

## E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS

# LICENSING AGREEMENT

e-Plan, Inc. (“Licensor”) is a provider of electronic plan review software as a service (“EPR”). As used herein, “EPR” includes all of Licensor’s software products, including without limitation e-PlanREVIEW® and goPost™ Public Portal.

This non-exclusive Licensing Agreement (“LA”), entered into between Licensor and The City of Chino, CA (“Licensee”), governs Licensee’s use of the EPR.

Licensor and Licensee (“the Parties”) may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this LA shall control and prevail over any conflicting terms or conditions.

**1.0. Contract Documents.** Exhibit A “Software as a Service (SaaS) Service Level Agreement.” This LA also incorporates any future Sales Orders entered into by the Parties during the term of this LA.

### **2.0. Key Definitions**

**2.1. “Service”** means, collectively, Licensor’s EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

**2.2. “Sales Order”** means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

**2.3. “User” or “Users”** means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

**2.4. “Licensee Data”** means all electronic data or information submitted to and stored in the Service by Users.

**3.0. Non-Exclusive License and Licensor Intellectual Property Rights.** Licensee’s access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this LA, the rights granted to Licensee do

not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

**4.0. Access to the Service by Designated Users.** Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.

**4.1. Alterations to User Accounts.** If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.

**4.2. Unauthorized Access.** Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

**4.3. Audit of Authorized Users.** Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this LA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.

**5.0. General Terms of Service.** Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is responsible for all activities conducted under its User logins and for its Users' compliance with this LA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of

the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this LA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this LA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

## **6.0. Transmission, Maintenance, and Confidentiality of Data**

**6.1. Transmission of Data.** Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of

signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date “browser” software to utilize the Service. Licensee expressly consents to Licensor’s interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee’s Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee’s local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee’s account. Licensor will act as though any Electronic Communications it receives under Licensee’s passwords, user name, and/or account number will have been sent by Licensee.

## **6.2. Licensee Data**

- 6.2.1.** As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee’s data.
- 6.2.2.** Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.
- 6.2.3.** Following expiration or termination of any Sales Order and/or this LA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor’s “live” site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

- 6.3. HIPAA.** Licensee agrees that: (i) Licensor is not acting on Licensee’s behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store,

maintain, process or transmit protected health information (“PHI”) and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented (“HIPAA”). In the preceding sentence, the terms “Business Associate,” “subcontractor,” “protected” health information” or “PHI” will have the meanings described in HIPAA.

## **7.0. Modifications and Discontinuation of Service**

**7.1. To the Service.** Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee’s then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

**7.2. To Applicable Terms.** If Licensor makes a material change to any applicable terms of this LA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee’s account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via [mchegini@eplansoft.com](mailto:mchegini@eplansoft.com) within thirty (30) days after receiving notice of the change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor’s then current version of this LA.

**7.3. Suspension for Ongoing Harm.** Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee’s Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee’s Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

**8.0. Third-Party Applications.** “Third-Party Applications” include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee’s use of the Service. Except as expressly set

forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

## **9.0. Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.**

**9.1. Infringement.** Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this LA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee;

(b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this LA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

**9.2. Licensee's Indemnity.** To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this LA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

**9.3. Indemnification Procedures and Survival.** In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this LA.

**10.0. U.S. Government Rights.** The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this LA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this LA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this LA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other

FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this LA.

**11.0. Termination for Cause, Expiration.** Either party may immediately terminate this LA and all applicable Sales Orders in the event the other party commits a material breach of any provision of this LA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this LA (or such other address that may be provided pursuant to this LA). Upon termination or expiration of this LA, Licensee will have no rights to continue use of the Service. If this LA is terminated by Licensee for any reason other than a termination expressly permitted by this LA, then Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this LA is terminated as a result of Licensor's breach of this LA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term.

**12.0. General Provisions on the Integrity of this LA.** Except as otherwise provided herein, this LA may only be amended or modified via a writing signed by both Parties. If any term or provision of this LA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the LA, which will otherwise remain in full force and effect. No waiver of any provision of this LA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this LA will not constitute a waiver of any subsequent breach or right. This LA will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Orange County, California will be the exclusive venue for the resolution of all disputes related to this LA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this LA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this LA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this LA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all



subscriptions after the effective date of termination. Subject to the foregoing, this LA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this LA, this LA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

This LA is entered into, and effective as of January 23, 2023, by and between e-PlanSoft, a California Corporation with its principal place of business at 111 Pacifica, Suite 100 Irvine, CA 92618 (“Licensor”) and, The City of Chino (“Licensee”), with its principal place of business located at 13220 Central Ave., Chino CA, 91710.

