E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS

MASTER 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 Master Licensing Agreement ("MLA"), entered into between Licensor and _____ ("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 MLA shall control and prevail over any conflicting terms or conditions.

1.0. Key Definitions

1.1. **"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.

1.2. **"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.

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

1.4. **"Licensee Data"** means all electronic data or information submitted to and stored in the Service by Users.

2.0. 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 MLA, 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.

3.0. **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.

    3.1. **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.

    3.2. **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.

    3.3. **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 MLA 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.

4.0. **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 MLA. 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 MLA, 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 MLA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

5.0.   Transmission, Maintenance, and Confidentiality of Data

5.1.   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.

5.2. Licensee Data

5.2.1. 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.

5.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

5.2.3. Following expiration or termination of any Sales Order and/or this MLA, 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.

5.3. 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.

6.0. Modifications and Discontinuation of Service

6.1. 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.

6.2. To Applicable Terms. If Licensor makes a material change to any applicable terms of this MLA 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 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 MLA.

6.3. 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.

7.0. 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.

8.0.   Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

   8.1.   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 MLA 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 MLA 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.

8.2. **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 MLA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

8.3. **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 MLA.

9.0. **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 MLA; 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 MLA. 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 MLA. 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 MLA.

10.0. **Termination for Cause, Expiration.** Either party may immediately terminate this MLA and all applicable SALES ORDERS in the event the other party commits a material breach of any provision of this MLA 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 MLA (or such other address that may be provided pursuant to this MLA. Upon termination or expiration of this MLA, Licensee will have no rights to continue use of the service. If this MLA is terminated by Licensee for any reason other than a termination expressly permitted by this MLA, the Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this MLA is terminated as a result of Licensor's breach of this MLA, 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. Licensee can terminate this agreement without a cause with ninety (90) day notice to licensor. The license fee will be prorated for the remaining term of contract.

11.0. **General Provisions on the Integrity of this MLA.** Except as otherwise provided herein, this MLA may only be amended or modified via a writing signed by both Parties. If any term or provision of this MLA 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 MLA, which will otherwise remain in full force and effect. No waiver of any provision of this MLA 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 MLA will not constitute a waiver of any subsequent breach or right. This MLA 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 MLA. 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 MLA 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 MLA, 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 MLA 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 MLA 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 MLA, this MLA 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 MLA is entered into, and effective as of _____, by and between e-PlanSoft, a

California Corporation with its principal place of business at 220 Technology Drive, Suite 110

Irvine, CA 92618 ("Licensor") and, _____ ("Licensee"), with

its principal place of business located at _____.

The individual signing this MLA 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	Full name
Title	Title
Signature	Signature
Date	Date

Accompanying Schedules

Schedule A: Service Level Agreement

Schedule B: Statement of Work

Schedule C: Sales Order Form

Schedule D: Insurance Clause

Schedule E: Vendor Set-Up Form

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 e-PlanREVIEW® (EPR) and *goPost*™ Public 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 (Sunday 6pm-midnight) or off hours on weekdays (Monday-Friday, midnight-5am). 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.

This Service Level Agreement cannot be amended or modified without a written signature on paper by both parties agreeing to the change. Notices will be sent by Certified mail, Return Receipt Requested, postage prepaid and will be deemed received three (3) days after the date of deposit in the US mail.

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 6am -6pm Pacific, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day After, Christmas Day through New Year's Day.

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. Online 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. Priority and Severity will be determined by the problem based upon the definitions below.

3. Ticket Handling: Ticket Handling defines the priority assigned to a specific support request which therefore sets the order, timing, and level of effort in resolving a case

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Issue occurring on production system preventing business operations. Users 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 - High	Issue occurring on production system, impacting business but not preventing business operations. Users are impacted, but able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 24 hours.	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 - Medium	Issue causing a partial or non-critical loss of functionality or inconvenience on production system. Users are able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 3 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 - Low	Issue occurring on non-production system; also, a 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 5 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Scope of Service

As part of the software subscriptions identified on the attached Sales Order Form, e-Plan, Inc. ("Licensor") will provide ongoing maintenance and technical support. In addition, Licensor may provide Licensee with implementation, training, or other professional services. This Exhibit A describes the scope of Licensor's support services, and all other services included in the Sales Order Form, and supersedes any conflicting terms or conditions pertaining to the nature and extent of such services.

