

**Cloudpermit**

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

**Order Form**

**Order #:** Q-01425-1  
**Customer #:** CUST-0006796  
**Date:** 2023-06-19  
**Sales Person:** Paul Turenne  
**Sales Person Email:** paul.turenne@cloudpermit.com  
**Delivery Method:** E-Mail

**Ship To**

Janice Hallahan  
 Goderich  
 57 West Street  
 Goderich, Ontario N7A 2K5  
 Canada  
 519-524-8344  
 jhallahan@goderich.ca

**Bill To**

Goderich  
 57 West Street  
 Goderich, Ontario N7A 2K5  
 Canada

## Subscription

Product		Year 1	Year 2	Year 3
Planning	Annual Total	CAD 7,140	CAD 7,140	CAD 7,140
<b>Subscription Total:</b>		CAD 7,140	CAD 7,140	CAD 7,140

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

## Service

Description	Annual Total
Implementation Fee	CAD 3,000
<b>Service Total:</b>	CAD 3,000

**Customer Total First Year:** **CAD 10,140**

## Terms and Conditions

Term: 3 years, billable annually  
Invoicing: Subscription invoice to be sent after contract is signed and then annually.  
Invoice for Implementation Fee to be sent after Go Live Milestone (M2) is approved.  
Payment Term: Net 30 days from Invoice Date  
Subscription Start Date: Date of contract signature

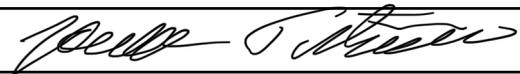
All stated prices are exclusive of any taxes.

Customer Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name of Person Signing: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Accounts Payable Email: \_\_\_\_\_

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

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

### Cloudpermit

Signature:  \_\_\_\_\_  
Printed Name of Person Signing: Jarkko Turtiainen \_\_\_\_\_  
Title: SVP North America \_\_\_\_\_  
Date: 06 / 20 / 23 \_\_\_\_\_

# Cloudpermit Software

## Service Agreement

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

**“End User”** means any individual with whom the Customer has agreed regarding use of the Cloudpermit Software and to whom Customer (or, when applicable, Cloudpermit at the Customer’s request) has supplied an Identifier to access the Cloudpermit Software or to whom Customer otherwise provides access to the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

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

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

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

**“Identifier”** means a user name and password that associates an End User with the End User’s account or user ID in the Cloudpermit Software.

**“Implementation”** means the initial configuration and implementation of the Cloudpermit Software for the Customer.

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

## **2. CLOUDPERMIT’S RESPONSIBILITIES**

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

## **3. CUSTOMER’S RESPONSIBILITIES**

- 3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.
- 3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by

End Users available at <https://ca.cloudpermit.com/registration?terms=true> as may be amended from time to time.

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

#### **4. SERVICE FEES AND PAYMENT TERMS**

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

## **5. CHANGES**

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

## **6. CUSTOMER DATA, PRIVACY AND PROTECTION**

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

the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security or handling practices.

