



Software Subscription Contract

This Software Subscription Contract is made and is first effective as of the Effective Date.

Between:

The Corporation of the County of Essex
(the "County")

And:

Bridge Intelligence LLC DBA Asset Intel
(the "Contractor")

1.0 Background

The County desires to retain the Contractor to assist the County by providing the Services (defined below) and Deliverables (defined below), at the prices stipulated in **Schedule "A"** hereto, and in accordance with the terms of this Contract (defined below) for the implementation of InspectX Software (the "**Project**").

In Consideration of the mutual covenants, conditions and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows below.

2.0 Interpretation

All terms appearing with the first letter capitalized shall have the meanings assigned in Section 31.0 (Definitions).

3.0 Contract Documents

The terms of the contract between the County and the Contractor for the supply of the Services and Deliverables, as applicable, are comprised of the following (collectively, the "**Contract**"):

- a) the main body of this Contract;
- b) **Schedule "A"** (Statement of Work);

- c) the Software License and Services Agreement of ASSETINTEL, (the "**Services Agreement**"), a copy of which is appended hereto as **Schedule "B"** for ease of reference. For clarity, the Services Agreement shall not amend the terms under this Contract, and, to the extent that there is discrepancy between the terms of this Contract, and/or the Services Agreement, the provisions of this Contract shall prevail.

Where the document is not included as a Schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

4.0 Supply of Services, Deliverable and Goods

The County hereby retains the Contractor to provide to the County with the services (the "**Services**") and to supply the work product (the "**Deliverables**") required to complete the Project and as described in, and on the terms provided for in, the attached **Schedule "A"** – Statement of Work. Where the context permits, the term "Services" shall be deemed to include "Deliverables".

5.0 Term

This Agreement is effective as of the commencement date set out in **Schedule "A"** and, unless earlier terminated pursuant to Section 11.0 - Termination, shall be for a five (5) year term, with the option to extend this Contract at the sole discretion of the County for up to an additional five (5) years (the "**Term**"), or such portion thereof as the County deems acceptable.

This Contract shall not be renewed by its own terms, and any further provision of Services by the Contractor beyond the Term of the Contract shall require an amendment signed by both parties.

6.0 Delivery Dates

The Contractor shall supply the Services and the associated Deliverable(s) by the date(s) specified in Schedule "A" and the Services Agreement, or such other date as may be agreed upon by the Parties.

The Contractor shall notify the County as soon as it becomes aware that it cannot meet the agreed delivery dates for Services and/or the associated Deliverables.

In the event of a delay, the Contractor shall, at no additional cost to the County, employ accelerated measures such as labour overtime to ensure the Services and/or the associated Deliverables are delivered on or before the revised delivery date.

In the event a delay in delivery or a new delivery date proposed by the Contractor is not acceptable to the County, acting reasonably, in addition to any other rights and remedies that may be available to the County at law, the County may terminate the Contract without any liability on the part of the County to the Contractor for such termination.

For greater certainty, the Contractor shall not be held responsible for delays outside the Contractor's reasonable control or to the extent any delay is caused by the County.

7.0 Inspection and Acceptance

Prior to accepting Deliverables arising from the provision of the Services, where the County discovers defective or non-conforming Deliverables, the County may obtain a price reduction or re-performance of the non-conforming Deliverables arising from the provision of the Services at no additional charge to the County. No payment shall be owed for the Services and associated Deliverables unless and until the County has accepted the final Deliverables arising from the provision of the Services.

8.0 Data Residency

The Contractor expressly agrees as follows:

- a) it is responsible for, the data hosting associated with all InspectX software licenses used by the County;
- b) The Contractor agrees all County data will be securely hosted and stored within Canada; and
- c) should the Contractor be unable to utilize data centres in Canada for the residency of the County's data for any reason, the Contractor shall seek approval of the County's IT Department, Privacy Officer, and Legal Services.

9.0 Fees and Invoicing

Fees. For and in consideration of the Services and the associated Deliverables furnished by the Contractor to the County under this Contract,

the County shall pay the prices and fees (the "**Fees**") set out in **Schedule "A"**.