1.0. **Scope of Professional Services**

    1.1. Not applicable. No optional professional services have been included under the attached Sales Order Form.

2.0. **Scope of Technical Support; Service Level Agreement.** Licensor will provide all maintenance and technical support for the EPR. Licensor's Service Level Agreement ("SLA") is attached hereto as <u>Exhibit B</u>, and sets forth Licensor's obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

3.0. **Scope Clarifications**

    3.1. **Training.** Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee's lack of training.

    3.2. **Licensor's Warranty of Functionality.** Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor's online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee's sole and exclusive remedy for Licensor's breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the MLA, and applicable law.

        3.2.1. **Disclaimer of Warranties.** Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service

provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

3.3. **Fees and Payment**. Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

3.3.1. **Taxes**. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.0. **Other Terms of Service**

4.1. **Waiver of Consequential Damages**. Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the MLA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

4.2. **Limitation of Liability**. Except for Licensor's indemnity obligations set forth in the MLA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

EXHIBIT "A"

E-PLANREVIEW & GOPOST STATEMENT OF WORK
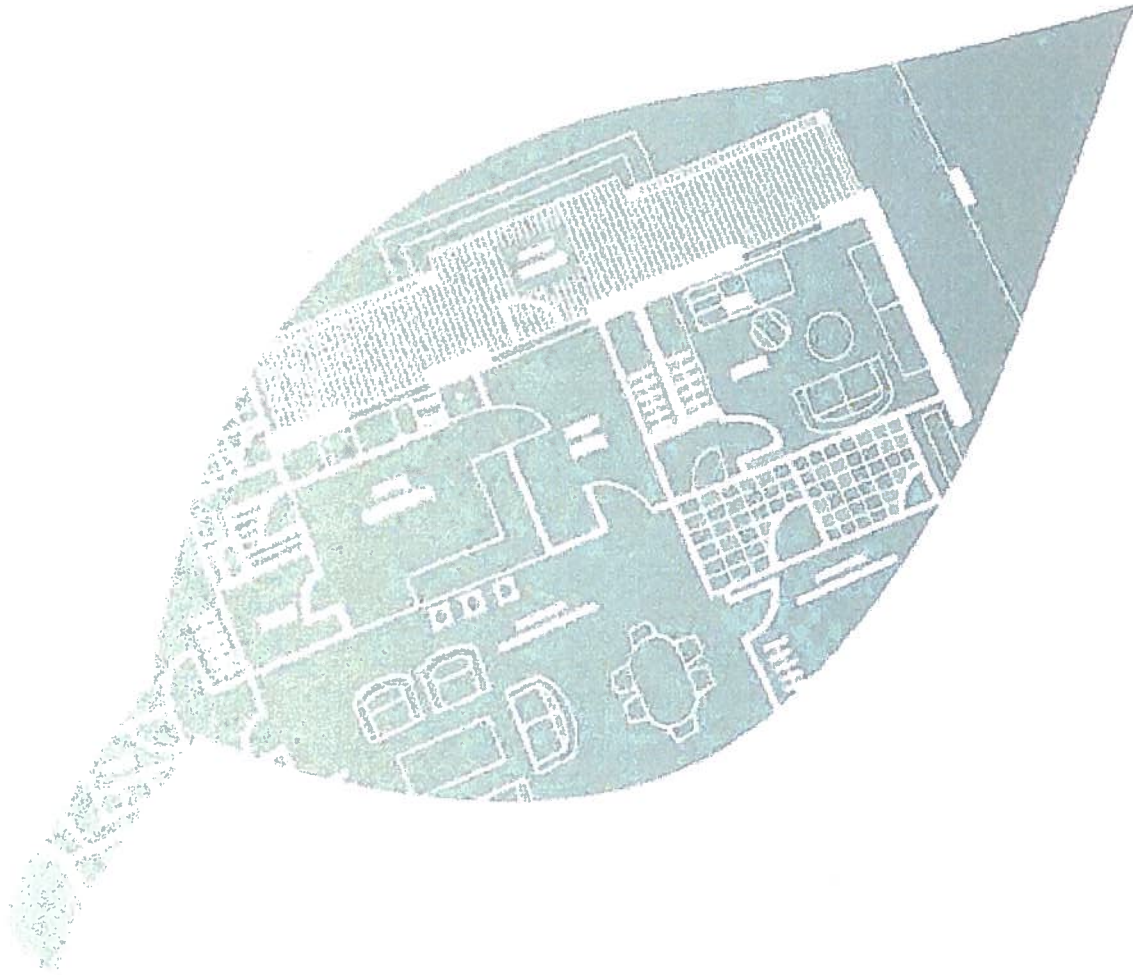## CITY OF GARDEN GROVE CA

Prepared For to:

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Section I: Product Overview

e-PlanREVIEW (EPR) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of goPost and e-PlanREVIEW (EPR) for the City of Garden Grove, CA ("Client"). After completion of this project, EPR will provide the following functionality:

1. Create and manage permit data, plan review documents and plan review assignments in goPost and EPR.
    a. Incoming plan review documents are evaluated by our Scout PDF Inspector.
    b. Documents not approved by Scout will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant via goPost Public Portal.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
    a. Associate existing markups and comments to the most recent document version.
    b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for paper plan reviews.

The goPost Public Portal

The *goPost* Public Portal is a fully web-based application that requires no 3rd party software. Project applications submitted via goPost are passed electronically to *e-PlanREVIEW* for plan check. Reviewed plans are passed electronically from EPR back to goPost where they can be downloaded by the applicants.