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

## **7. IDENTIFIERS AND THEIR USE**

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

## **8. DATA LOCATION**

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

## **9. WARRANTIES**

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

OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

## **10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

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

## **11. INDEMNITY**

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

features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

## **12. LIMITATION OF LIABILITY**

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

## **13. CONFIDENTIALITY**

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

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

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

#### **14. TERM AND TERMINATION**

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

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

## **15. FORCE MAJEURE**

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

## **16. NOTICES**

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

for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

## **17. ASSIGNMENT**

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

## **18. AMENDMENTS AND WAIVERS**

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

## **19. SEVERABILITY**

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

## **20. APPLICABLE LAW AND DISPUTES**

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

## **21. CONTINUING TO PERFORM**

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

## **22. ENTIRE AGREEMENT**

- 22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements,

representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

### **23. RELATIONSHIP**

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

### **24. NO THIRD PARTY BENEFICIARIES**

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

**25. EXECUTION**

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

**CUSTOMER NAME:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name of Person Signing:** \_\_\_\_\_

**Title:** \_\_\_\_\_

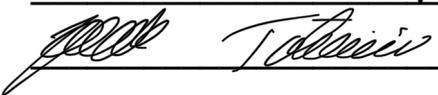
**Date:** \_\_\_\_\_

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

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

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

**Signature:** \_\_\_\_\_ **Cloudpermit**



**Printed Name of Person Signing:** \_\_\_\_\_ **Jarkko Turtiainen**

**Title:** \_\_\_\_\_ **SVP North America**

**Date:** \_\_\_\_\_ **06/20/23**



**CLOUDPERMIT  
IMPLEMENTATION MODEL**



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**CLOUDPERMIT IMPLEMENTATION DESCRIPTION**

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

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

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

**IMPLEMENTATION TIMELINE**

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

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



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

#### **IMPLEMENTATION MODEL**

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

##### *Kickoff*

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

##### *Workshop*

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

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

##### *Configuration*

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

##### *Training & Testing*

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

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

##### *Go Live*

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



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

**MILESTONES & ACCEPTANCE CRITERIA**

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

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

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

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

**CHANGE MANAGEMENT**

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

**ADDITIONAL SERVICES COST**

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

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



**Cloudpermit  
Planning Canada  
Product Description  
2023**

**Cloudpermit**   
Products |

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## General Description

Cloudpermit is an online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes the Building Permitting, Planning, and Code Enforcement products.

This product description applies to the Planning product.

The information in this document is subject to change without notice aligning with future releases. Releases supply information about new features and non-security updates.

## Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

- ⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
- ⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
- ⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
- ⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
- ⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
- ⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

## Cloudpermit Planning

The Cloudpermit Planning product helps streamline processes associated with the day-to-day responsibilities of planning departments. It offers unique features to assist with pre-consultation, circulation, public notice, and much more.

The Planning product provides end-to-end, online software for local government planning department customers, which helps them to manage applications efficiently and effectively. In addition, it allows the public to submit and track their applications online.

The Cloudpermit software is automatically updated periodically with the latest updates and enhancements, not requiring users to download or install any software files.

This product description provides more detail about the Cloudpermit Planning product's main features and integrations.

## Cloudpermit Planning Key Core Features

The Cloudpermit Planning software provides **Pre-Consultation, Committee and Council Meetings, Public Notice, Circulation, Configurable Two-Tier Approvals, Conditions and Comments, and Processing Time Calculator** features to enhance an excellent user experience in the planning workflow.

### Cloudpermit Planning Key Core Features:

Pre-Consultation

Committee and Council Meetings

Public Notice

Circulation

Configurable Two-Tier Approvals

Conditions and Comments

Processing Time Calculator

### Pre-Consultation

The Pre-Consultation feature is for applicants and municipal authorities.

Pre-consultation is an interactive process where applicants and their authorized representatives can present and discuss a development proposal with relevant staff and external agencies in the local government well advanced of the planning project start.

Cloudpermit enables municipalities to track and document their pre-consultation process digitally.

The pre-consultation process is as follows:

- ⇒ Applicants request a pre-consultation through a guided step-by-step process in Cloudpermit. The pre-consultation usually includes one or more meetings between the parties, which the municipal planning authority sets up via Cloudpermit.
- ⇒ Upon meeting completion, the municipal authority prepares a pre-consultation result and identifies the complete application with requirements for the applicants to submit to the municipality in Cloudpermit.

The planning authority has published the pre-consultation result.

