Ordinance No. 24 - 4364

ORDINANCE AUTHORIZING THE PURCHASE OF SOFTWARE AND SERVICES FOR A BUILDING PERMIT AND PROPERTY MAINTENANCE CODE ENFROCEMENT SYSTEM FOR THE DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, pursuant to the statutory authority of the Village of Barrington ("the Village"), the Village wishes to purchase certain software, equipment, and services in the nature of a building permit and property maintenance code enforcement system for use by the Development Services Department and to authorize and accept the Order Form Quote No. Q-01959-3 dated December 6, 2023 (the "Cloudpermit Quote") received from Cloudpermit, Inc., 11911 Freedom Drive, Suite 720, Reston, Virginia 20190 ("Cloudpermit") for the purchase of such software, equipment and services for such permit and property maintenance system pursuant to the Cloudpermit Software Service Agreement dated December 15, 2023 attached hereto as part of Group Exhibit A and thereby made a part hereof at an initial not-to-exceed first year cost of $27,500.00 and a succeeding annual not-to-exceed cost of $16,000.00 for years two through three; and

WHEREAS, Cloudpermit's building permit and property maintenance code enforcement system will provide a cloud-based solution for the submission, review, issuance, payment processing and tracking of building permits and property maintenance code enforcement cases from a single unified web-based application; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to authorize the Village to accept the Cloudpermit Quote for the aforesaid building permit and property maintenance code enforcement system at the respective costs of an initial not-to-exceed first year cost of $27,500.00 and a succeeding annual not-to-exceed cost of $16,000.00 for years two through three (the "Cloudpermit Quote") and to approve and execute the related Cloudpermit Software Service Agreement dated December 15, 2023 attached hereto as part of Group Exhibit A and thereby made a part hereof:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, pursuant to the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities find that the facts set forth in the preamble to this Ordinance are true and correct and are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The Cloudpermit Quote No. Q-01959-3 dated December 6, 2023 and the related Cloudpermit Software Service Agreement and Terms of Service attached hereto as Group Exhibit A and thereby expressly made a part hereof, are hereby accepted and approved by the Corporate Authorities of the Village and a contract is hereby awarded to Cloudpermit to provide to the Village the aforesaid building permit and property maintenance code enforcement system at the respective costs of an initial not-to-exceed first year cost of $27,500.00 and a succeeding annual

not-to-exceed cost of $16,000.00 for years two through three, subject to the conditions hereinafter set forth, and pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals which might otherwise be required by law or by ordinance with respect to the aforesaid contract with Cloudpermit.

SECTION 3: The Village President, or her designee, is hereby authorized on behalf of the Village to accept and execute and the Village Clerk is authorized to attest and deliver to Cloudpermit executed originals of both the Cloudpermit Quote and the Cloudpermit Software Service Agreement dated December 15, 2023 attached hereto as part of Group Exhibit A and thereby made a part hereof, which, together with the related Terms of Service, collectively constitute and are referred to herein as "the Contract" and which are all attached hereto as Group Exhibit A and expressly made a part hereof, and to take all other necessary and appropriate actions to accomplish and implement said purchase as herein provided.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED THIS 22 DAY OF JANUARY, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Selden, Wondra, Duncan, Hoganson, Riggs & President Darch

NAYS: None

ABSENT: None

RECUSE: None

APPROVED THIS 22 DAY OF JANUARY, 2024

Karen Darch, Village President

ATTESTED AND FILED THIS 22ND DAY OF JANUARY, 2024

Tony Cigarek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) Cloudpermit Order Form Quote No. Q-01959-3 dated December 6, 2023
(2) Cloudpermit Software Service Agreement dated December 15, 2023
(3) Cloudpermit Terms of Service

Cloudpermit

Order Form

Cloudpermit
11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order #:	Q-01959-3
Customer #:	CUST-0029676
Date:	2023-12-06
Sales Person:	Peter Rotenberg
Sales Person Email:	peter.rotenberg@cloudpermit.com
Delivery Method:	E-Mail

Ship To
Jennifer Tennant
Barrington
200 South Hough Street
Barrington, Illinois 60010
United States
(847) 304-3460
jtennant@barrington-il.gov

Bill To
Barrington
200 South Hough Street
Barrington, Illinois 60010
United States

Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 12,000	USD 12,000	USD 12,000
Code Enforcement	Annual Total	USD 4,000	USD 4,000	USD 4,000
	Subscription Total:	USD 16,000	USD 16,000	USD 16,000

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

Service

Description	Fee
Data Import	USD 7,000
Implementation Fee - Building Software Solution	USD 3,000
Implementation Fee - Code Enforcement Software Solution	USD 1,500
Service Total:	USD 11,500

Customer Total First Year:	**USD 27,500**

Terms and Conditions

Term:	3 years, billable annually.
Invoicing:	The first subscription invoice will be deferred through 2024-01-31 and then sent annually. First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) 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
Invoice Date:	2024-01-31

All stated prices are exclusive of any taxes.

Customer Name:	Village of Barrington
Signature:	Karen Y Darch
Printed Name of Person Signing:	Karen Darch
Title:	Village President
Date:	1/22/2024
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:	

Cloudpermit Software

Service Agreement

THIS AGREEMENT is made by and between the "**Customer**" as identified in the Order Form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190 ("**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 the USA.

"**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 provided by the Customer to Cloudpermit, 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 that Customer has designated or authorized to use 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.

"End User Data" means the information, data and other content that is provided by an End User to Cloudpermit but does not include any content that is publicly available, currently or in the future.

"**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 www.cloudpermit.com 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 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 RESPONSIBILITES

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 www.cloudpermit.com 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, End User 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, End User Data, Identifiers, unauthorized access to the Cloudpermit Software, unauthorized access to or acquisition of Customer Data or End User Data, 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. 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 www.cloudpermit.com 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 and End User 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 and End User Data, including uploading or other use or processing of Customer Data and End User 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 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.

6.8 Cloudpermit will provide a mechanism for the Customer to download and export Customer Data and End User 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.

6.9 Upon termination of the Order Form for any reason, whether or not Customer has retrieved Customer Data, Cloudpermit reserves the right to permanently and definitively delete the Customer Data held in the Services thirty (30) days following termination of the Order Form.

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 any additional terms and conditions for use by End Users.

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.

7.4 Cloudpermit may change any Customer Identifier and will provide prompt notice to Customer of such change.

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 the USA.

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 and End User 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.

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.

10.3 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.

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 www.cloudpermit.com 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.

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 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.

12.4 NOTWITHSTANDING THIS SECTION 12, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DELIBERATE BREACH, DELIBERATE DEFAULT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

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 state or federal open records 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 state 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 www.cloudpermit.com 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:	Village of Barrington
Signature:	Karen Y Darch
Printed Name of Person Signing:	Karen Darch
Title:	Village President
Date:	1/22/2024

☑ 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.

	Cloudpermit
Signature:	
Printed Name of Person Signing:	**Jarkko Turtiainen**
Title:	**SVP North America**
Date:	

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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**									

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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 3rd party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3rd party payment providers, however, if the municipality uses another 3rd 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 1st 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.