goPost is designed to allow agencies to quickly configure the goPost *login page* with specific instructions which will assist applicants in the project submittal process. These instructions typically include web links to allow the applicant to download project checklists, document submittal requirements, etc.

A link to goPost placed on the Client's webpage will provide an easy transition for the applicants navigating to the permit application process, available 24/7. goPost will include a list of the types of plan review projects that the Client wishes to accept electronically.

goPost supports the following 'user roles':

- *Applicants*
- *Intake Staff*
- goPost *Administrators*

goPost for Applicants

Using goPost, your Constituents who wish to apply for electronic plan review may:

- Create their goPost user account (as an *'Applicant'*) and manage their own user profile (address, phone number, company affiliation, etc.) including multifactor authentication challenge questions for enhanced security.
- **Download** permit applications forms, project checklists, etc. to assist them in successfully completing the application process.
- **Complete** the goPost *Project application*, providing the scope of work, valuation, etc. and choosing the appropriate project type.
- View the EPR *electronic document submittal requirements* report.
  - o These requirements typically include instructions on how to name the incoming plan sets.
- **Upload** their plans in PDF format and supporting documents (permit applications, checklists, etc.) in any format, for the '1st submittal'.
  - o Receive feedback from embedded *Scout PDF* inspector that evaluates plan review documents uploaded by the Applicant.
  - o Documents that do not meet submittal requirements cannot be uploaded to goPost until the noted issues are resolved. This relieves the Internal staff from having to evaluate incoming plans.
- **Submit** their project information and plan review documents and supporting attachments to Intake staff for a completeness check.
- Utilize the goPost project Dashboard to monitor the status of their projects.
- **Receive** email alerts from goPost as the project application is processed at each milestone.
- **Download** reviewed plans and correction reports returned from EPR.
- **View** the document plan review status (approved, resubmit.) when it has been made available in EPR.
  - o Upload the next submittal via goPost, if requested.
- View the project status as it exists in EPR (open, closed, etc.)
- Create and manage unlimited project applications to the Client.
- Request support, as needed, which will generate an email to goPost Intake staff.
- Access the goPost *Wiki* page for online help, as desired.

goPost Client Intake Staff

Intake personnel at the Client will utilize *goPost* to evaluate the project information and incoming documents submitted by the Applicants, including evaluating whether incoming documents meet the Client's file naming requirements.

Client Intake staff will *'submit'* GoPost projects and documents to *EPR* for processing.