Planning Approval

Assigned to Unassigned

**2574 SUNNINGDALE RD W, Middlesex Centre**

Site plan approval: 261 - Land owned by a non-farmer improved with a non-farm residence with a portion being farmed

SHOW MAP
HIDE FULL DATA

Show messages

<b>Roll number</b> 3939034060031020000	<b>Application number</b> -	<b>Municipal ID</b> 3205955	<b>Property code</b> 261	<b>Legal description</b> CON 6 S PT LOT 30
<b>Ward</b> 2	<b>Submitted</b> 2022-10-06, 12:24 p.m.	<b>Approval authority</b> Middlesex County, Planning Department		

PRE-CONSULTATION
 APPLICATION
 FULFILLMENT

CURRENT STEP: COMPLETED **4 / 4**

Pre-consultation with the Planning and Development Services Department is advisable to determine the need for other planning approvals. Staff will provide assistance with the Municipality's requirements and standards.  
To arrange a pre-consultation meeting, complete the request form, and provide a conceptual site plan (layout of the proposal).  
For more info, go to <https://www.middlesexcentre.on.ca/services/residents/planning-services>

**RESULT**
Close

"Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."

## Committee and Council Meetings

The Committee and Council Meetings feature is essential to the planning approval process. Following a strict municipality-based protocol, these meetings are held to decide on planning applications under agreed policies in the local government.

Cloudpermit allows municipal planning authorities to manage better meeting dates. If municipal authorities participate in meetings across local governments, they provide a shared view of each council and committee associated with the user. Each approval application can be assigned to an upcoming meeting enabled within Cloudpermit, automatically creating, and sharing agendas and other relevant documents within the Committee and Council Meetings feature.

The "Committee and Council Meetings" section in the application workspace.

COUNCIL AND COMMITTEE MEETINGS
Close

<p><b>Middlesex Centre (CofA) meeting, Middlesex Centre</b> 2021-12-17, 12:00 a.m.</p>	Committee Meeting will be held on 2021-12-17 at 12:00 a.m.
<p><b>CofA Meeting (Middlesex Centre) meeting, Middlesex Centre</b> 2021-12-17, 12:00 a.m.</p>	POSTPONED TO ANOTHER MEETING
<p><b>Zoning Board of Appeals (ZBA) meeting, Middlesex Centre</b> 2022-03-17, 7:00 p.m.</p>	DONE ✓
<p><b>CofA Meeting (Middlesex Centre) meeting, Middlesex Centre</b> 2022-11-15, 7:00 p.m.</p>	DONE ✓

## Public Notice

The Public Notice feature allows municipal authorities to manage information and tasks relating to public hearings and notices of specific planning applications in Cloudpermit. It also helps neighbors and citizens supply their opinions on the planning proposal as part of the approval process.

Through Cloudpermit's *Public Notice* feature, municipal authorities can notify the public of specific planning application-related matters online and display an advert in their local newspapers. Cloudpermit also supplies a standard "public notice letter" template that can be shared in traditional media and circulated to nearby property owners.

Cloudpermit supplies buffer zone functionality that finds properties and their owners within a radius decided by the municipal authority. A listing of mailing addresses of property owners can be enabled with the proper integrations with the municipal authority's GIS property data.

*The view for adding properties for public hearing in the Public Notice feature.*

The screenshot displays the 'ADD PROPERTIES FOR PUBLIC NOTICE' interface. At the top, there is a map showing a selected property (highlighted in blue) and its surrounding neighbors (highlighted in pink). Below the map, there are controls for 'Override selection radius' (set to 250 m) and buttons for 'REFRESH NEIGHBOUR LIST' and 'EXPORT NEIGHBOUR LIST'. The main area contains a list of properties with their addresses and owners. A 'Property information' popup is open on the right, showing details for a selected property.

Address	RSE number	Property owners	Actions
0 ILBERTON RD	3939000040134000000		REMOVE
ROCK JAMES OLEN	24843 NAIRN RD		EDIT REMOVE
ROCK JANE T DIANE	24843 NAIRN RD		EDIT REMOVE
ADD OWNER			
0 NAIRN RD	3939000040168500000	SELECTED AUTOMATICALLY	REMOVE
AERTS ANTHONY JOSEPH	10564 ARGYLE STREET		EDIT REMOVE
ADD OWNER			

Cloudpermit supplies a maintenance feature to manage the citizen mailing list, providing updates on each application's decisions.

