

PermitDocs Inc.

Platform License and Terms of Service

Effective Date: December 9, 2019

1. Welcome and Introduction

Welcome to PermitDocs! Every dream ever built began with research. That's why PermitDocs was founded by industry veterans to change the way Architecture, Engineering, Construction, and Real Estate professionals conduct their research. PermitDocs is a software platform that provides fast access to property information and zoning codes for land use and development.

Please carefully read through this Platform License and Terms of Service ("**Agreement**"), since they are a binding agreement between you and PermitDocs, Inc. ("**PermitDocs**," "**Company**," "**we**," "**us**," "**our**"). The Agreement is effective when you sign up or otherwise use any of the Services or access any content or material that is made available by PermitDocs through the Services (the "**Content**").

This Agreement incorporates our [Privacy Policy](#). You acknowledge that you have read and understood the Agreement and agree to be bound by it. If you don't agree with (or cannot comply with) the Agreement, then you may not use the Service or consume any Content.

The term "Services" includes all the software, applications, widgets, tools, and functionality made available through the Services, including the help desk system, connectivity API's, and related support services. Any new features which augment or enhance the current Services, including the release of new features or products, including those that require additional fees, are also included in the term "Services." However, the term "Services" does not include Professional Services. "Professional Services" means any work we do at your request to develop features, modifications, or customizations for your specific use, as well as any other work we do for you that are not included in our standard Services. If you ever require Professional Services, we (or an associated partner) will enter into a separate written agreement with you outlining the Professional Services and the terms under which they will be provided.

You may sign up for the Services using an online form, paper agreement, or other paper or electronic means acceptable to PermitDocs ("**Order Form**"). Any properly-executed Order Form is incorporated into this Agreement, and you agree to its provisions as if it were fully set forth herein. To the extent any provision of a duly executed Order Form

accepted by PermitDocs conflicts with the provisions of this Agreement, the provisions of the Order Form will prevail.

2. Exchange and Use of Information

As part of the Services, we provide you access to a great deal of third-party data (“**Third-Party Data**”). This data may include local rules, regulations, ordinances, and laws related to your projects. It may also include maps, permit history, and other data regarding the location, zoning, and development of various properties, as well as other information. All the information we provide to you through the Services that we obtain from third parties is included in the term “Third-Party Data.” Our license to you includes access to the Third-Party Data, but we do not offer any warranty or representation regarding the Third-Party Data, including its accuracy, timeliness, or completeness. You are solely responsible to ensure that the Third-Party Data you access or use is accurate, timely, and complete.

Your use of the Services may involve the processing of information concerning you or your business activities, including specific information regarding your customers, clients, services, and finances. This specific information (“**Your Data**”) belongs to you. You exclusively own Your Data.

Certain portions of the Services allow you to upload or post (“**post**”) content to the Service that may or may not be intended to be made available to third parties (including, for example, drawings, maps, collections, pictures, text, messages, information, and/or other types of content) (“**User Content**”). User Content may include libraries and collections consisting of Third-Party Data that are created by you for the purpose of gathering and organizing Third-Party Data in connection with your own projects. For the avoidance of doubt, “User Content” includes any such content posted to any support community we may establish, as well as to any other part of the Services.

You represent and warrant that, with respect to any User Content you post, (1) you have the right to post such User Content, and (2) such User Content, or its use by Company as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Company or any entity or individual without express written consent from such individual or entity.

You grant us a non-exclusive, transferable, assignable, royalty-free, worldwide license to use User Content and Your Data in connection with the Services that we provide to you.

3. Received Materials

If you send us any comments, materials, or letters including, without limitation, questions, comments, suggestions, criticisms or the like (“**Received Materials**”), those Received Materials may be deemed by us to be non-confidential and free of any claims of proprietary or personal rights. Company shall have no obligation of any kind with respect to such Received Materials, and Company will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction. Furthermore, Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information or ideas, without compensation or any other obligations to anyone, including you.