The goPost Intake Staff will:

- Create a goPost user account (as an Internal User) which is then 'activated' by the Client's goPost Administrator, including multifactor authentication challenge questions for enhanced security.
- Receive email alerts when new projects have been submitted by an 'Applicant'.
- Monitor the status of goPost projects via the Dashboard.
- Perform intake on a submitted goPost project to validate the information and submitted documents meet expectations, in much the same way as the 'counter reviews' are conducted in person.
- To complete the intake review, the Intake staff may:
    - Modify the project information submitted by the Applicant to:
    - Deny the project outright.
    - Accept the project for electronic plan review.
    - Place the project on hold until payment is received.
- Accept the project hold once fees are paid.
    - Place the project on hold for other issues (incorrect valuation, scope of work notes, etc.)
- Accept the project once the required information has been corrected by the Applicant.
    - Place the project on hold for 'file related' issues (missing files, etc.).
- Accept the project once the file issues have been corrected by the Applicant.
    - Communicate with the Applicant via emails sent from goPost.
- Receive support requests from goPost Applicants.
- Receive technical support from the e-PlanSoft support team via the e-PlanSoft ticketing system, available from within goPost.
- Access the goPost *Wiki* page for online help, as desired.

In addition to performing intake tasks for projects and documents submitted by Applicants, the Intake staff may also create project applications *on behalf of Applicants*, if necessary. The designated Applicant can then be instructed to upload their documents and can 'take ownership' of the project record. This functionality is helpful for Applicants who may be challenged technically.

goPost Administrator
The goPost Administrator(s) will have permissions to access the goPost Settings panel to:

- Brand the goPost landing/login page with the welcome text and applicant instructions, etc.
- Create and manage Applicant and Intake User accounts.
- Create and manage standard goPost Portal configurations.
- Modify the goPost panel instructions, if desired.
- Complete the goPost SMTP settings/credentials page.
- Create and manage goPost alert messages, as desired.

Additionally, the Administrator(s) may perform the same tasks as the Intake staff, including have full access to the projects submitted by the Applicants.

Standalone Deployment Future Integration

The Client has requested a stand-alone deployment of EPR without integration to *a 3rd party permitting system*. EPR has an extensive application programming interface (**API**) library that can support bi-directional integration to many web-based permit and land management systems.

Upon deployment of the City's chosen permitting system e-PlanSoft is committed to working with City IT staff and/or Third-party consultants to complete an integration provided that the chosen permitting system have standard REST-based or SOAP-based API.

Section II: Project Execution Methodology and Plan

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by e-PlanSoft™ ("e-Plan") to The City of Garden Grove CA ("**Client**"), for a cloud hosted rapid deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

The project team will schedule weekly conference calls. An updated schedule and an updated progress report that includes the following will be provided:

- Activities completed within the current reporting period.
- Activities planned for the next reporting period.
- Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- Issues or problems requiring resolution.
- The status of any changes that affect scope

Project Timeline

At the core of that plan is a detailed **Project Timeline** that includes implementation milestones and activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies.

We will provide a Project Timeline using Smartsheets based on the current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to review timeframes, to ensure activities are clearly defined and ensure each activity reflects an appropriate level of detail. Each activity will be assigned to a person/group who are responsible for ensuring it is completed successfully.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must be completed in a specific order, based on identified dependencies. The combined end-to-end duration of all activities represents the project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

e-PlanSoft's Project Manager will meet in person and/or remotely with the Project Team members on a weekly basis.

In each meeting an updated project schedule and a progress report that includes the following will be provided:

- ✓ Activities completed within the prior reporting period.
- ✓ Activities planned for the next reporting period.
- ✓ Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- ✓ Issues or problems requiring resolution.
- ✓ The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

The proposed implementation schedule begins once the Client has executed the Contract Acceptance. The project will begin shortly after contract signing on a mutually agreed upon date and time via a remote (Zoom) kickoff with both teams.

Assumptions and Constraints

Project risk is defined as those conditions that will adversely impact the schedule and cost baseline on the Project Schedule. The conditions include organizational functional and resource dependencies. The inter- and intra- dependencies of greatest impact are described below:

- ✓ Weekly conference calls will be held for the duration of the project, through go-live and recommended for one (1) month following launch.
- ✓ The Client shall provide the required documentation necessary to successfully complete the project.
- ✓ The Client commits the necessary staff and dedicated resources be available for the agreed upon project schedule timeline.
- ✓ Delays to the project caused by staff unavailability will negatively impact the project's success.