The planning department authorities can add new contacts to public notice contact list in Cloudpermit. At the same time, citizens can self-register to receive the application decision, either approval or denial, through a link or a QR code. Users who sign up via the QR code will automatically be notified, while users added manually must be notified manually.

*The "Contacts" section of the Public Notice feature.*

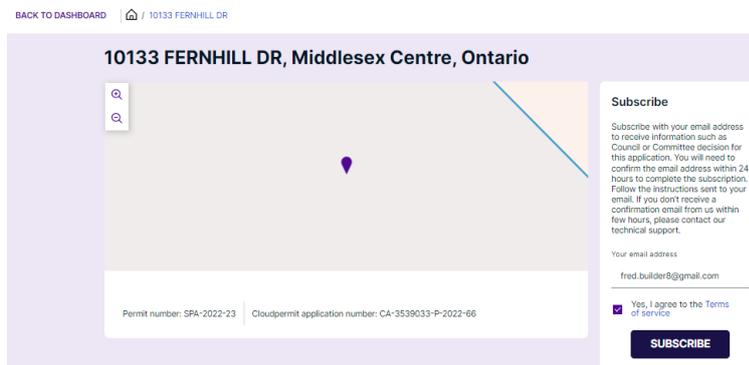
The screenshot shows the 'CONTACTS' section. At the top, there is a header 'CONTACTS' and a sub-header 'Add contacts on their behalf to a subscription list to be notified when a decision on the application is made.' Below this, there are buttons for 'ADD CONTACT', 'REMOVE CONTACTS', and a dropdown for 'Choose a decision'. There are also buttons for 'SELECT ALL' and 'INFORM SELECTED'. The main area contains a table of contacts.

Email address	Added	Informed date	On decision	Actions
<input type="checkbox"/> fred.builder@gmail.com	2022-10-27 by Alice Administrator			EDIT REMOVE
<input type="checkbox"/> johnbuilder@yahoo.com	2022-10-27 by Alice Administrator			EDIT REMOVE
<input type="checkbox"/> lisa.truss@yahoo.com	2022-10-27 by Alice Administrator			EDIT REMOVE
<input type="checkbox"/> sofia.architect@gmail.com	2022-10-27 by Alice Administrator			EDIT REMOVE

### The self-registering options in the Public Notice feature.



### The subscription view in the Public Notice feature.



## Circulation

Circulation is an essential part of processing workspaces within Cloudpermit.

Cloudpermit allows municipalities to decide which internal and external organizations, agencies, and corporations may participate as stakeholders in the Circulation process and add them to the municipality's approver groups in Cloudpermit.

In practice, the responsible municipal authority circulates the planning approval to the stakeholders, such as fire, water, or sewerage departments requesting comments or approvals in Cloudpermit. This way, comments and approvals can be requested from all stakeholders concurrently in real-time, which speeds up the approval processes.

Cloudpermit supplies user management and task assignment functionalities for stakeholder organizations to manage their requests and circulations. However, the planning department's authorities can control who can see the original comments online. The circulation feature comes with built-in notifications intended for circulation recipients and workspace assignees of new circulation requests and/or upcoming due dates.

Additionally, Cloudpermit allows municipal department authorities to complete the circulation request on the stakeholders(s) behalf and record their results on Cloudpermit.

That way, Cloudpermit helps municipal authorities ensure all circulations are accurately recorded within Cloudpermit and save time.

The municipal planning authority has completed the circulation request.

Status	Assigned to	Request	Due date	Completed
Complete	Middlesex Centre - Ministry of Municipal Affairs	2022-10-27, 9:49 a.m. by Alice Administrator	2022-10-28	2022-10-27 9:54 a.m.

**Request description** **Visibility** Authorities and selected circulation assignee

"Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."

---

**Stakeholder comments**

"Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."

by Alice Administrator, 2022-10-27, 9:54 a.m.

After circulation, the requesting authority prepares and publishes a report to applicants, including received comments and approvals for the project. Cloudpermit notifies the assigned circulation authorities or the organization's administrator of new circulation requests and approaching due dates.