Taxes. The Fees set out in **Schedule "A"** may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of provincial or other jurisdictional level, however taxes should be charged to the County and shown separately on each invoice in the normal course. The Contractor acknowledges that it may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. The Contractor is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to such authority.

Invoicing. Unless otherwise agreed in writing or in this Contract, the Contractor shall invoice the County annually for recurring fees and if applicable monthly for additional consulting services.

Invoices shall be submitted to the attention of "Accounts Payable" at the address as set out in **Schedule "A"**. The invoice shall contain: (i) a description of the Services and Deliverables provided; (ii) details of the Fees and applicable taxes due, with each of the Fees and applicable taxes shown separately; and (iii) a description of any disbursements and expenses claimed that are permitted by the terms of the Contract. If not previously provided, the invoice shall contain the Contractor's HST registration number. The County shall pay any undisputed amounts owing to the Contractor within thirty (30) days of receipt of the invoice. The Contractor understands that failure to include all supporting documentation with the invoice and/or failure to provide any or all of the foregoing information as part of the invoice may result in a delay of payment to the Contractor and that the invoice may be returned to the Contractor unpaid and unprocessed.

Disputed Invoices. If the County disputes an invoice, the County shall notify the Contractor in writing of the reasons for its dispute within fourteen (14) days of receiving the invoice. The County shall pay only the undisputed portion of the Fees in accordance with the payment terms in this Contract. Any dispute in respect of an invoice shall be resolved through the dispute resolution process set out in Section 23.0 (Dispute Resolution) of this Contract.

Withholdings. If any Fees payable to the Contractor are subject to withholding taxes, the County shall withhold and remit such amounts to the applicable taxing authority, unless the Contractor provides the County with an exemption or waiver certificate. The County will provide the Contractor with written confirmation of any such withholding and remittance.

Disbursements and Expenses. The Contractor agrees that in no event shall any expenses or disbursements be payable by the County, nor shall the County be in any way liable for the same, unless such disbursement or expense was pre-approved in writing by the County and supporting documentation is provided to the County along with the invoice for the same.

All prices and fees provided for in **Schedule "A"** are the maximum prices and fees to be charged for the Services during the term of the Contract.

10.0 Fee Increases

Unless otherwise specified in the Contract, all prices and fees are the maximum prices and fees to be charged for the Services and associated Deliverables during the term of the Contract.

Any additional Services required in connection with the Deliverables and not within the scope of the Contract must be offered by Contractor at a price that is not higher than Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase for the Term of this Contract.

11.0 Termination

The Parties may terminate this Contract in accordance with the provisions related to termination contained in the Services Agreement.

12.0 Consequences of Termination

Upon expiration or termination of this Contract, the County shall pay the Contractor for all of the Services and Deliverables delivered to, and accepted by, the County prior to expiration or termination and for all pre-approved expenses reasonably and properly incurred by the Contractor prior to expiration or termination, if payable pursuant to Section 9.0 (Fees and Invoicing) and further, upon such termination of this Contract, the Contractor shall have no further obligation to provide the Services and/or associated Deliverables and the County shall have no obligation to pay the Fees or make any other payments hereunder.

In the event of termination for cause by the County, the County may set-off any unpaid amounts due to the Contractor under this Contract, against any amounts owing by the Contractor to the County hereunder (including any amounts required to indemnify the County pursuant to Section 14.0 (Liability

and Insurance), as determined by the County in its sole discretion and any costs that the County may incur to complete the Services or Deliverables.

Upon termination of this Contract, the Contractor shall immediately return to the County all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to the County, unless otherwise directed by the County in writing.

13.0 Indemnity

The Contractor hereby undertakes to indemnify and save harmless (but not defend) the County and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including reasonable legal fees and disbursements) or liability to the extent caused by:

- a) the negligent or wrongful acts or omissions of the Contractor or its employees and/or agents, including the Representative, arising in connection with this Contract or the Schedules attached hereto;
- b) any and all breaches by the Contractor or its employees and/or agents, including the Representative, of any representations, warranties, covenants, terms or conditions of this Contract or the Schedules attached hereto;
- c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the County may be assessed or otherwise may incur under any federal, provincial, state or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of the County; and any claim by any third party that the Services or Deliverables infringe the Intellectual Property Rights of any person.

