Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Arielle Mallen
Contact Phone: +1 7326006638
Contact Email: amallen@accela.com
Quote ID: Q-35018
Valid Through: 12/31/2024
Currency: USD

Order Form

Address Information

Bill To:
City of Huntington Beach, CA
2000 Main St
Huntington Beach, California 92648
United States

Ship To:
City of Huntington Beach, CA
2000 Main St
Huntington Beach, California 92648
United States

Billing Name: April Maese
Billing Phone: (714) 536-5515
Billing Email: april.maese@surfcity-hb.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	2/28/2025	2/27/2026	12	$2,250.00	155	$348,750.00
> Accela Building - SaaS	Year 1	2/28/2025	2/27/2026	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 1	2/28/2025	2/27/2026	12	$0.00	155	$0.00
> Accela Fire - SaaS	Year 1	2/28/2025	2/27/2026	12	$0.00	155	$0.00
Accela Fire Enterprise Device - SaaS	Year 1	2/28/2025	2/27/2026	12	$2,250.00	30	$67,500.00
Enhanced Reporting Database (ERD)	Year 1	2/28/2025	2/27/2026	12	$54,112.50	1	$54,112.50
						TOTAL:	$470,362.50

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	2/28/2026	2/27/2027	12	$2,362.50	155	$366,187.50
> Accela Building - SaaS	Year 2	2/28/2026	2/27/2027	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 2	2/28/2026	2/27/2027	12	$0.00	155	$0.00
> Accela Fire - SaaS	Year 2	2/28/2026	2/27/2027	12	$0.00	155	$0.00
Accela Fire Enterprise Device - SaaS	Year 2	2/28/2026	2/27/2027	12	$2,362.50	30	$70,875.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 2	2/28/2026	2/27/2027	12	$56,818.13	1	$56,818.13
						TOTAL:	$493,880.63

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	2/28/2027	2/27/2028	12	$2,480.63	155	$384,496.88
> Accela Building - SaaS	Year 3	2/28/2027	2/27/2028	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 3	2/28/2027	2/27/2028	12	$0.00	155	$0.00
> Accela Fire - SaaS	Year 3	2/28/2027	2/27/2028	12	$0.00	155	$0.00
Accela Fire Enterprise Device - SaaS	Year 3	2/28/2027	2/27/2028	12	$2,480.62	30	$74,418.75
Enhanced Reporting Database (ERD)	Year 3	2/28/2027	2/27/2028	12	$59,659.03	1	$59,659.03
						TOTAL:	$518,574.66

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	2/28/2028	2/27/2029	12	$2,604.66	155	$403,721.72
> Accela Building - SaaS	Year 4	2/28/2028	2/27/2029	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 4	2/28/2028	2/27/2029	12	$0.00	155	$0.00
> Accela Fire - SaaS	Year 4	2/28/2028	2/27/2029	12	$0.00	155	$0.00
Accela Fire Enterprise Device - SaaS	Year 4	2/28/2028	2/27/2029	12	$2,604.66	30	$78,139.69
Enhanced Reporting Database (ERD)	Year 4	2/28/2028	2/27/2029	12	$62,641.98	1	$62,641.98
						TOTAL:	$544,503.39

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	2/28/2029	2/27/2030	12	$2,734.89	155	$423,907.80
> Accela Building - SaaS	Year 5	2/28/2029	2/27/2030	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 5	2/28/2029	2/27/2030	12	$0.00	155	$0.00
> Accela Fire - SaaS	Year 5	2/28/2029	2/27/2030	12	$0.00	155	$0.00
Accela Fire Enterprise Device - SaaS	Year 5	2/28/2029	2/27/2030	12	$2,734.89	30	$82,046.67

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 5	2/28/2029	2/27/2030	12	$65,774.08	1	$65,774.08
						TOTAL:	$571,728.55

Pricing Summary

Period	Net Total
Year 1	$ 470,362.50
Year 2	$ 493,880.63
Year 3	$ 518,574.66
Year 4	$ 544,503.39
Year 5	$ 571,728.55
Total	**$ 2,599,049.73**

