



RESOLUTION No. 16-115

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE SOFTWARE PURCHASE AND MAINTENANCE AGREEMENT WITH ACCELA, INC. FOR FISCAL YEAR 2015/16 INCREASING THE CONTRACT AMOUNT BY \$113,217 TO A MAXIMUM CONTRACT OF \$413,437 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT AMENDMENT AND APPROVING A BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, pursuant to Resolution 15-154 the Nevada County Board of Supervisors has authorized an agreement to purchase software and ongoing maintenance and support from Accela, Inc.; and

WHEREAS, the Community Development Agency (CDA) wishes to purchase additional software licenses to implement the software; and

WHEREAS, the amended maximum contract amount will not exceed \$413,437.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada approves Amendment No. 1 between the County of Nevada and Accela, Inc. for Fiscal Year 2015/16 increasing the maximum amount by \$113,217 to a contract amount not to exceed \$413,437 and authorizes the Chair of the Board of Supervisors to execute the contract amendment on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Order Schedule for the Citizen Relationship Management solution.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes the release of the designated fund balance in CDA Fund 1123 in the amount of \$113,217 and the Road Fund 1114 in the amount of \$63,697 and directs the Auditor-Controller to amend the Fiscal Year 2015/16 Community Development Agency and Road Administration Budget as follows:

Increase Budget:

1123-20707-321-1000/521475	\$86,286
1123-20707-321-1000/540425	\$26,931
1114-30101-701-1000/538551	\$63,697

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

3/22/2016 cc: CDA*
AC*(hold)

3/30/2016 cc: CDA*
AC*(release)
Accela, Inc.

**AMENDMENT TO CONTRACT WITH
ACCELA, INC.**

THIS AMENDMENT is executed this 22nd day of March, 2016 (the "Effective Date") by and between ACCELA, INC. and COUNTY OF NEVADA (the "Amendment"). Said Amendment will amend the prior agreement between the parties entitled AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE executed on April 15, 2015 by Resolution No. 15-154 (the "Prior Agreement").

WHEREAS, the parties desire to amend their agreement to allow or provide for the purchase of additional software licenses and additional maintenance and support costs related to the additional licenses; and

WHEREAS, COUNTY OF NEVADA purchased an initial number of licenses at the time the agreement was executed; and

WHEREAS, additional licenses and maintenance, as shown in the quote attached hereto as Exhibit A, are necessary to fully implement the software at go-live; and

WHEREAS, the agreement allows for the purchase of additional licenses at the contracted rate; and

WHEREAS, additional licenses will require additional maintenance and support costs; and

WHEREAS, COUNTY OF NEVADA has sufficient funds available for the costs associated with this request.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective as of March 22, 2016
2. SCHEDULE E of the Prior Agreement is amended to incorporate the content of EXHIBIT B.
3. Costs of licenses and maintenance purchased under this Amendment, as shown in EXHIBIT B, are payable upon execution of this Amendment.
4. The terms & conditions and fees for COUNTY OF NEVADA's purchase of Accela PublicStuff CRM are fully described in EXHIBIT C, attached hereto.
5. The maximum amount of the agreement is increased to a shall not exceed amount of \$413,437.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 

ATTEST:

By: 
Julie Patterson Hunter
Clerk of the Board of Supervisors

COUNTY OF NEVADA

By: 
Honorable Dan Miller
Chair of the Board of Supervisors

CONTRACTOR:

By: 
Colin Samuels
Assistant Corporate Secretary

EXHIBIT A
(licenses and maintenance quote)

Exhibit A.1



February 23, 2016

Daniel Chatigny
Nevada County, CA
950 Maidu Ave
Nevada City California 95959-8600

RE: Quote Number: Q-07202-4 Nevada County, CA Additional Land, GIS and AMO Licenses

Daniel,

Attached please find a quote for the products and services you requested.

Please refer to the Notes section for detailed information regarding this quote. It includes information on submitting a purchase order, payment terms, cost for on-site assistance, hardware, or other equipment, and requirements for developing a final Statement of Work.