4. Changes to this Agreement

This Agreement may be changed only by an amendment signed by both parties. At certain times, we may need to amend this Agreement in ways that are immaterial to you. Any such changes will be effective upon such amendment. If we make any amendment that is material to your interest, we will notify you via the platform or by sending you an e-mail. If you wish to terminate this Agreement upon receipt of such notice, you may do so by e-mailing us at support@permitdocs.com. Any other changes must be in writing signed by both parties.

5. Services, Payment, and Term

Certain of our Services are offered without charge. For others, you are required to pay a subscription fee (“**Fee**”). The description of which Services are free and which Services require the payment of Fees is set forth in the Order Form describing the Services when you sign up, and the Services and the Fees payable may change from time to time with or without notice.

When you sign up using a credit card or other payment method, you authorize us to make the charges disclosed to you at the time you sign up, including recurring payments, where applicable.

The term of this Agreement shall be the period set forth in the Order Form, or if no term is set forth in the Order form, a period of one year, with a one-year renewal occurring automatically at the end of each year unless a party notifies the other not less than 30 days prior to the end of the then-current term that it intends to terminate this Agreement.

6. Trials and Beta Testing

From time to time, we or others on our behalf may offer access to beta versions of the Services or trials of paid subscriptions for a specified period without payment or at a reduced rate (each, a “**Trial**”). We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we’ll require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU THE APPLICABLE FEES ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL, ON A RECURRING MONTHLY BASIS. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE TRIAL. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE RECURRING MONTHLY PERIOD. PAID SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

IF THE TRIAL CONSISTS OF ACCESS TO A BETA VERSION, YOU ACKNOWLEDGE THAT THE BETA VERSION HAS NOT BEEN FULLY DEVELOPED AND MAY BE SUBJECT TO DEFECTS THAT WOULD BE UNACCEPTABLE IN A FULLY DEVELOPED VERSION. YOU AGREE THAT THE LICENSE GRANTED UNDER A BETA TRIAL IS WITHOUT WARRANTY OF ANY NATURE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS NON-INFRINGEMENT, AND ANY OTHER WARRANTY. BETA USERS HAVE NO CLAIM WHATSOEVER AGAINST US FOR ANY REASON WHATSOEVER.

7. License and Acceptable Use

Company hereby grants you, subject to this Agreement, a limited non-exclusive, non-sublicensable, non-transferable, license to use the Services for your internal business purposes. You have no rights in the Services other than as expressly provided in this Agreement. You may not download any portion of the website or use of any Services other than for your own personal business use. You may not use any data mining, robots, or similar data gathering tools or otherwise exploit your access to the Services for any commercial purpose. You may not use any of our intellectual property, including without limitation our trademarks, logos, or other proprietary graphics, without

express written permission, which may be denied in Company's absolute discretion. Company's logos and product and service names are trademarks of Company. All other trademarks appearing on the website or in connection with the Services are trademarks of their respective owners, and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made.

In addition to any other things that might constitute a misuse of the Services, you must not, and must not attempt to do the following things:

- modify, alter, tamper with, repair or otherwise create derivative works of any of the Services;
- reverse engineer, disassemble or decompile the software used to provide or access the Services, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- use the Services for research or benchmarking or any related endeavor with the intent of creating a competing or similar product;
- use the Services in any manner or for any purpose other than as expressly permitted by this Agreement, the Privacy Policy, or any other policy, instruction or terms applicable to the Services;
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- remove, obscure or alter any proprietary rights notice pertaining to the Services;
- access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
- use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Company; (iv) store or transmit inappropriate content, such as content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (v) store or transmit any content that contains or is used to initiate a denial of

service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (vi) abuse, harass, stalk or otherwise violate the legal rights of a third party;

- interfere with or disrupt servers or networks used by Company to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any of the Services;
- access or attempt to access Company's other accounts, computer systems or networks not covered by this Agreement, through password mining or any other means;
- cause, in Company's sole discretion, inordinate burden on the Services or Company's system resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third party to access or use the Services.