14.0 Liability and Insurance

During the term of this Contract, the Contractor shall maintain in force at its sole and entire expense:

- a) a \$4,000,000.00 General Insurance policy with a minimum requirement of \$3,000,000.00 inclusive for both public liability and property damage; and
- b) a Professional Liability and Errors and Omissions Insurance policy of not less than \$2,000,000 Professional & Technology Based Services.

It is understood and agreed that the coverage provided by the policies of insurance listed above will not be changed or amended in any way to the detriment of the County, nor cancelled until 30 days after written notice by registered mail of such change or cancellation has been delivered to the County.

Proof of the insurance coverage outlined above shall be in form satisfactory to the County, in its sole and absolute discretion.

15.0 Warranty

The Contractor warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties expressed or implied, are made with respect to the Services or Goods to be supplied by the Contractor, hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

16.0 Change Orders

The County or the Contractor may, at any time, propose a change to **Schedule "A"**, or to the Services or Deliverables outside the scope of **Schedule "A"** provided that no changes to this Contract are valid unless made in writing and mutually agreed by the parties.

Where a change is proposed, the Party proposing the change shall submit a written change order request to the other Party.

If the change order request is accepted in writing by both Parties, the additional or changed Services or Deliverables (as applicable) shall be supplied at the prices stipulated in the Contract or, where such prices are not listed, then at prices mutually agreed to in writing.

For greater certainty, where no prices have been clearly agreed to in writing in connection with a change order, then the prices last agreed to in the Contract shall apply for purposes of calculating the cost of Services or Deliverables.

17.0 Non-Exclusivity

Subject to any conflict of interest, nothing in this Contract shall prohibit or restrict the Contractor and the Representative from contracting with or being engaged in any capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

Nothing in this Contract shall prohibit or restrict the County from contracting with or engaging in any capacity any person to provide services or perform work for the County that are similar to or compete with the Services or Deliverables provided by the Contractor hereunder.

18.0 Confidentiality

All specifications, drawings, patterns, samples and other information furnished to Contractor by the County in connection with the Contract will be used solely for the purpose of providing the Services and associated Deliverables and for no other purpose; will remain the property of the County; and will be returned or destroyed at the County's request at the expense of the Contractor. The Contractor may retain irretrievable electronic copies of information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols. Such retained confidential information shall remain subject to the provisions of this Section 18.0 until destruction of such confidential information.

This Contract and information issued, used or disclosed in connection with the Services and associated Deliverables are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the County, for the protection of same.

The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the County, (b) becomes publicly known other than through breach of any confidentiality obligations, or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

19.0 Compliance with Laws

The Contractor acknowledges that the County is subject to, among other things the *Municipal Freedom of Information and Protection of Privacy Act*,

R.S.O. 1990, c M.56 (“**FOI Legislation**”) and that information provided to or from the County in connection with this Contract may be subject to the provisions of these acts and other applicable law.

Without limiting anything else in this Contract, the Contractor hereby covenants and agrees that it shall comply with all duties and obligations as set out in all applicable laws, as amended from time to time, and shall make all reasonable efforts to assist the County in complying with the County’s duties and obligations as set out in and which arise from law applicable to this Contract or to the Services and associated Deliverables provided hereunder.

20.0 Audit

The Contractor shall keep proper accounts and records of the cost relating to the Services and associated Deliverables, including all invoices, receipts and vouchers.

If this Contract includes payment for time spent by the Contractor, its employees, Representatives, agents or subcontractors providing the Services and associated Deliverables, the Contractor must keep a record of the actual time spent each day by each individual providing any part of the Services and associated Deliverables.

Unless the County has consented in writing to its disposal, the Contractor must retain all the information described in this Section 20.0 for seven (7) years after either:

- the Contractor receives the final payment under this Contract; or
- until the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of the County, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information the County or its representatives may, from time to time, require to perform a complete or partial audit of this Contract.