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

2. This Order Form for SaaS is governed by the applicable terms and conditions in Appendix A. Notwithstanding anything to the contrary, the Enhanced Reporting Database (ERD) is governed by the applicable terms in Appendix B. The SaaS Migration Services description and fees are shown in Appendix C. Appendices A, B, and C are herein incorporated by reference.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Customer may redistribute their SaaS licenses at the end of each Subscription Period, before the next Subscription Period begins, to another Authorized User approved by Customer. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

7. Customer data storage limit in Accela's cloud environment is a total of 4TB at no additional cost. Any additional storage needs can be purchased from Accela at the then-current rates pursuant to Accela's Data Storage Policy available at accela.com/terms/.

8. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

9. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Signatures

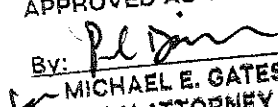| Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM

By: _____

MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

Appendix A

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this *"Agreement"*) is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the *"Effective Date"*) by and between Accela, Inc. and the entity identified in such Order (*"Customer"*).

1. DEFINITIONS.

1.1 *"Accela System"* means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third-party suppliers.

1.2 *"Aggregate Data"* means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, but excluding all Customer Data, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 *"Authorized User"* means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 *"Consulting Services"* means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is in Exhibit A.

1.5 *"Customer Data"* means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 *"Documentation"* means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 *"External Users"* means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 *"Intellectual Property Rights"* means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 *"Order"* means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 *"Service Availability Policy"* means the Service Availability and Security Policy located at Exhibit B.

1.11 *"Subscription Services"* means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 *"Software"* means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 *"Support Services"* means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at Exhibit C.

1.14 *"Subscription Period"* means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at Exhibit A or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting

Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "*Taxes*"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "*Confidential Information*" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer

Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS.

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim

may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("*Third Party Services*") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy at Exhibit D.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the

Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibit A

Consulting Services Policy

Accela, Inc.

Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of any order form, agreement, or statement of work (collectively and each an "Order") between Accela and the entity receiving services ("Customer") that incorporates the Policies by reference and are in addition to the terms and conditions for Consulting Services set forth in the License Agreement (as defined below). Accela on-premises software or subscription services for Accela software (SaaS) is governed by the license agreement between the Customer and Accela (the "License Agreement").

Consulting Services Covered

Accela provides a variety of services covered by these policies, including but not limited to consulting, implementation, configuration, and custom training services.

Performance of Services

Accela shall provide the services in accordance with the following processes and policies:

- o Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- o Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- o Consulting Services provided by Accela on a "Time and Material" basis are not subject to acceptance criteria by the Customer, unless otherwise set forth in the applicable Order.
- o Consulting Services are provided eight hours a day, Monday through Friday (Accela recognized holidays excluded) during Accela regular business hours. Hours worked more than eight hours or holidays are generally subject to 2x the Consulting Services hourly or daily fee.
- o All Consulting Services must be scheduled. Accela will contact the Customer regarding the schedule and notify the Customer (email accepted) of the date for commencement of the Consulting Services. Unless otherwise set forth in the Customer Order, the Customer must contact Accela a minimum of five business days to reschedule the Consulting Services' start date. If the Customer does not contact Accela to reschedule the Consulting Service start date as set forth in the Customer Order or where no reschedule time is stated, a minimum of five (5) business days, the Customer is responsible for any expenses incurred by Accela due to the Customer failure to notify Accela properly.
- o Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- o Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- o Accela owns all intellectual property right in all documents, work product, and other materials prepared by Accela or delivered to the Customer during the course of performing the Consulting Services, including any items identified as such in the Order (collectively, the "Deliverables"). Excluding Accela Software, and subject to the Customer payment of all fees for the Consulting Services, Accela grants the Customer a license to use the Deliverables subject to the terms and restrictions applicable to the License Agreement, as such terms apply to Accela's software and SaaS services..