## Configurable Two-Tier Approvals

The Configurable Two-Tier Approvals feature applies to planning applicants and municipal authorities.

Depending on the local government, lower-tier municipalities such as towns and villages may require approval on certain application types from upper-tier municipalities like the county. Cloudpermit's built-in, Configurable Two-Tier Approvals feature makes a delegation of approval flexible allowing you to set the application to the lower or upper tier at any time in the approvals process.

The feature provides several built-in benefits for applicants, property owners, and the public. For example, when specific applications must be submitted to the lower tier while other application types must be submitted to the county, Cloudpermit will automatically submit the application to the correct municipal authority.

This helps ensure that suitable applications get submitted to the correct municipal authority while eliminating confusion for the applicant on where and how to submit their application.

The screenshot below shows the "Set approval authority to upper-tier" feature, which allows lower-tier municipal users to set the approval of a workspace to the upper-tier municipality.

Setting an upper-tier approval as the workspace's approval authority.

The screenshot displays the Cloudpermit interface for a Planning Approval workspace. The workspace name is '0 HEDLEY DR, Middlesex Centre'. The current step is 'APPLICATION' (8/10), which is 'In approval'. The next step is 'FULFILLMENT'. A dropdown menu is open, showing options for 'Set approval authority to upper-tier'.

Cloudpermit's Two-Tier Approvals feature is an incredibly beneficial feature for counties and municipalities that collaborate and share resources. The Two-Tier Approvals functionality allows the distribution of correct user permissions in both tiers enabling visibility and available permissions for applications on various levels and stages.

## Conditions and Comments

Planning authorities may impose conditions for planning projects in Cloudpermit. Conditions can enhance development quality and enable development where it would have been necessary to refuse planning approval.

The planning application workspace includes a section for establishing and commenting on conditions. All conditions must be closed before the final approval.

*The "Conditions and Comments" section in the application workspace.*

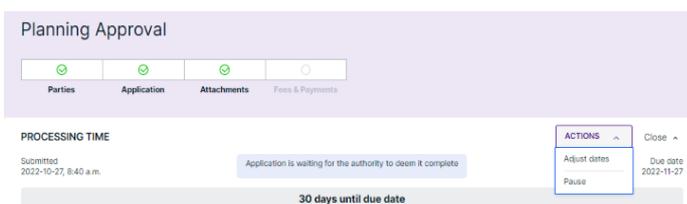


## Processing Time Calculator

The Processing Time Calculator feature allows local governments to set processing times and deadlines for each approval application type or internal target.

Supplying transparency into processing times and deadlines, this feature automatically calculates application review and decision-making deadlines for each application and displays their urgency on the user's dashboard. Targets can be paused or adjusted at any time.

*The Processing Time Calculator feature in the application workspace.*



Additionally, applications can be sorted based on the closest or further due date to help planning departments keep track of the dates.

## Application Types

Cloudpermit's Planning product offers a list of application types, that municipal planning departments processes on a regular basis and are ready to be used at the time of sign-up. New application types can be added to the library of application types on a request basis.

The below list of application types applies to Cloudpermit Planning product.

Application Type	Description
<b>Condominium Approval</b>	Establishes the occupancy, or ownership structure, for the building. Unit owners have individual ownership of their personal units and share possession and responsibility, usually through a condo board, of common spaces with others who live there.
<b>Condominium Conversion</b>	Conversion of a rental building to a condominium is a project that involves changing the legal structure of an existing development. It enables an owner to share in the ownership and operation of a residential or commercial complex, while having negotiable title to an individual unit.
<b>Consent</b>	The approval required to subdivide land without the requirement of a plan of subdivision. Reasons to apply for Consent to divide (sever) land is to create a new building lot. Normally, this means when creating <2 new lots.
<b>Minor Variance</b>	Small variation from the requirements of the zoning bylaw. A minor variance approval is a certificate of permission because it allows the property owner to obtain a building permit even though their property does not comply precisely with the zoning bylaw.
<b>Municipal Addressing</b>	Different kinds of developments need various municipal addressing or municipal numbering. Specifically, those developments that result in new properties. For example, emergency services, property assessments, building and other permits all need correct municipal addresses.
<b>Official Plan Amendment</b>	An Official Plan Amendment is a formal document that changes a municipality's official plan. Changes may be needed because of new circumstances in the community or because of requests made by property owners.
<b>Official Plan Amendment and Rezoning</b>	Combination of an amendment to the Official Plan and the Rezoning of the property.