User Workstations

EPR is supported on the Chrome and chromium-based Microsoft Edge (as of the January 2020 release) web browsers. EPR Reviewers should have at minimum, two 27+ inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two monitors is recommended.

All users should also have access to a PDF viewer, such as Adobe Reader DC, on their local machine. For counter/intake staff, access to a PDF editor such as Adobe Acrobat Pro is recommended.

Additional information regarding user workstation requirements is available here

e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Team Members	Role	Responsibilities
Debra Schmitt	Senior Director of Professional Services	Responsible for overseeing the Project Timeline. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Amber Anderson	Implementation Manager	Assists with product configuration of EPR, conducts user training sessions and oversees our customer support team.
Jorge Raya-Navarro	Technical Support Manager	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.
Sean Hooper	Director Client Experience	Ensures the end result of the project implementation meets Client expectations per this SOW.

The Clients Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the below chart is understood.

The core team should be comprised of *subject matter experts* (SME's):

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/ Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.

Section III: Project Launch and Milestones

Client Acceptance Criteria:

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the default acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed "big bang" approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. **Contract Acceptance**
2. **Discovery**
3. **Configuration**
4. **User Training**
5. **User Acceptance Testing**
6. **Go Live**

1. Contract Acceptance Milestone

Contract execution for the standalone cloud deployment of e-PlanREVIEW initiates the payment of subscription fees and any joint announcements.

Open Forum Project Kickoff Presentation

Our project kickoff presentation is a formal meeting that includes Client stakeholders, executives, staff, and the e-Plan team. During this presentation, we will review the high-level project plan, discuss the short and long-term goals, and generally describe the functionality of EPR.

This open forum provides a great opportunity to 'rally' the staff and set expectations for the what the finished implementation will deliver.

Change can be hard and without the backing and support of upper management, expectations for ongoing success may be negatively impacted.

In the Project Launch meeting, the e-Plan project manager and core Client personnel shall meet onsite to discuss the following. This meeting typically takes 3-4 hours.

1. Identify your agency's Project Manager who has deep expertise in the Client's internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. During the meeting, e-Plan will require an in-depth review of the Client's current *standard operating procedures* (SOP) regarding how plan review projects are created in the back office permitting system. Obtaining an updated copy of these SOPs is recommended.
3. Discussion to determine how and where electronic documents will be archived for long term retention.
4. Discuss and confirm the project timeline schedule for each milestone and all deliverables.
5. Confirm the schedule for weekly meetings.
6. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

Following the meeting, the e-Plan PM will share the project schedule via the Internet with the appropriate project team members. This schedule will be relied on to confirm each milestone event, critical dependencies and to document progress, decisions, and the plan of action.

A secure ShareFile site will be deployed via which the team can exchange documents.

2. Discovery Milestone

Following the project kick off presentation, the Discovery milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

The Client shall gather the following deliverables, listed below, in the format desired by e-PlanSoft. This information will be used to configure EPR in preparation of user acceptance testing.

- A list of Client departments (agencies), application types, and project types. Utilize SmartSheet.
- An updated staff organizational chart for the departments/agencies involved in the project.
- Usernames, user roles, department/agency affiliation, user email and phone number. Utilize SmartSheet.
- A sample representative document(s) for the Correction Report letter in Word format.
  - Agency logo in high quality, PNG format
- A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
  - PNG images with transparent backgrounds are recommended.
- Standard Comments/Checklists formatted to be uploaded into the EPR Standard Comment Library, utilizing SmartSheet.
- A matrix that contains:
  - A list of EPR users who are expected to have project access to new projects, based on Project Type, so that these lists can be configured for automatic membership to projects. (Project membership regulates some abilities within EPR.)
  - A list of most typical assignment workflow distributions based on Project Type, for configuration in EPR to prompt suggested default assignments during document intake by Client staff. (Suggestions may be overwritten as needed by staff during first submittal intake.)
  - File-naming requirements for incoming documents, based on project type (if desired).
- A Client email account that EPR will use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

Any information not readily available during the discovery shall be prepared and supplied to the e-Plan team during the beginning of the configuration milestone.

