

Plan-It License Agreement

City of Grand Rapids, Minnesota

This Software License Agreement (the "Agreement") is entered into by and between **Plan It Software LLC** ("Licensor") and the **City of Grand Rapids, Minnesota** ("Licensee").

These Software Terms of Use ("Terms of Use") govern your use of the Plan-It web-based software (the "Software"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "Documentation") provided to you for use pursuant to and subject to a software license agreement (the "Agreement") between PLAN IT SOFTWARE LLC ("Licensor") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is used ("Licensee").

SOFTWARE SERVICE LICENSE PROTECTION

- **License Grant.** Subject to your compliance with this Agreement, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, license to use the Software solely in accordance with the Documentation, as installed on the equipment provided by Licensee and for Licensee's internal business purposes.

Term. This Agreement shall commence on September 1, 2026 (the "Effective Date") and shall remain in effect for a period of three (3) years, expiring on the third anniversary of the Effective Date, unless earlier terminated as provided herein. Subject to the earlier termination provisions below, this Agreement may be renewed for an additional twelve (12) month period upon the terms and conditions agreed upon in writing by both parties. At least sixty (60) days prior to the expiration of the then-current term, Licensor shall provide Licensee with a proposed renewal invoice for review and consideration.

Agreement Termination. Either party may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice to the other party.

Intellectual Property. You acknowledge that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights to the Software other than to use the Software in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. Licensor reserves and shall retain its entire right, title, and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the license expressly granted to the Licensee in this Agreement. You shall use commercially reasonable efforts to safeguard all Software, including all copies thereof, from infringement, misappropriation, theft, misuse, or unauthorized access.

LIMITATIONS

- **Annual Subscription Service.** The Software is provided exclusively on an annual subscription basis, governed by the terms of this agreement, and is non-transferable. It may not be resold, redistributed, or sublicensed without the express prior written consent of Licensor. Unauthorized resale, redistribution, or sublicensing may result in the enforcement of Licensor's rights under applicable law.
- **Authorized Users.** Access to the Software is strictly limited to the number of authorized users expressly designated in your annual subscription plan. These users have full edit access to create, modify, and manage your CIP data. View-Only Users (unlimited, at no additional cost): Licensee can add unlimited view-only users, including Licensee employees outside the core team or even external stakeholders (example, consultants, board members, etc.) who need to review plans and reports, data. Sharing login credentials or granting access to unauthorized individuals is strictly prohibited and constitutes a material breach of this agreement, which may result in immediate termination of the subscription and enforcement of Licensor's rights under applicable law.
- **Service Modification.** You may not, without the prior written consent of Licensor: (a) modify, translate, adapt, or create derivative works or improvements, whether patentable or not, of the Software or any part thereof; (b) combine or incorporate the Software or any part thereof with or into any other programs; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or access the source code of the Software or any part thereof; or (d) remove, delete, alter, or obscure any trademarks, copyright, patent, or other intellectual property or proprietary rights notices included on or in the Software or its Documentation, including any copies thereof. Any violation of these restrictions constitutes a material breach of this agreement, which may result in immediate termination of the subscription and enforcement of Licensor's rights under applicable law.
- **Third-Party Access.** Subject to the Authorized Users provision above, Licensee may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service.
- **Support Services.** Licensor may, at its discretion, provide technical assistance for the Software through designated channels, including online help resources, email support, or other methods as specified. The use of such support services is subject to Licensor's prevailing support policies, as amended from time to time, and does not guarantee resolution of all issues. Any violation of these policies may result in suspension or termination of support services at Licensor's sole discretion.

DATA SECURITY AND PRIVACY

Plan It Software LLC, as Licensor, implements robust, industry-standard security measures to protect data entered into the Software by Licensee, ensuring its confidentiality, integrity, and availability. All

business and technical data provided by Licensee shall be deemed confidential and used by Licensor solely for the purpose of delivering the contracted services, except as otherwise permitted by this agreement. Licensor may disclose such data only with Licensee's prior written consent, as required by applicable law, regulation, or valid judicial order, or as necessary for Licensor's internal operational purposes, including but not limited to service enhancements, analytics, or compliance with Licensor's policies. Licensor shall have no liability for disclosures made in accordance with this clause or for data breaches resulting from Licensee's failure to comply with applicable security protocols or usage guidelines.

Upon termination of this Agreement for any reason, the Licensee shall have the right to retrieve all of their data, in a commercially reasonable format, from the Licensor's systems. The Licensor agrees to provide access to such data and any necessary assistance to facilitate the retrieval, provided that the Licensee makes such request within sixty (60) days of the effective date of termination. After such period, the Licensor may delete or archive such data in accordance with its standard data retention policies, unless otherwise required by applicable law.

SERVICE AVAILABILITY

Licensor is committed to providing reliable and consistent access to the Software. We maintain robust infrastructure and monitoring systems designed to achieve 99.9% uptime availability. Our service level commitment includes:

- **Infrastructure Reliability:** We utilize enterprise-grade hosting infrastructure with redundant systems and automated failover capabilities to minimize service interruptions.
- **Proactive Monitoring:** Our systems are continuously monitored 24/7 to identify and address potential issues before they impact service availability.
- **System Updates:** Software updates and enhancements are deployed seamlessly without service interruption through our continuous deployment infrastructure.
- **Service Commitment:** We maintain enterprise-grade systems and processes designed to deliver consistent, reliable service availability throughout your subscription period.

Notwithstanding these efforts, the Software is provided on an "as available" basis. Licensor does not guarantee uninterrupted or error-free access to the Software, as service availability may be affected by factors beyond Licensor's reasonable control, including but not limited to internet connectivity disruptions, force majeure events, or essential emergency maintenance. Licensor shall not be liable for any interruptions or downtime resulting from such factors, and Licensee acknowledges that access to the Software is subject to these limitations.

LIMITATION OF LIABILITY

Licensor's total cumulative liability for any and all claims arising under or related to this Agreement, whether in contract, tort, strict liability, or otherwise, shall not exceed the total amount actually paid by you for the Software in the twelve months immediately preceding the event giving rise to such claim.

SUBSCRIPTION TERMS

The Software is licensed on an annual subscription basis. The subscription fee, authorized user count, and any optional modules for the initial term are set forth in the accompanying quote or order form provided by Licensor. Licensor will issue a renewal invoice to Licensee no later than sixty (60) days prior to the expiration of the then-current subscription term. For any renewal term mutually agreed by the parties, the subscription fees shall increase by no more than five percent (5%) over the fees in effect for the prior term. Licensee may remit payment by check, ACH, or credit card. Payment must be received by the subscription renewal date to ensure uninterrupted access to the Software and related services.

MISCELLANEOUS

Complete Agreement. This Agreement constitutes the entire understanding between Licensee and Plan It Software LLC, as Licensor, with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, relating to the Software. Any previous discussions, representations, or understandings not expressly included in this agreement are null and void.

Execution Format. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR

Plan It Software LLC

SIGNATURE _____

NAME Shaylan Hurley

TITLE Chief Executive Officer

DATE _____

EMAIL shaylan@cipsoftware.com

LICENSEE

City of Grand Rapids, Minnesota

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EMAIL _____