To efficiently provide the Customer with Accela Consulting Services, the Customer will:

- o Secure all necessary licenses, permits, and comply will all applicable law concerning the Consulting Services before the Consulting Services start date.

- o Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- o Have all equipment ready and available for Accela's access to perform the Consulting Services.
- o Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- o Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Order.
- o Unless otherwise set forth in the Order, the Customer agrees to reimburse Accela for all actual, documented, and reasonable travel and out-of-pocket expense incurred by Accela in the Consulting Services' performance. Unless otherwise agreed in advance, Accela's consultants shall travel using economy class flights, reasonable business appropriate accommodations, and standard size car rentals.

Privacy

Any personal information (PII) that the Customer provides to Accela or Accela accesses during the provisioning of the Consulting Services is subject to Accela's Privacy Policy at https://www.accela.com/privacy-policy/.The Customer represents and warrants that the Customer has received all applicable consents from persons whose personal information the Customer provides to Accela or may be accessed by Accela during Accela performance of the Consulting Services.

Supplemental Terms

For any Customer receiving Consulting Services from Accela that has not yet entered into a License Agreement, Customer, commencing on the first day Consulting Services are provided, Customer is granted a thirty (30) day license to use Deliverables (and any other Accela materials provided during such engagement, subject to the applicable License Agreement set forth at accela.com/terms/. At the end of the thirty (30) day license, if Customer has not entered into a new License Agreement referencing Consulting Services, Customer's license to the Deliverables granted under "Supplemental Terms" of this Policy is terminated.

Accela Availability and Security Policy

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

a.   Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.

b.   Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1.   Any misconfiguration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
2.   Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

c.   Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.

d.   Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.

e.   Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

f.   Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) *100 / n$

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Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.9%	0%
95.0% - < 99.9%	5% (max of $280)
90.0% - < 95.0%	10% (max of $560)
80.0% - < 90.0%	20% (max $840)
70.0% - < 80.0%	30% (max of $1,120)
60.0% - < 70.0%	40% (max of $1,400)
< < 60%	50% (max of $2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at https://azure.microsoft.com/en-us/overview/security/.

Exhibit C

Software Support Services Policies

Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Accela.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

Policy 1

Accela, Inc.
Standard SaaS Support Services Policy
Dated: April 21, 2021

This Accela Standard SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela in its sole discretion.

General Requirements and Hours of Operation
a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support:** Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(1) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:
Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:
Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(2) **Submitting a Case**

Agency Contacts may submit cases via:

a. the online support portal by logging into the Accela Success Community at

https://success.accela.com and selecting Get Support > Submit a case or

b. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

(3) **Updates**

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and will provide
Customers with advance notice of all Updates.

(4) **Upgrade/Downgrade of Severity Level**

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) **Customer Cooperation**

Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

(6) **Third Party Product Support**

If any third-party software is supplied by Accela, Accela disclaims all support obligations for such
third-party software, unless expressly specified by Accela in Customer's Agreement.

(7) Exclusions

The following Support Exclusions are not covered by this Support Policy:

a. Support required due to Customer's or any End User's or third party's misuse of the Services;

b. Support during times outside of Accela's regular business hours stated above;

c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Ser vice demarcation point;

d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;

e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);

f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and

g. Support of any software add-ons supplied together with the Service (except where specified in the customer's Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(8) Error Classification

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(9) Target Initial Response Time

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time

1	1 day[a]
2	3 days[a]
3	5 days[a]
4	7 days[a]

[a] Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

Policy 2

Accela, Inc.
Preferred SaaS Support Policy Dated: April 21,
2021

This Accela Preferred SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela in its sole discretion. This policy only applies to Customers that have purchased Preferred Level Support.

General Requirements and Hours of Operation

a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support:** Accela Customer Support Department, a live technical support facility, will be available in English to your identified Agency Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela support engineers will follow through on the case for the Agency Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.

c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will
make available to Customer certain archived software updates and other technical information in Accela's online support databases.