3. Configuration Milestone

Utilizing some of the deliverables gathered in the Discovery milestone, the following tasks will then be performed by e-Plan:

- Creation of User accounts for the Client's core team (SME's). These individuals will conduct user acceptance testing (UAT).
- Configure groups (departments/agencies).
- Configure application and project type lists.
- Configure one Correction Report template. (Other templates will be created during UAT.)
- Configure one Assignment Distribution workflow. (Other workflows will be created during UAT.)
- Configure one Project Team Membership. (Other team membership configurations will be created during UAT.)
- Upload the Client's representative standard comments into the EPR Comment Library.

4. User Training Milestone

e-PlanSoft will provide comprehensive training for EPR users per the schedule below, all sessions will occur virtually. Onsite training is optional.

Training (Train the Trainer) is offered as follows:

Course Description	Intended Audience	Session(s)	Duration
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators (recommended max 3-5 persons)	1	**3 hours**
EPR training for Intake and Deliverables: Creating and managing Projects, Teams and assignments. Scout inspection and OCR. Preparing Correction reports and project deliverables. Document versioning.	Permit Intake staff, Group managers, Permit QA Supervisors (max 12 people per session, though smaller groups recommended)	1	**3 hours**
EPR training for Reviewers: Performing electronic plan review. Plan review using *paper-based* plans. Completing assignments. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors. (max 15 people per session, though smaller groups recommended)	1	**3 hours**

Training Materials

EPR online documentation, training videos, and help can be accessed from within the products by clicking the help icon.

Training Environment

To facilitate the best possible experience, user training should be held in a classroom environment that provides:

1. Workstations/laptop for your staff running the latest version of the Chrome browser.
    a. 27-inch monitor or larger.
2. A large screen TV/projector.
3. Access to a speaker phone or other setup for recording training audio.

A maximum class size of 15 users is recommended to complete the training in the time allotted.

5. User Acceptance Testing

User Acceptance Testing for Administrators (Initial Configuration)

Following the initial configuration above, the project team will schedule Administrator training to continue EPR configuration for the following items. (These tasks are considered part of UAT for the administrators.)

Once these tasks are complete, general UAT can be performed to test the overall configuration.

- Configure the EPR color scheme 'branding' and login page landing image.
- Upload Electronic stamps (.PNG format) and assign them to the appropriate Reviewers.
- Creation of remaining EPR user accounts.
- Look up list configuration.
- Confirm/configure the EPR permission settings.
- Enter the Client email account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
- Provide the URL for the EPR *Electronic Plan Review Submittal Requirements* document for dissemination to the Client's constituents on the Client's webpage (Client responsibility.)
- Configure one or two additional Correction Report templates, as needed.
- Batch upload(s) additional standard comments into the EPR Comment Library, as needed.
- Configure assignment distribution workflows for each project type to assign plans to the appropriate divisions/departments.
- Configure project team membership templates for each project type.
- Create sample projects and upload sample plans for training of Client staff. Plans shall meet the electronic submittal requirement
- Validate that initial configured workflow roundtrip (submittal, intake, review, and deliverable) process works as expected.

User Acceptance Testing – Core Project SME's

Testing EPR for UAT includes the following:

- Validating submittal and intake process meet needs for all project types.
- Processing incoming documents from intake to distribute plans to the appropriate staff.
- Confirming *optical character recognition (OCR)* of the sheet numbers on the incoming plans.
- Performing plan review including adding comments, markups, stamps, measurements.
- Completing an assignment task.
- Generating a Correction Report.
- Preparing a deliverable package for return to the Applicant.
- Accepting and routing the next submittal to the plan reviewers.
- Stamping the final approved set of plans and downloading them to the Client's EDMS/document storage location.

6. Go-Live Client Sign-Off

This completes the implementation of the project. All milestone deliverables are complete.

Soft Launch for Targeted Clients

We recommend a *soft launch* approach as the Client rolls out to a targeted number of your constituents. Choose customers who express an interest in going paperless. This will provide time for everyone to settle in and get comfortable with the process changes, after which the Client can expand the offering on more clients in a managed schedule.