The individual signing this LA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

_____ Licensee	_____ e-PlanSoft
_____ Full name	_____ Paula Montoya
_____ Title	_____ COO
_____ Signature	_____ Signature
_____ Date	_____ Date

## EXHIBIT A: SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT

e-PlanSoft (“The Company”) agrees to provide 99.5% uptime with respect to the Client’s Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for eplansoft REVIEW (EPR) and *goPost* Customer Portal.

### **Scheduled and Unscheduled Maintenance**

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

### **Updates/Notice**

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client’s account.

### **Exclusion of Sandbox and Beta Accounts**

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

### **Support Hours**

Client support is available Monday-Friday’s from 5am -6pm Pacific, excluding holidays.

### **Live-Production Incident Handling – Standard Support**

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company’s Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
  - a. Access to the e-PlanSoft online ticketing system.
  - b. All support tickets and bug reports will be recorded in the ticketing system.
  - c. The Company will only respond to incidents reported via the online ticketing system.

- d. Client will receive an e-mail with the assigned ticket number.
- e. Bug Ticket Priority and Severity will be determined by the definitions below.
- f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour
- g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.

3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - <b>Critical</b>	Critical bug occurring on production system preventing business operations. <u>A large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident.  Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is an client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - <b>High</b>	Major bug 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.	The Company will respond with confirmation of receipt of incident.  Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - <b>Medium</b>	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident.  Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - <b>Low</b>	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident.  Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.

Enhancement Request - A enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

**Primary Customer Contact:**

Bill To: Ryan Shumway  
Agency Name: City of Chino  
Address: 13220 Central Ave., Chino CA, 91710

Contact: Ryan Shumway, IT Manager  
Email: rshumway@cityofchino.org  
Phone: (909)334-3390

**Order Form Effective Date:** Date of Subscription Renewal

**Term:** The term is for five years following the Order Form Effective Date. Thereafter, the term of this Order Form automatically renews for successive one year periods, each commencing with an anniversary of the Order Form Effective Date ("**Renewal Periods**"), unless either party notifies the other of its intent not to renew at least 90 days prior to the start of any Renewal Period

**Payment Terms:** Due in full upon execution of this Order Form.

**FEE SCHEDULE:**

Year	Item	Quantity	Unit Price	Total
2023-2024	e-PlanREVIEW Full named license Velosimo	57 1	\$60,448.50 \$6,363.00	\$66,811.50
2024-2025	e-PlanREVIEW Full named license Velosimo	57 1	\$61,052.99 \$6,426.63	\$67,478.63
2025-2026	e-PlanREVIEW Full named license Velosimo	57 1	\$61,663.52 \$6,490.90	\$68,154.42
2026-2027	e-PlanREVIEW Full named license Velosimo	57 1	\$62,280.15 \$6,555.81	\$68,835.96
2027-2028	e-PlanREVIEW Full named license Velosimo	57 1	\$62,902.95 \$6,621.36	\$69,524.31



**Chino, CA**

13220 Central Ave  
Chino, CA 91710

Quote created: December 8, 2022

Quote expires: March 21, 2023

Quote created by: Kellie Gilles

kellie@eplansoft.com

**Ryan Shumway**

rshumway@cityofchino.org  
(909) 334-3390

**Products & Services**

Item & Description	Quantity	Unit Price	Discount	Total
e-PlanREVIEW (Full named License) Single Named User License	57	\$1,060.50 / year		\$60,448.50 / year for 1 year
Velosimo Velosimo middleware	1	\$6,363.00 / year		\$6,363.00 / year for 1 year
<b>Subtotals</b>				
Annual subtotal				\$66,811.50
			<b>Total</b>	<b>\$66,811.50</b>

## Terms

- This Quote is governed by the e-PlanSoft Master Services Agreement.
- Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
- Subscription License Fees are subject to an annual adjustment of 1%.
- Subscription fees and escalation rate can be adjusted based on multiyear term agreements and or pre-paid annual fees.
- Subscription fees are due at time of signing.
- Professional services fees due based on Payment Schedule contained in SOW
- Travel expenses & Per Diem billed at Cost.

## Questions? Contact me



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ePlanSoft

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United States