        (1) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to ten (10) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(2) **Submitting a Case:** Agency Contacts may submit cases via:

   a. the online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or
   b. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

(3) **Updates:** Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

   Where practical, Accela will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

(4) **Upgrade/Downgrade of Severity Level:** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) **Customer Cooperation:** Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Agency Contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

(6) **Third Party Product Support:** If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

(7) **Named Technical Support Advisor:** Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customers system and provide oversite for any support cases created with Accela. They will also facilitate the following:

   1. **Scheduled calls to review open support tickets with Accela and**
   2. **a monthly service review to review overall support performance.**

(8) **Monthly APO Data Loads:** Included with the Preferred support plan is a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3

severity level case.

(9) <u>Exclusions</u>: The following Support Exclusions are not covered by this Support Policy:
    a. Support required due to Customer's or any End User's or third party's misuse of the Services;
    b. Support during times outside of Accela's regular business hours stated above;
    c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
    d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
    e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
    f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
    g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

    Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(10) <u>Error Classification:</u>

    <u>Functional Definitions:</u> For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(11) <u>Target Initial Response Time:</u> Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be

submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

Data Storage Policy

ACCELA, INC.
DATA STORAGE POLICY

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars ($1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars ($1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.

- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

History and log data will be available to customers in real-time for up to 2 years in production and 1 year in non-production unless otherwise specified. After 2 years, the history data will be archived and retained for up to 7 years. This data will be provided to the customer upon request.

Frequently Asked Questions

Can Licensee track its storage usage on the Accela Cloud?

It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

What will happen if Licensee exceeds its storage limit?

If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand ($1,000) per 500GB of usage will be billed at the time of subscription

renewal.

Can I increase my storage limit?
Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one thousand dollars ($1,000) per year.

Appendix B

Enhanced Reporting
Database Policy

This Accela Enhanced Reporting Database ("ERD") policy ("Policy") is an agreement between Accela, Inc. ("Accela") and the agency receiving Accela subscription services and identified in an applicable Order ("Customer"). The ERD subscription license gives the Customer direct, read-only access to a database that is a replicated copy of Customer's Accela Civic Platform Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable subscription agreement, Customer's use of ERD is governed by the terms and conditions as set forth below. In case of a conflict between this Policy and the subscription agreement, this Policy shall take precedence. Notwithstanding anything to the contrary, Accela reserves the right to revoke Customer's license should Customer fail to comply, in whole or part, with any of these terms.

1. ERD is SQL Server-based and is a real-time replica of the entire Transaction Database for use via service accounts. ERD is intended to be used by Customers as a source database from which to replicate certain Customer content.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between ERD and the Transaction database instances (Accela estimates the databases will be synced within seconds); however, in some circumstances, this may take several minutes.
3. ERD may only be accessed by using authentication credentials provided to Customer by Accela over an encrypted connection and from an IP address that is on Customer's allow-list. More information about encrypted connections can be found in the end/external user documentation (see #12, below).
4. Accela provides ONE (1) set of credentials for each ERD tenant instance. A Customer may request up to FOUR (4) additional credential sets for system integrations needing an ERD connection via the Support channel. Requests exceeding FOUR (4) accounts will be approved or disapproved in Accela's sole discretion.
5. ERD functionality is subject to applicable regulatory and compliance requirements. Credential passwords expire every 90 days, and passwords resets are the Customer's sole responsibility. One set of Credentials is intended for use by a single system or a unique user. Customer may not share credentials across systems or users.
6. Customer must provide static, agency owned/reserved IP addresses to Accela. Each approved IP address becomes part of the Customer allow-list. If Customer attempts to access ERD from an IP address not on the allow-list, Customer's access will be denied. IP addresses can be added to or removed from the allow-list by contacting

Accela Support. Customer-owned IP ranges in excess of 5 IP addresses will be approved or disapproved in Accela's sole discretion.

7. ERD is read-only and does not support updates, native system-level data synchronization, mirroring capabilities or log shipping.