We will provide the Electronic Document Submittal Recommendations and communicate best practices for success.

A member of the e-PlanSoft Implementation team will be available for on-site go live support including answering user product questions, assisting with customer questions, triaging any product issues (should they arise) and work with additional e-Plan staff to find a resolution if one is required.

Following the soft launch period, the project team should meet to evaluate *Lessons Learned*, implement any necessary changes in procedure and confirm their effectiveness prior to formal go-live.

Go-Live Communication

When announcing a formal Go-Live date to launch electronic plan review services, we recommend the following:

- Update Client website.
- Conduct Workshop events for training customer on preparing the plan review documents to meet submittal recommendations.
- Publish testimonials from the customers who participated in the soft launch.
- Work with our Marketing Department for any announcements.

Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, and escalated as necessary. The Change Order Process is defined anything that changes the Statement of Work, duration of the project or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarify impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

- All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).
- In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
- Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
- Hourly rates defined in your Purchase Order/Sales Order will apply.

Sample Change Order Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)
Urgency Level: ☐ High ☐ Medium ☐ Low

Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:

Description of Change

Impact of Change(s):
Impact on Resources:
Impact on Schedule:
Impact on Requirements:

Impact on Cost:

Assumptions / Risks

Alternatives to Proposed Change(s) (if any)

SUMMARY of Total Impact of Change
Resources:
Schedule:
Requirements:
Cost:

Sub-Contractor Approval

_____   Date _____

Client Approval

_____   Date _____

Section IV: Sales Quote

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

QUANTITY	UNIT(S)	DESCRIPTION	COST		EXTENDED COST	
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	60,000.00	$	60,000.00
1	License	e-PlanSoft - goPost Portal	$	10,000.00	$	10,000.00
			Subscription Fee Sub-total		$	70,000.00
IMPLEMENTATION, TRAINING						
40	Hours	Project Management	$	200.00	$	8,000.00
40	Hours	EPR Deployment, Set Up and Configuration	$	200.00	$	8,000.00
1	Day(s)	User Training (On-Site Optional)	$	1,600.00	$	1,600.00
1	Day(s)	Virtual Project Kick Off and Workshop (On-Site Optional)	$	1,600.00	$	1,600.00
			Implementation Sub-total		$	19,200.00
			Subscription and Implementation Fee Total - Year 1		$	89,200.00
Year 2 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	63,000.00	$	63,000.00
1	License	e-PlanSoft - goPost Portal	$	10,500.00	$	10,500.00
			Subscription Fee Total - Year 2		$	73,500.00
Year 3 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	66,150.00	$	66,150.00
1	License	e-PlanSoft - goPost Portal	$	11,025.00	$	11,025.00
			Subscription Fee Total - Year 3		$	77,175.00
Year 4 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	69,457.50	$	69,457.50
1	License	e-PlanSoft - goPost Portal	$	11,576.25	$	11,576.25
			Subscription Fee Total - Year 4		$	81,033.75
Year 5 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	72,930.38	$	72,930.38
1	License	e-PlanSoft - goPost Portal	$	12,155.06	$	12,155.06
			Subscription Fee Total - Year 5		$	85,085.44
			Total 5 Year Investment		$	405,994.19

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 5%.
*Subscription fees are due at time of signing.
*Travel expenses & Per Diem billed at Cost.
***This Quote is valid for 60 days.

Section V: Payment Schedule

Payment Schedule

Contract Signed - Year 1

e-PlanREVIEW - Subscription fee		**$60,000.00**
goPost Public Portal Subscription		**$10,000.00**
Total License Fee (Due at Signing)		**$70,000.00**

Professional Services

Contract Acceptance (Due at Signing)	20%	$3,840.00
Discovery Milestone	15%	$2,880.00
EPR Configuration Milestone	15%	$2,880.00
Training Milestone	15%	$2,880.00
UAT Milestone User	15%	$2,880.00
Go Live - Client Signoff	20%	$3,840.00
Total Professional Services		**$19,200.00**
Total Year 1 Project Fee		**$89,200.00**

*e-PlanREVIEW & GoPost subscriptions Due on date of contract execution.

