Support Terms
- Schedule 2 - Customer Terms (if any)
- Schedule 3 - ePermitHub Service Level Addendum

TERMS & CONDITIONS

1. Services.

1.1. Subscription Services. Subject to the terms and conditions of this Agreement, Company will make its software-as-service technologies, together with related Software and documentation (collectively “**Subscription Services**”) available to Customer and will provide technical support (“**Support**”) for the Subscription Services as set out in Schedule 1 (Support Terms). “**Software**” means Company’s proprietary software that may be cloud-hosted by Company or used by Customer “on premise”. “**Services**”, means the Subscription Services together with Support and any Professional Services (as defined below).

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

Software and Subscription Services, including modems, hardware, servers, software, operating systems, networking, and web servers.

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

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

2. Limitations; Customer Obligations.

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

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

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

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

3. Confidentiality.

3.1. **General.** Except to the extent required by applicable law, including, but not limited to, the California Public Records Act (Gov. Code, § 7920.00 et seq.), the parties agree to hold each other's Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, other than for the legitimate purposes of this Agreement, and not to disclose it to others. For purposes of this Agreement, "**Confidential Information**" means and will include any information, materials or knowledge that is disclosed by one party or its Affiliates ("**Discloser**") to the other party or its Affiliates ("**Recipient**") during the relationship contemplated by this Agreement and concerns Discloser and its business, including business plans, roadmaps, financial condition, products, programming techniques, suppliers, technology or research and development. Recipient agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information and not using or disclosing the Confidential Information to any third party (except as necessary to perform the Services or where required by law or court order). All Confidential Information, if any, is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

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

the Disclosing Party's first disclosure thereof (excluding in respect of any trade secrets of Company, which will remain Company's Confidential Information in perpetuity).

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

4. Fees; Payment.

4.1. Fees. Customer will pay Company (or its Reseller, as applicable) the then-applicable per unit costs and other Service fees (collectively, "**Fees**") as described in one or more quotes issued by Company (or its Reseller). Details regarding the assessment of Fees for the Subscription Services are set out in one of more quotes issued by Company (or its Reseller). Company reserves the right to change the Subscription Services Fees at the end of the then-current Subscription Period and/or to institute new charges upon ninety (90) days prior notice (email being sufficient) to Customer (or Reseller, as applicable). Any Subscription Services price increase will be effective at the start of the Subscription Period immediately following Company's notice. If Customer (or Reseller) is exempt from any taxes, Customer (or Reseller) will provide Company an appropriate certificate of exemption; otherwise, Customer (or Reseller) is responsible for all taxes associated with use of the Services (other than U.S. taxes based on Company's net income).

4.2. Late Payments; Fee Disputes. If amounts owed to Company in respect of Customer's use of the Services are sixty (60) or more days overdue, without limiting its other rights and remedies, Company may suspend the Subscription Services and stop performance of the Professional Services until such amounts are paid in full. If Customer (or Reseller, as applicable) reasonably believes it has been billed incorrectly, Customer (or Reseller, as applicable) must submit a dispute to Company no later than sixty (60) days after the issuance date of the affected invoice. The parties will work promptly to resolve fee disputes in good faith, and Company will adjust or issue credits for any disputes resolved in Customer's (or Reseller's, as applicable) favor.

5. Term and Termination.

5.1. Term. This Agreement is effective as of the Effective Date and will continue in effect until terminated in accordance with this Section (the "**Term**"). In respect of the Subscription Services, a quote issued to Customer by Company or Reseller, as applicable (each a "**Quote**") will indicate a period for which Customer is permitted to use the Subscription Services (a "**Subscription Period**"). Where agreed by Customer, at the end of Customer's first Subscription Period and each subsequent Subscription Period thereafter, Customer's commitment to purchase Subscription Services may be renewed (each, a "**Renewal**") by the issuance of a subsequent Quote that is mutually accepted by Customer and Company. A Renewal may be cancelled by one Party notifying the other Party of its intent to not renew no less than sixty (60) days prior to the Renewal. In respect of any Professional Services, Company will commence work on the date listed in the applicable Quote or Statement of Work and continue performance for the period designated therein.