8. ERD is only supported in Accela's subscription service solution hosted in Accela's Azure environment.

9. Notwithstanding anything to the contrary, (1) ERD will be supported as per Accela's Standard SaaS Support Service Policy in the Accela Software Support Services Policies (SaaS) document ("SLA") at https://www.accela.com/terms/ and (2) Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's subscription service environment (even if they are interfacing with ERD).

10. Customer agrees to work in good faith with Accela to mitigate any performance issues that might arise from, for example, overuse or abuse of ERD.

11. Notwithstanding anything to the contrary, Accela reserves the right to interrupt any session that is running against ERD if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of, for example, long remote queue length, long open transactions, or replication latency to ERD.

12. End/external user documentation regarding Customer access is available here https://success.accela.com/s/documents-and-release-notes.

13. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

Appendix C

≋Accela

Statement of Work

Huntington Beach, CA
SaaS Migration Services

12/6/2024

Version 1.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
9/24/2023	J. White	1.0	SOW Creation
12/6/2024	J. White	1.1	Pricing Discount

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INTRODUCTION

Overview

This Statement of Work ("SOW") dated 12/6/2024 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Huntington Beach, CA ("Agency" or "Customer").

The products and services contained herein shall be governed by the Subscription Services Agreement signed by and between the parties.

This statement of work represents a Fixed Fee based engagement.

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement.

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 8 specific interfaces:
    - GIS (including APO load)
    - Credit Card Payment Adapter (Forte)
    - Laserfische EDMS
    - CityGovApp
    - JD Edwards
    - CERS
    - CSLB
    - Remittance Processing System (RPS)
- Migration of up to 325 SSRS reports
- Assist in integrating Azure or Okta SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

Products
The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*

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- *Accela Mobile*

Work Description

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:
1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
   a. Copy database to Accela site
   b. Execute preparation and remediation scripts; drop any custom objects
   c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Migrate and Test integrations
    o Repoint service endpoints to new URLs
    o Adjust firewall rules and network topologies as necessary
    o Update interface EMSE scripting dependences for Azure compatibility
    o Unit test and ensure base functionality
13. Migrate and update SSRS reports (maximum of 325)
    o Import reports into the Accela SaaS environment
    o Update reports to remove dependencies on custom objects (stored procedures, functions)
    o Facilitate customer testing and remediate any issues found resulting from migration
14. Validate Ad Hoc reports
    o Remove dependencies on custom views where possible
    o Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan
    o Two weeks of post go live support
18. Provide 2 weeks of post go live support from the project team

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

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PROJECT ASSUMPTIONS

General Project Assumptions
- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

INTEGRATION ASSUMPTIONS
- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The Enhanced Reporting Database (ERD) option will be purchased with the SaaS license agreement. If the ERD is not purchased, then additional cost may be incurred to redesign and redevelop interfaces that rely on reading directly from the database.

Project Timeline

The project is estimated to take 30 weeks. The projected start date for the Project is sixty (60) calendar days after mutual acceptance and signature of this SOW.

Project Completion

Upon completion of the work defined above, this contract will be closed.

Projects Put On Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

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PAYMENT TERMS

Payment Schedule

- 50% due at contract signing $62,500.
- 50% invoiced at completion $62,500.

Expenses

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

Contract Sum

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $125,000. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

Change Orders

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

Expiration

The scope and terms of this SOW must be executed before 12/31/2024. If the SOW is not executed, the current scope and terms can be renegotiated.

Disclaimers

Accela makes no warranties in respect of the Services described in this SOW except as set out in the governing Subscription Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification".

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Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.   **Huntington Beach, CA**

_____   _____

Authorized Signature   *Authorized Signature*

_____   _____

Name - Type or Print   *Name - Type or Print*

_____   _____

Title   *Title*

_____   _____

Date   *Date*

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APPENDIX A: CHANGE ORDER FORM

Agency:	CO #:
Project Code:	Date:
Contract ID:	
Initiating Department:	
Initiated By:	

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:
  1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
   - Schedule impact:
   - Resource impact:
   - Cost impact:

  2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:
Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:
If this is a CO for a bucket of T&M hours there needs to be an expiration date

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Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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