8. Third-Party Applications

The Services may be integrated with third-party applications, websites, and services, such as Google Maps and similar tools ("**Third Party Applications**") to make available content, products, and/or services to you. These Third-Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and are not responsible or liable for the behavior, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications.

9. Your Account and Collaborators

You are responsible for maintaining the confidentiality of any account information, including your login and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content in its sole discretion. You are also solely responsible for the accuracy and currency of the data entered into the Services under your user account. You agree to indemnify and hold Company harmless from and against any claim related to content, accuracy, or currency of the information you provide through the Services.

The Services may provide you with the opportunity to invite designers, engineers, attorneys, planners, and other service providers ("**Collaborators**") to access Your Data

and User Content associated with your account. If this functionality is made available to you and you use this functionality, you shall be solely responsible for the actions of your Collaborators. Company may limit the number of licensees with whom an individual Collaborator may collaborate and may require a Collaborator to obtain a paid license at any time, in Company's sole and absolute discretion. Collaborators are not third-party beneficiaries of this Agreement and are not entitled to any remedies or rights under this Agreement.

10. Confidentiality

10.1 Confidential Information. During the term of this Agreement, each party or its employees, consultants, or agents may receive information of the other party that is proprietary or confidential ("**Confidential Information**"). Each party agrees to hold the Confidential Information of the other party in confidence and not to disclose such Confidential Information to any third parties except as expressly authorized by this Agreement or to use such Confidential Information for purposes outside the scope of this Agreement. Each party may disclose the Confidential Information of the other party only to its employees, consultants and agents who need to know such Confidential Information for the purposes of this agreement and who are subject to confidentiality obligations at least as protective of the Confidential Information as those set out herein. Each party will advise its employees, consultants and agents of their responsibilities under this Agreement and be responsible for any breach of this section by its employees, consultants or agents. Confidential Information shall not include information that is: (a) part of, or becomes part of, the public domain (other than by disclosure by the receiving party in violation of this Agreement); (b) previously known to the receiving party without an obligation of confidentiality; (c) independently developed by the receiving party outside this Agreement; (d) rightfully obtained by the receiving party from third parties without an obligation of confidentiality; or (e) otherwise addressed in this Agreement.

10.2 Exceptions. Notwithstanding the foregoing, either party may disclose the Confidential Information of the other party to the extent such disclosure is required to comply with applicable law or the valid order or requirement of a governmental or regulatory agency or court of competent jurisdiction, provided that the disclosing party (a) restricts such disclosure to the maximum extent legally permissible; (b) notifies the party to whom the Confidential Information belongs as soon as practicable of any such requirement; and (c) that subject to such disclosure, such disclosed materials shall in all respects remain subject to the restrictions set forth in this Agreement.

10.3 Remedies. The parties acknowledge that their respective Confidential Information is unique and valuable, and that breach by a party of the obligations of this section regarding the other party's Confidential Information could result in irreparable

injury to the other party for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or anticipated breach of this section, the affected party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

11. Links and Third-Party Rights

Company may provide links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability or content of such external sites or resources.

12. Copyright and Title

The Services and all copyrights, trade secrets and other proprietary rights therein, including any derivative work, are, and will remain the sole property of Company, regardless of the use made by you; and are protected by certain United States and international copyright laws and trademark laws. The Services are licensed, not sold, to you. This Agreement confers no title of ownership in the Services and are not a sale of any rights in the Services, including any intellectual property rights related thereto.

13. Warranty

Company warrants that the Services, with the exception of any beta trial, and all elements thereof do not infringe the intellectual property rights of any third party. Notwithstanding the foregoing, Company does not warrant that it owns or has licenses to any building codes made available through the Services, and its agreement to indemnify you does not extend to any claim by a third-party provider that the use of any building codes infringes upon the rights of that third party.

14. Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND EVERY ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION THIRD-PARTY CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, CURRENCY, COMPLETENESS, ACCURACY, OR TRUTHFULNESS OF ANY INFORMATION PROVIDED BY OR WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE WEBSITE AND/OR DELIVERY OF THE

SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. Because some jurisdictions may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in this Agreement are for your benefit only.

15. Limitation of Liability

IN NO EVENT WILL COMPANY, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU DURING THE 12-MONTH PERIOD PRIOR TO SUCH CLAIM ARISING. THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.

16. Service Limitations and Modifications

Company will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services or any function or feature thereof. You understand and agree that Company has no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Services. Company and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

17. Term and Termination; Survival

This Agreement may be terminated by either party upon the breach of any material provision of this Agreement that is not cured within thirty (30) days after notice of breach. However, in the event of termination for any reason, you acknowledge and agree that the perpetual license granted by you in relation to User Content is irrevocable and will therefore continue after expiry or termination of this Agreement. We may terminate this Agreement or suspend your access to the Services at any time, and with or without notice, in the event of your actual or suspected unauthorized use of the Services and/or Content. You may terminate this Agreement at any time, but no event shall you receive a refund of Fees, whether paid in arrears or in advance.

Any provisions of this Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreements to give effect to those provisions, shall survive termination.

18. Post-Termination Assistance

For a period of thirty (30) days following termination for any reason, Company agrees to provide Your Data to you in a reasonably approved format. If you desire any other assistance to transition to a new provider of similar services, Company may do so in its discretion after receipt of reasonable fees at Company's standard hourly rates for the provision of such transition services.

19. Governing Law and Jurisdiction

The Services are operated by Company from its offices in California in the United States. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to choice of law principles. You expressly agree that exclusive jurisdiction for any claim or dispute with Company, this Agreement, or relating in any way to your use of the Services resides in the federal and state courts located in the State of California, and you do hereby submit to and consent to jurisdiction and venue in the courts of that state. You agree to waive any defense pertaining to jurisdiction and venue. In the event any provision hereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

20. Attorney Fees

In case of an action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

21. Entire Agreement

This Agreement is a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both parties.

22. Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

23. Severability; Binding Effect

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

24. Force Majeure

Company will not be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Company's reasonable control.

25. Defense and Indemnification

In addition to the other provisions of this Agreement, you agree to defend Company from any actual or threatened third-party claim arising out of or based upon (1) your and your Collaborators' use of the Services, including without limitation any claim by your client or customer based on the inaccuracy, untimeliness, or incompleteness of any Third-Party data, (2) your failure to comply with any of the provisions of applicable law, and (3) your breach of any of the provisions of this Agreement. In addition, you agree to indemnify, defend, and hold harmless Company from and against: (a) all damages, costs, and attorneys' fees finally awarded against Company in any proceeding under this section; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Company in connection with the defense of such proceeding

(other than when you have accepted defense of such claim); and (c) if any proceeding arising under this section is settled, any amounts to any third party agreed to by you in settlement of any such claims.

26. Communications and Feedback

When you visit us at www.permitdocs.com (“**Website**”) or send e-mails to us, you are communicating with us electronically, and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Any comments, suggestions, feedback, or other assistance intended to help improve the Services (“**Feedback**”) shall belong exclusively to Company, and you shall not be entitled to receive any payment, royalties, or other compensation therefor, unless agreed otherwise in advance. If we provide a tool that allows you to give us Feedback regarding the accuracy, completeness, or timeliness of Third-Party Data, you warrant and represent that such Feedback will be correct to the best of your knowledge.

27. Independent Contractors

The parties to this Agreement are independent contractors, and there is no actual or intended relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party is an agent of the other party, and neither party has the authority to bind the other party, or to incur any obligation on the other party’s behalf.