5.2. Termination. In addition to any other remedies it may have, (a) either Party may terminate this Agreement (i) with thirty (30) days' notice if the other Party materially breaches any of the terms or conditions of this Agreement and fails to cure the breach during the notice period; (ii) with thirty (30) days' notice if the other Party becomes insolvent or if Customer de-funded or (iii) by issuing a notice not to renew (as set out in above) where no other Order Forms or Statements of Work are then in effect; and (b) Company may terminate this Agreement (i) immediately if Customer violates Section 2.2 (Prohibited Use), or (ii) with ten (10) days' notice if Customer fails to pay Fees when due and does not rectify non-payment in the notice period.

5.3. Effect of Termination; Survival. In the event of any termination of this Agreement under this Section, (i) Company's obligations to perform and Customer's rights to use the Services will immediately cease; and (ii) all outstanding Fees will become immediately due and payable. If Company hosts database portions of the Software, Company will make Customer Data available to Customer for electronic retrieval via a database export for a period of ninety (90) days following Agreement termination; thereafter Company may, but is not obligated to, delete stored Customer Data. Any termination of this Agreement prior to Company's completion of Professional Services may be subject to additional terms and conditions as set out in the applicable Order Form or Statement of Work if designated by Company. All sections of this Agreement which should, by their nature, remain applicable after termination will survive, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Warranties & Disclaimers.

6.1. Company will perform Professional Services with the necessary skill, knowledge and experience using generally recognized practices and standards of performance for its industry. Company will use reasonable efforts to perform the Subscription Services

and maintain its technologies and practices in a manner that minimizes errors and interruptions. Subscription Services may be unavailable for scheduled maintenance, unscheduled emergency maintenance or due to other reasons outside of Company's reasonable control. Company will use reasonable efforts to provide advance notice in writing (e-mail being sufficient) of any scheduled disruption of the Subscription Services.

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

7. Indemnification.

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

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

7.3. Infringement Claims. If, due to a claim of infringement, the Software or Services are held by a court of competent jurisdiction to be or are reasonably believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Software or Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Software or Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and provide Customer a refund for any prepaid, unused fees for the Services. The foregoing is Customer's sole and exclusive remedy with respect to infringement claims.

7.4. Procedure. To be entitled to the benefit of a Party's ("**Indemnitor**") obligations under this Section, (i) the other Party ("**Indemnitee**") must advise the Indemnitor in writing of the existence of the claim promptly upon learning of its assertion; (ii) the Indemnitee must cooperate with the Indemnitor in all reasonable aspects connected with the defense of the claim; and (iii) in the case of infringement claims, at the Indemnitor's election and with Indemnitee's consent (not to be unreasonably withheld), give Indemnitor the sole defense and settlement of the claim.

8. **Limitations of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THE MAIN TERMS OF THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW, EACH PARTY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES DISCLAIM AND WILL HAVE NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY FOR: (A) ANY ERROR, INTERRUPTION OF USE, LOSS, INACCURACY OR CORRUPTION OF DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR BUSINESS LOSS; (C) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR COSTS OR DAMAGES; (D) ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS OF ALL OTHER CLAIMS, EXCEED THE FEES PAID TO COMPANY IN THE EIGHTEEN (18) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES OR LOSSES CAUSED BY THE OWING PARTY'S BREACHES OF CONFIDENTIALITY, WILLFUL MISCONDUCT, KNOWING VIOLATIONS OF APPLICABLE LAWS OR GROSS NEGLIGENCE, OR ARISING OUT OF BODILY INJURY, DEATH OR DAMAGE TO PHYSICAL PROPERTY WILL BE LIMITED TO THE GREATER OF (1) FIVE HUNDRED THOUSAND DOLLARS OR (2) THREE TIMES (3X) THE FEES PAID TO COMPANY IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY

9. Additional Customer Terms. Any terms or conditions required by Customer under applicable statute, judicial order or agency policy must be stated in Schedule 2 (Customer Terms) prior to execution of this Agreement. Notwithstanding anything to the contrary herein, Customer Terms will govern over the body of this Agreement in the event of a direct conflict.

10. General

10.1. Entire Agreement. This Agreement, including the Schedules hereto, any Quotes or Statements of Work issued hereunder (excluding any Reseller-added terms), and any Company terms referencing this Agreement, is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous and contemporaneous written and oral agreements, communications and understandings relating to the subject matter hereof. Except as otherwise expressly agreed by the Parties, in the event of a direct conflict between the body of this Agreement and any terms referenced herein or in an Order Form, Statement of Work or Schedule hereto, the terms in the body of this Agreement will govern. Any waiver of rights or modifications or supplements to this Agreement must be in a writing signed by both Parties. All terms issued by Customer or Reseller that are not expressly permitted by Company are disclaimed.