Notwithstanding the foregoing, the County’s right to inspect, copy and audit shall not extend to the composition of the Contractor’s rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

Where such audit or inspection discloses an overpayment by the County, the County shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the County's right of set-off is not exercised or not adequate to cover such overpayment, Contractor shall be responsible for promptly repaying such overpayment.

21.0 Subcontractors

The Contractor may subcontract portions of the work pursuant to this Contract provided that the Contractor shall (a) obtain the consent of the County in advance of retaining any subcontractor, (b) be solely liable for any and all payments to be made to the subcontractor, and (c) be liable for its subcontractors' compliance with the Contract.

22.0 Relationship

The Contractor expressly acknowledges and agrees that it shall render the Services and associated Deliverables hereunder as an independent Contractor and that the Contractor's employees, including the Representative, agents, and/or subcontractors are not employees of the County.

Neither the Contractor nor any of its employees and/or agents, including the Representative, shall have any right to any the County employee benefit, entitlement or advantage.

Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. Neither the Contractor nor the Representative is authorized to bind or commit the County, either actually or apparently, in any manner whatsoever, without express prior written authority from the County to do so.

Notwithstanding the above, should the Contractor require the substitution of a subcontractor or a supplier, the Contractor may request a change from the County's Representative, but which request may be denied at the sole and absolute discretion of the County and/or the County's Representative.

23.0 Dispute Resolution

The Parties agree that any dispute between the Parties under this Contract shall be resolved in the following manner.

The Parties shall first endeavour to resolve any such dispute matter or matters by good-faith negotiation, which shall conclude when: (a) the Parties reach an agreement settling the dispute; (b) either Party declares an impasse; or (c) thirty (30) days following the start of the negotiations have expired. If requested in writing by either the County or the Contractor, the County and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Contract by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties.

If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be settled by binding arbitration subject to the terms of the *Arbitration Act*.

In no case shall a dispute between the Parties, or involving either of them, delay the supply of the Services and/or associated Deliverables.

24.0 Severability

If any provision of this Contract is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions will remain as they are and in full force and effect.

25.0 Notices

All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) delivered by commercial courier service, (c) sent by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (d) transmitted by facsimile or e-mail address indicated below:

To the Contractor:

Bridge Intelligence LLC DBA AssetIntel
5341 Maxon Ter, Sanford, Florida, 32771
Phone: (407) 430-5216
Attention: Hooman Parvardeh
Email: hooman@assetintel.ca
Email: Ayush@bridge-intel.com

To the County:

The County of Essex
360 Fairview Avenue, West Essex, Ontario, N8M 1Y6
Tel: (519)776-6441 ext.1338
Attention: Darrel Laurendeau
Email: dlaurendeau@countyofessex.ca

Notices delivered personally shall be deemed to have been received when delivered; if delivered by courier, shall be deemed to have been delivered on the delivery date and time recorded by the courier in its delivery records; if transmitted by facsimile or by e-mail, shall be deemed to have been received when confirmed by the recipient as having been received and notices sent by certified or registered mail shall be deemed to have been received four (4) days after mailing.

26.0 Amendment, Waivers and Assignment

This Contract may be amended in whole or in part only by the express written agreement of the parties hereto.

No waiver of any provision of this Contract shall be implied, and no waiver shall be valid unless it is in writing and signed by the party waiving its rights. No waiver of any breach of any of the terms, provisions or conditions of this Contract shall be construed as or held to be a waiver of any other breach, or a waiver of, acquiescence in, or consent to, any further or succeeding breach hereof.

The Contractor may not assign its rights under this Contract without the prior written consent of the County, and any attempt to do so shall be a breach of this Contract and shall be void.

27.0 Entire Agreement

This Contract and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract.

28.0 Governing Law and Attornment

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

Without limiting the requirement to submit disputes to arbitration, each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Contract or any alleged breach thereof.

29.0 Survival

The representations, warranties and other provisions in this Contract that by their sense and context are intended to survive completion of performance, expiration or termination of this Contract, shall so survive the performance, expiration or termination of this agreement as necessary to give effect to their intention.