*Professional services invoiced upon milestone completion.

*Yearly Subscription Fees due on anniversary of contract signing.

e-PlanSoft™

Schedule C: Sales Order Form

This Order Form incorporates and is subject to the terms and conditions of the Master Licensing Agreement. Service details are set forth in Exhibit A, Scope of Service.

Primary Customer Contact:

Bill To:
Name: Garden Grove
Address: 11222 Acacia Parkway
Garden Grove, CA 92840

Contact: Alana R. Cheng
Email: alanac@ggcity.org
Phone: 714-741-5998

Subscription Software as a Service:
ePlan REVIEW – Unlimited Users

Services: 80 hours

Order Form Effective Date: Date of Signature _____2021

Term: The term is 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: Agreed upon payment terms as listed in Garden Grove's RFP.

Purchase Order Information: Is a Purchase Order (PO) required for the purchase or payment of the Products and Services listed on this order form? (Customer to complete)

[   ] No
[   ] Yes – Please complete below

PO Number:
PO Amount:

FEE SCHEDULE: See quote		
Annual License Fee	$70,000	Payment is due in full upon execution of this Order Form.

Project Management, Implementation and Training Services	**$19,200**

2416515
Rev: 12/1/2020

EXHIBIT "B"

Section IV: Sales Quote

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

QUANTITY	UNIT(S)	DESCRIPTION	COST	EXTENDED COST
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 60,000.00	$ 60,000.00
1	License	e-PlanSoft - goPost Portal	$ 10,000.00	$ 10,000.00
			Subscription Fee Sub-total	$ 70,000.00
IMPLEMENTATION, TRAINING				
40	Hours	Project Management	$ 200.00	$ 8,000.00
40	Hours	EPR Deployment, Set Up and Configuration	$ 200.00	$ 8,000.00
1	Day(s)	User Training (On-Site Optional)	$ 1,600.00	$ 1,600.00
1	Day(s)	Virtual Project Kick Off and Workshop (On-Site Optional)	$ 1,600.00	$ 1,600.00
			Implementation Sub-total	$ 19,200.00
			Subscription and Implementation Fee Total - Year 1	$ 89,200.00
Year 2 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 63,000.00	$ 63,000.00
1	License	e-PlanSoft - goPost Portal	$ 10,500.00	$ 10,500.00
			Subscription Fee Total - Year 2	$ 73,500.00
Year 3 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 66,150.00	$ 66,150.00
1	License	e-PlanSoft - goPost Portal	$ 11,025.00	$ 11,025.00
			Subscription Fee Total - Year 3	$ 77,175.00
Year 4 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 69,457.50	$ 69,457.50
1	License	e-PlanSoft - goPost Portal	$ 11,576.25	$ 11,576.25
			Subscription Fee Total - Year 4	$ 81,033.75
Year 5 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 72,930.38	$ 72,930.38
1	License	e-PlanSoft - goPost Portal	$ 12,155.06	$ 12,155.06
			Subscription Fee Total - Year 5	$ 85,085.44
			Total 5 Year Investment	$ 405,994.19

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 5%.
*Subscription fees are due at time of signing.
*Travel expenses & Per Diem billed at Cost.
***This Quote is valid for 60 days.

Section V: Payment Schedule

Payment Schedule

Contract Signed - Year 1

e-PlanREVIEW - Subscription fee		$60,000.00
goPost Public Portal Subscription		$10,000.00
Total License Fee (Due at Signing)		**$70,000.00**

Professional Services

Contract Acceptance (Due at Signing)	20%	$3,840.00
Discovery Milestone	15%	$2,880.00
EPR Configuration Milestone	15%	$2,880.00
Training Milestone	15%	$2,880.00
UAT Milestone User	15%	$2,880.00
Go Live - Client Signoff	20%	$3,840.00
Total Professional Services		**$19,200.00**
Total Year 1 Project Fee		**$89,200.00**

*e-PlanREVIEW & GoPost subscriptions Due on date of contract execution.

*Professional services invoiced upon milestone completion.

*Yearly Subscription Fees due on anniversary of contract signing.