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

10.3. Execution; Validity; Construction. This Agreement is valid if signed by both parties, together or in counterpart, via facsimile transmission or electronic signature process, all of which taken together will constitute one agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The term "including", as used herein, will be construed to mean "including, but not limited to".

10.4. Assignment. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, except that Company may assign this Agreement to an affiliate or a successor entity in the event of a merger, acquisition, or sale of all or substantially all its assets provided that Company provides thirty (30) days' advance written notice to Customer and that any such successor entity agrees in writing to be bound by the terms of this Agreement.

10.5. Relationship of Parties; No Third Party Beneficiaries. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. No third party beneficiaries are intended and the parties expressly disclaim any third party beneficiaries.

10.6. Choice of Law; Venue. Except as otherwise prohibited by law or ordinance applicable to Customer, this agreement will be governed and interpreted in accordance with the laws of the State of California without regard to the conflicts of law provisions of any state or jurisdiction. The parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts located in the County of San Bernardino, California. Both parties waive any right they may have to assert the doctrine of forum non conveniens or to object to such venue and hereby consent to any court ordered relief.

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

**SCHEDULE 1 ePermitHub
Support Terms**

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

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

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

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

a) Telephone Support. Company’s Customer Resource Center (CRC), a live technical support facility (“**Telephone Support**”), will be available to Customer during Company’s regular support hours of 8:00am - 8:00pm (Eastern Time), Monday through Friday (excluding Company’s observed holidays that include: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve) (“**Support Hours**”).

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

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

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

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

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

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

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

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

SCHEDULE 2
Additional Customer Terms

None unless expressly set out herein.

ePermitHub Service Level Addendum

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

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

1. Definitions

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

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

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

2. Service Commitment.

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

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

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

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0% but equal to or greater than 95.0%	5%
Less than 95.0% but equal to or greater than 90.0%	7%
Less than 90.0% but equal to or greater than 80.0%	9%
Less than 80.0%	10%

2.4. Service Credit Requests. To receive a Service Credit, Customer must submit a claim in writing to finance@permitrocket.com. To be eligible for a Service Credit, the claim must be received by Company in the calendar quarter in which the incident occurred and must include: (i) the words “SLA Credit Request” in the subject line; (ii) the dates and times of each Unavailability incident that

Customer is claiming; and (iii) the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric). If the Monthly Uptime Percentage of such Service Credit request is confirmed by Company as being less than the Service Commitment, Company will issue any Service Credit to Customer as part of the fee reconciliation process of the Subscription Period immediately following the Subscription Period in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

3. Exclusions

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

QUOTE

Gray Quarter, Inc.
8575 Morro Rd
Atascadero, CA 93422

accounts@grayquarter.com
925-236-0070
www.grayquarter.com



Bill to
City of San Bernardino, CA

Ship to
City of San Bernardino, CA

Quote details

Quote no.: 576 Estimate
date: 08/22/2024
Expiration date: 12/20/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		GWiz Annual Subscription - Base	Annual Subscription Year 1: Gray Quarter Wizard Subscription Service to Support Permitting Process (per year).A subscription to a web-based decision tree/wizard interface that allows the agency to leverage the benefits of a modern system while reducing errors in the application process. Includes web-based tools to author and manage decision trees, as well as robust reporting on wizard sessions. Base subscription includes unlimited decision trees, integration with Accela, integration with GIS, and up to 50,000 unique wizard sessions annually.	1	\$21,585.00	\$21,585.00
2.		GWiz Annual Subscription - Base	GWiz Annual Renewal Year 2:	1	\$28,779.00	\$28,779.00
3.		GWiz Annual Subscription - Base	GWiz Annual Renewal Year 3:	1	\$30,218.00	\$30,218.00
4.		GWiz Annual Subscription - Base	GWiz Annual Renewal Year 4:	1	\$31,729.00	\$31,729.00
5.		GWiz Annual Subscription - Base	GWiz Annual Renewal Year 5:	1	\$33,315.00	\$33,315.00
6.		Annual Subscription, Electronic Signature Service	GQ-I-ESIG-BAS Year 1: A subscription to eSignature solution utilizing Agency's existing DocuSign API license within a single DocuSign organization. Installation and maintenance of additional GQ-I-ESIG-BAS features as they are added periodically.	1	\$11,200.00	\$11,200.00