30.0 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Contract, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

31.0 Definitions

In this Contract, capitalized terms shall have the following meanings:

"**Contract**" has the meaning assigned in Section 3.0 (Contract Documents);

"**Contractor**" has the meaning assigned in the preamble;

"**County**" has the meaning assigned in the preamble

"**Deliverables**" means the deliverables described in Schedule "A".

"**Effective Date**" has the meaning assigned Schedule "A";

"**Fees**" means the prices and fees set out in Schedule "A";

"**FOI Legislation**" has the meaning assigned in Section 19.0 (Compliance with Laws);

"**Force Majeure**" has the meaning assigned in Section 32.0 (Force Majeure);

"Project" has the meaning assigned in Section 1.0 (Background);

"Services" means the services described in the attached Schedule "A" and as further detailed in the Proposal;

"Representative" means the representative described in the attached Schedule "A"; and

"Term" has the meaning assigned in Section 5.0 (Term).

32.0 Force Majeure

In the event that either Party is delayed or unable to perform any part of its obligations under this contract due to circumstances that were not foreseeable and were beyond the reasonable control of such Party, including acts of nature or the elements, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, either solely or in combination, an event of **"Force Majeure"**), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall lack of funds or economic hardship, failure to obtain necessary licenses or approvals, import or export restrictions or customs clearance or compliance, or strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the contract pending resolution of the Force Majeure, or terminate the Contract.

**BALANCE OF PAGE 14 OF 17 INTENTIONALLY LEFT BLANK,
WITH EXECUTION PAGE ON FOLLOWING PAGE 15 OF 17.**

The Parties hereto have each executed this Contract by their respective duly authorized officers.

**BRIDGE INTELLIGENCE LLC DBA
ASSETINTEL**

Per: Hooman Parvardeh, CEO

I have authority to bind the Corporation.

**THE CORPORATION OF THE COUNTY
OF ESSEX**

Per: Katherine Hebert, Clerk

Per: Hilda MacDonald, Warden

We have authority to bind the Corporation.

Schedule "A" Statement of Work

Effective Date: September 15, 2024

Representative: Hooman Parvardeh
Email: hooman@assetintel.co
Phone: (407) 430-5216

Representative the County: Karyn Templin
Manager, Design & Construction
Email: ktemplin@countyofessex.ca
Phone: (519) 776-6441 x 1602

Accounts Payable Email: infraaccountspayable@countyofessex.ca

Description of Services and Deliverables:

InspectX Software, Implementation and Maintenance.

Fees

Total Cost of the Contract: \$383,584.54 USD excluding taxes. Annual license fees are subject to CPI.

Fee Summary Table, US Dollars

Description	Price
InspectX License Fee 2024-2034	\$280,084.54
Implementation	\$29,500.00
Geo Replicated Data Backups	\$67,500.00
Service Hours (20)	\$6,500.00
Total Cost of Contract excluding taxes	\$383,584.54

Cost Breakdown

Description	Contract Term				
	Year 1	Year 2	Year 3	Year 4	Year 5
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Annual Software License	\$ 25,000.00	\$ 25,625.00	\$ 26,265.63	\$ 26,922.27	\$ 27,595.32
Implementation Fee	\$ 29,500.00	n/a	n/a	n/a	n/a
20 Additional Service Hours	\$ 6,500.00	n/a	n/a	n/a	n/a
Geo Replicated Data Backups	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00
Optional years					Total
Year 6	Year 7	Year 8	Year 9	Year 10	
2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	
\$ 28,285.21	\$ 28,992.34	\$ 29,717.14	\$ 30,460.07	\$ 31,221.57	\$ 280,084.54
n/a	n/a	n/a	n/a	n/a	\$ 29,500.00
n/a	n/a	n/a	n/a	n/a	\$ 6,500.00
\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 67,500.00
					\$
					USD 383,584.54
					\$
					CDN 1.36 521,674.98

Additional Assest Cost – See Exhibit “C” of Schedule “B”

The fees and amounts are in American funds unless otherwise specified herein. Please refer to Section 9.0 (Fees and Invoicing) of this Contract for further terms regarding the fees.

[Balance of Page 17 of 17 Intentionally Left Blank]