If you have any questions regarding this estimate, please feel free to contact me at (925) 786-5300 or via e-mail at pmontalvo@accela.com.

Regards,

Paul Montalvo
Account Manager
Accela, Inc.



Exhibit A.2

Quote Number: Q-07202-4, Date: February 11, 2016, Valid Until: March 23, 2016, Nevada County, CA

GIS

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
LC10CGISU050602	Accela GIS User License Packs (includes 5 named users)	3	USD 1,974.0000	USD 5,922.00	USD 4,935.00
MI100GISM120602	Accela GIS Annual Maintenance and Supp Initial	1	USD 1,184.4000	USD 1,184.40	USD 1,184.40
	Subtotal				USD 6,119.40

Land Management

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
LC10CALMU050602	Accela Land Mgmt User Lic Packs (incl 5 named users per pack)	2	USD 6,598.8000	USD 13,197.60	USD 10,998.00
MI100ALMM120602	Accela Land Management Annual Maintenance and Supp Initial	1	USD 2,639.5200	USD 2,639.52	USD 2,639.52
	Subtotal				USD 13,637.52

Mobile

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
LC10CAMOU050602	Accela Mobile User Lic Packs (includes 5 named users)	2	USD 6,598.8000	USD 13,197.60	USD 10,998.00
MI100AMOM120602	Accela Mobile Annual Maintenance and Supp Initial	1	USD 2,639.5200	USD 2,639.52	USD 2,639.52
	Subtotal				USD 13,637.52

TOTAL: USD 33,394.44



Exhibit A.3

License Summary

Product	QTY	Net Price
Accela Land Mgmt User Lic Packs (incl 5 named users per pack)	2	USD 10,998.00
Accela GIS User License Packs (includes 5 named users)	3	USD 4,935.00
Accela Mobile User Lic Packs (includes 5 named users)	2	USD 10,998.00
Subtotal		USD 26,931.00
TOTAL:		USD 26,931.00

Maintenance Summary

Product	QTY	Annual Maintenance and Support Net Price
Accela Land Management Annual Maintenance and Supp Initial	1	USD 2,639.52
Accela GIS Annual Maintenance and Supp Initial	1	USD 1,184.40
Accela Mobile Annual Maintenance and Supp Initial	1	USD 2,639.52
Subtotal		USD 6,463.44
TOTAL:		USD 6,463.44

Exhibit A.4



NOTES: License and Maintenance Only

This quote is valid until March 23, 2016. After this date, all prices are subject to change. This quote supersedes any previous written or verbal estimate for products and installation services. In order to procure the above-mentioned services, please sign below submit a purchase order with the following information:

1. Signature of authorized personnel (if there is a signature line on the purchase order)
2. Estimate Number
3. Date

In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit both front and back and send the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

Payment Terms: All license fees are fixed-price deliverables for which full payment is due upon signing or receipt of Agency purchase order. Payment obligations hereunder are non-cancelable and any sums when paid are non-refundable.

The Maintenance Fees are for the licenses being purchased under this quote. These fees are in addition to any existing maintenance fees on current Accela software products that you may already have purchased. The maintenance period for the licenses being purchased under this quote will begin upon delivery of such licenses to the agency. The Maintenance Fees are fixed-priced deliverables for which full payment is due upon signing or receipt of Agency purchase order. Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.

If the Agency requires additional on-site assistance, a separate estimate will be provided. These costs do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

The pricing set forth herein reflects information generally known to Accela, supplied to Accela by client, and based on Accela's interpretation of the work to be performed. Further information gathered through detailed investigation and configuration analysis by Accela is required before a final Statement of Work and pricing can be mutually agreed upon.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

EXHIBIT B
(licenses and maintenance fees table)

EXHIBIT B

LICENSE FEES

Product	Fees
Accela Land Mgmt User Lic Packs (incl 5 named users per pack)	\$10,998.00
Accela GIS User License Packs (includes 5 named users)	\$4,935.00
Accela Mobile User Lic Packs (includes 5 named users)	\$10,998.00
Total License Fees	\$26,931.00

MAINTENANCE AND SUPPORT FEES

Product	Year 1
Accela Land Management Annual Maintenance and Support	\$2,639.52
Accela GIS Annual Maintenance and Support	\$1,184.40
Accela Mobile Office Annual Maintenance and Support	\$2,639.52
Total Annual Maintenance and Support Fees	\$6,463.44

First-Term Annual Maintenance and Support Fees are fixed-priced deliverables for which full payment is due upon contract signing.