ESIG_BAS Scripting Template which will

provide the Agency with high level instructions to enable other electronic signature scripting events in the Accela installation

7.	Annual Subscription, Signature Service	Electronic	GQ Electronic Signature Renewal Year 2:	1	\$11,536.00	\$11,536.00
8.	Annual Subscription, Signature Service	Electronic	GQ Electronic Signature Renewal Year 3:	1	\$11,882.00	\$11,882.00
9.	Annual Subscription, Signature Service	Electronic	GQ Electronic Signature Renewal Year 4:	1	\$12,239.00	\$12,239.00
10.	Annual Subscription, Signature Service	Electronic	GQ Electronic Signature Renewal Year 5:	1	\$12,607.00	\$12,607.00
11.	Subscription		Gray Quarter Hosted GQ Connect Laserfiche Integration Subscription Year 1	1	\$10,000.00	\$10,000.00
12.	Subscription		Gray Quarter Hosted GQ Connect Laserfiche Integration Subscription Year 2	1	\$10,300.00	\$10,300.00
13.	Subscription		Gray Quarter Hosted GQ Connect Laserfiche Integration Subscription Year 3	1	\$10,609.00	\$10,609.00
14.	Subscription		Gray Quarter Hosted GQ Connect Laserfiche Integration Subscription Year 4	1	\$10,928.00	\$10,928.00
15.	Subscription		Gray Quarter Hosted GQ Connect Laserfiche Integration Subscription Year 5	1	\$11,256.00	\$11,256.00
16.	Easy Schedule		Annual subscription to Easy Schedule Year 1: Easy Schedule provides a single page user experience for contractors to schedule inspections in just four mouse clicks! Fully responsive and location-aware for optimized mobile use, the scheduler page can automatically bring up the right permit based on the contractor's location. Easy Schedule can be fully branded based on the agency's style guide. The application is hosted on the Gray Quarter iPaaS for monitoring, maintenance, logging, and notification.	1	\$5,000.00	\$5,000.00
17.	Easy Schedule		GQ Easy Scheduler Renewal Year 2:	1	\$5,150.00	\$5,150.00
18.	Easy Schedule		GQ Easy Scheduler Renewal Year 3:	1	\$5,305.00	\$5,305.00
19.	Easy Schedule		GQ Easy Scheduler Renewal Year 4:	1	\$5,465.00	\$5,465.00
20.	Easy Schedule		GQ Easy Scheduler Renewal Year 5:	1	\$5,629.00	\$5,629.00
21.	Subscription		GQ Annual Subscription to ePayment API integration Year 1. Hosted in PCI compliant zone.	1	\$7,700.00	\$7,700.00
22.						

	Subscription	GQ Annual Subscription to ePayment API integration Renewal Year 2.	1	\$7,931.00	\$7,931.00
23.	Subscription	GQ Annual Subscription to ePayment API integration Renewal Year 3.	1	\$8,169.00	\$8,169.00
24.	Subscription	GQ Annual Subscription to ePayment API integration Renewal Year 4.	1	\$8,415.00	\$8,415.00
25.	Subscription	GQ Annual Subscription to ePayment API integration Renewal Year 5.	1	\$8,668.00	\$8,668.00
26.	Subscription	ePermitHub Plan Review Software Annual Subscription Year 1	1	\$80,000.00	\$80,000.00
27.	Subscription	ePermitHub Plan Review Software Annual Subscription Renewal Year 2	1	\$84,000.00	\$84,000.00
28.	Subscription	ePermitHub Plan Review Software Annual Subscription Renewal Year 3	1	\$88,200.00	\$88,200.00
29.	Subscription	ePermitHub Plan Review Software Annual Subscription Renewal Year 4	1	\$92,620.00	\$92,620.00
30.	Subscription	ePermitHub Plan Review Software Annual Subscription Renewal Year 5	1	\$97,240.00	\$97,240.00

Total

\$767,675.00

Note to customer

5yr Gray Quarter quote as stated in BAFO Appendix G2-H-I for Online Portal and Interface Subscriptions

Expiry date

12/20/2024

Gray Quarter SaaS Terms:

[https://cdn.grayquarter.com/content/tos/Gray%20Quarter%20Subscription%20Services%20Terms%20\(ONLINE\).pdf](https://cdn.grayquarter.com/content/tos/Gray%20Quarter%20Subscription%20Services%20Terms%20(ONLINE).pdf)

Accepted date

Accepted by