<b>Pre-Submission</b>	A Pre-Submission package is circulated to relevant municipal departments and external agencies to determine what supporting studies, documents, and information are required, if any. The Pre-Submission process does not imply or suggest any position or decision whatsoever on behalf of the Corporation of the City Windsor.
<b>Rezoning</b>	If you want to use or develop your property in a way that is not allowed by the zoning bylaw, you may apply for a zoning change, also known as a Zoning By-Law Amendment or a Rezoning. Council can consider a change only if the new use is allowed by the official plan.
<b>Site Plan Approval</b>	Site plan control is a planning tool that a municipality uses to evaluate certain site elements, such as walkways, parking areas, landscaping, or exterior design on a parcel of land where development is proposed.
<b>Subdivision</b>	A registered plan of Subdivision is a legal document that shows the exact surveyed boundaries and dimensions of lots on which houses, or buildings are to be built, the location and width of streets, and the sites of any schools or parks. Normally, this is when an application seeks to create >2 new lots.
<b>County/Regional Official Plan Amendment</b>	A County/Regional Official Plan Amendment is a formal document that changes a county or regional official plan. Changes may be needed because of new circumstances in the community or because of requests made by property owners.

A County/Regional Official Plan Amendment is a formal document that changes a county or regional official plan. Changes may be needed because of new circumstances in the community or because of requests made by property owners.

## Configuration Tools

Administrative users can adjust the service to the municipality's requirements using Cloudpermit's configuration tools.

Cloudpermit unique configuration enables the following:

- ⇒ Managing planning approver and user groups and application type configuration with requirements for each type.
- ⇒ Automating notifications, for example, for permit expiry.
- ⇒ Managing review configurations, application approval fees, and system language selections.

All municipalities can manage their document templates and role-based permissions in Cloudpermit. Additionally, Cloudpermit provides planning departments various templates and forms, such as a planning report and a public notice template.

## Cloudpermit Configuration

The tables below display the Cloudpermit Planning features configuration.

### Configuration:

Section	Component	Description
Application type - categories	Category description	It allows changing the description of a category.
Application type - categories	Project types	It includes Category, Scope, and Proposed Use project types.
Attachment types	Add a new attachment type	It includes available attachment types for permits.
Application number	Application number	It allows assigning a numbering system to a municipality.

### Pre-Consultation:

Section	Component	Description
Managing forms	Required forms	It allows adding required forms to applications.
Managing required attachments	Required attachments	It allows adding required attachments to applications.
Managing required party roles	Required party roles	It allows adding required party roles to applications.

### Committees and Councils:

Section	Component	Description
Adding new committees and councils	Committee and councils	It allows adding new committees and councils to the municipality.

**Application and Review:**

Section	Component	Description
Sign off	Compliance language	It allows a wording specific to a country/province/state.

**Two-Tier Approvals:**

Section	Component	Description
Two-tier municipalities and planning groups	Upper-tier municipalities	It enables adding and editing municipalities and planning groups for two-tier processes.

**Processing Time Calculator:**

Section	Component	Description
Processing time calculator	Application configuration	It enables to select of the processing time calculator for municipality groups.
Processing days	Application configuration	It enables setting target times in days and calculation times in business days or calendar days.

**Public Notice:**

Section	Component	Description
Public Notice Letter	Templates	It enables configuring a Public Notice letter template.
Neighbor default radius	Application configuration	It enables adjusting the default radius neighbors for the Public Notice feature.