Renewal fees for the Second-Term through Fourth-Term Annual Maintenance and Support are subject to annual increases of four percent (4%) over the previous year's fees and are due on the anniversaries of the Effective Date.

EXHIBIT C
(crm order schedule confirmation)



Please complete the information highlighted in yellow below.

Date	March 8, 2016
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Order form valid until March 31, 2016.

Accela CRM Order Schedule (OS) Confirmation

General Information

Customer Name	Nevada County, CA
Customer Contact	Joshua Pack, Principal Civil Engineer
Customer Contact Email	Joshua.Pack@co.nevada.ca.us
Customer Address	950 Maidu Avenue Nevada City, CA 95959

Customer Accounts Payable Information

Accounts payable contact will receive invoice via email. Please enter their information below:

AP Contact AP Address	
AP Contact Email	

Agreement Term

Invoices will be sent out using the term start and end dates below:

Term Start	4/1/16
Term End	3/31/17

Accela, Inc.

2633 Camino Ramon, Suite 500, San Ramon, CA 94583 | (925) 659-3200 | contractsadmin@accela.com

Exhibit C.2

Description of Services

Accela, Inc. (“Accela”) will provide Customer with access to Accela’s citizen engagement & workflow management suite (the “Services”), which includes the following:

- Custom branded smartphone applications
- Public-facing web portal
- Cloud-based CRM and administrative dashboard

Mobile and CRM

Staff User Accounts	X	Unlimited
Mobile Application	X	City branded in-app store application for iOS & Android, with Unlimited widgets. General Blackberry & Windows app.
Mapping Features (Public Facing Web Portal)	X	Google (standard)
Mapping features (City Facing CRM/Administrative Dashboard)	X	Google
Mapping Features (Mobile)	X	Google (Android) and iOS (Apple)
Local Places Module	X	Mobile widget and CRM configuration tools to feature local business, community attractions, and more.
Reporting	X	Enhanced reporting with analytics
System Configuration	X	Remote, account manager assisted
Training	X	Remote, account manager assisted

Accela, Inc.

2633 Camino Ramon, Suite 500, San Ramon, CA 94583 | (925) 659-3200 | contractsadmin@accela.com

Exhibit C.3

Products & Pricing Conditions



Product Pricing

Product Code/SKU#	Product	Quantity	Billing Frequency	Price
SS65APSTT030001	Accela CRM	1	Annual	\$15,000
Total Annual Subscription Fees				\$15,000

The costs of Implementation Services for Accela PublicStuff CRM are included in the subscription fees. Additional professional services outside the scope of this agreement may be subject to additional fees on a time and materials basis. A separate Estimate and Statement of Work can be provided for third party product integrations. Payment terms are net 30.

Acceptance & Authorization

This Order Schedule ("OS") is entered into between Customer and Accela. Customer accepts and agrees to adhere to the Terms and Conditions for Accela Services, attached hereto as Exhibit A, which, together with this OS will be referenced as the "Agreement." This Agreement between Customer and Accela, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Accela and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

Accela, Inc.	Customer:
By: 	By: 
Printed Name: <i>Colin M. Samuels</i>	Printed Name: <i>Dan Miller</i>
Title: <i>Asst. Corp. Secretary</i>	Title: <i>Chair</i>
Date: <i>3/24/16</i>	Date: <i>3-28-2016</i>

Accela, Inc.

2633 Camino Ramon, Suite 500, San Ramon, CA 94583 | (925) 659-3200 | contractsadmin@accela.com

Exhibit C.4

Exhibit A Accela CRM Services Order Schedule Terms and Conditions

Terms and Conditions

These terms and conditions for services ("agreement") and one or more written orders ("order schedules") govern use of our services.