**Fees Management:**

Section	Component	Description
Fee schedule	Configuration	It includes a list of available fees specific to each client.
Other settings	Online payment integration	It allows configuring Cloudpermit to accept payment from online providers.

**Templates:**

Section	Component	Description
Templates	PDF Templates	It enables to configure report templates with customizable layout.
Location for the application	Extra map layers	Cloudpermit can enable additional map layers for the client.

## Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations to over twenty (20) systems categorized under six different integration types described below.

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

### Standard Configurable Third-Party Integrations

Cloudpermit has integrations to third-party systems that can be configured for the client as part of the standard implementation. These integrations may include monthly or annual fees, which will be stated in a contract.

### Geographic Information System (GIS)

Cloudpermit supports a one-way integration with the municipal authority's GIS to search properties by civic address or property identifier, retrieve property information, read map layers to be shown on maps, and retrieve owner information.

Supported GIS integrations include the following:

- **ESRI ArcGIS**
- **CGIS**
- **CartoVista**
- **MuniSight**

### Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page. The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- **Allpaid**
- **Bambora**
- **CCP/NIC Online Payment**
- **ePay**
- **E-xact**
- **Government Window**
- **Merchante**
- **Moneris**
- **OpenEdge**
- **Paymentus**
- **PayNowlink**
- **Square**

- **Stripe**
- **Payeezy**

### **Authentication through Open ID Connect (OIDC)**

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- **Azure AD**

Additional AD integrations are priced separately and, if applicable, addressed within your contract.

### **Multi-Factor Authentication (MFA)**

When a Multi-Factor Authentication (MFA) is needed for a department, Cloudpermit login will require at least Two-Factor authentication.

After successful Cloudpermit authentication, the users will be sent to a third-party system for second-factor authentication, such as a mobile app or Security Management System (SMS).

The third-party system must supply an OIDC (Open ID Connect) interface, and it returns the success of the second-factor authentication to Cloudpermit.

Supported MFA integration includes the following:

- **Duo**

### **Additions and Minor Changes to Third-Party Integrations**

Cloudpermit adds integrations with new systems if the integration is for an existing integration type, e.g., Online Payment or GIS. Cloudpermit has confirmed that the third-party system has Application Program Interfaces (APIs) that support the current integration model.

All integrations to new systems and minor changes to existing system integrations must be agreed upon separately, and they are not included in the standard implementation.

Delivery may contain a development fee and an annual or monthly fee.

Cloudpermit will give an estimated future release for integration upon agreement.

### **Custom Integrations**

All other integrations that are not Configurable Standard integrations, minor changes to existing integrations, or new systems with an existing integration type are considered Custom Integrations.

All custom integrations require a feasibility study and specifications before the agreement. Cloudpermit will give an estimated future release for integration upon agreement.

Delivery of a Custom Integration contains a development fee and an annual or monthly fee.

### **Integrations with Backend Systems**

In backend system integrations, Cloudpermit leverages an integration process that enables sending the information to a backend system.

- ⇒ Cloudpermit creates a folder in the backend system for each workspace.
- ⇒ Cloudpermit will link the properties and contacts into the folder and make new contacts if necessary.
- ⇒ Cloudpermit updates the status of the folder and specified data fields in the folder.

Integration can be configured to include the transfer of fees to the backend system. Completed reviews and inspections can be configured to be transferred too. The integration setup will require changes in the backend system and mapping statuses and codes between the systems.

Integrated backend solutions are priced separately and, if applicable, addressed within your contract.

### **Integrations with Electronic Archives**

This type of integration sends the content of a workspace to an external system for archival. The third-party systems are Enterprise Content Management (ECM) or Electronic Archives. Cloudpermit will create an archival folder in the third party, write the values of the configured data fields in the folder, and transfer configured attachments into the folder for archival.

Integrated electronic archive solutions are priced separately and, if applicable, addressed within your contract.