Accela provides a tool that Customer can use to understand issues surfaced by users of the Accela applications in respect of Customer city, municipality, facility, complex, building or campus. By subscribing to the Accela Service, Accela allows Customer to interact directly with individuals in Customer location by providing such individuals with tools and applications to report issues, concerns or problems to Customer for efficient resolution. The Accela Services are made available to Customer through a password-protected hosted interface and dashboard provided by Accela.

1. DEFINITIONS

- "Implementation Services" means services provided to Customer to integrate and implement the Accela Services, as described herein.
- "Accela Material or Data" means all design, bid documents, software, and other material furnished to Customer by Accela during the course of this Agreement and comprise derivative works from Accela's pre-existing intellectual property and shall remain the property of Accela.
- "Accela Services" means, collectively, the interface and dashboard hosted by Accela and provided to Customer from time to time, the Accela Data, the Implementation Services and the documentation. The Accela Services include any change, improvement, extension or other new version thereof that is developed or otherwise made available to Customer.
- "Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Accela Services, and are identified as third-party applications.
- "User Guide" means the online user guide for the Services, accessible via login at accounts.publicstuff.com as updated from time to time.
- "Users" means individuals who are authorized by Customer to use the Accela Services and who have been supplied user identifications and passwords by Customer (or by Accela at Customer request). Users may include but are not limited to Customer employees, consultants, contractors and agents.
- "Customer" means the Municipality or other legal or governmental entity for which Customer are accepting this Agreement.
- "Customer Data" means all reports, studies, information, data, statistics, forms, procedures, and any other materials or properties provided to Accela by Customer and shall be the sole and exclusive property of Customer. All reports and other documents produced by Accela for Customer under this Agreement shall be the sole and exclusive property of Customer.

2. ACCELA SERVICES

2.1 Order Schedules

These Terms and Conditions will be implemented through one or more written orders that reference this Agreement and contain such other information as Customer contact information, the Accela Services to be accessed, any third-party applications to be accessed, subscription fees, implementation services, the term and agreed-upon termination provisions. Any change to the terms of this Agreement within an Order Schedule will apply only to the Accela Service described therein. Accela may provide the Accela Services directly, or indirectly using contractors or other third party vendors or service providers. Accela agrees that it shall be fully responsible for performance of Accela Services for Customer by any such third party contractors, vendors or service providers.

2.2 Accela Services

Subject to these terms and conditions and the Order Schedules, Accela will use commercially reasonable efforts to operate and host the Services. Accela reserves the right to modify the Accela Services (in whole or in part) at any time, provided that Accela will not materially reduce the functionality of the Accela Services.

2.3 Analytics

Accela hereby grants Customer all necessary rights to access and analyze Accela Data, solely via the Accela Services during the term defined in the applicable Order Schedule.

2.4 Third-Party Products and Services

Accela may offer Third-Party Applications for sale under Order Schedules. Any other acquisition by Customer of Third-Party Applications, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Accela does not warrant or support third-party products or services, except as specified in an Order Schedule. No purchase of third-party products or services is required to use the Accela Services.

2.5 Third-Party Applications and Customer Content

If Customer installs or enables Third-Party Applications for use with the Accela Services, Customer acknowledges that Accela may allow providers of those Third-Party Applications to access Customer content as required for the interoperation of such Third-Party Applications with the Accela Services. Accela shall not be responsible for any disclosure, modification or deletion of Customer content resulting from any such access by Third-Party Application providers.

2.6 Availability of Third Party Applications

Accela, Inc.

2633 Camino Ramon, Suite 500, San Ramon, CA 94583 | (925) 659-3200 | contractsadmin@accela.com

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Exhibit C.5

Accela Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for inclusion in the Accela Services, Accela may cease providing such Third Party Applications without entitling Customer to any refund, credit, or other compensation.

2.7 Support

Accela will use commercially reasonable efforts to provide Customer with the necessary technical support and updates for the Accela Services.

2.8 Limitations

Accela will not be responsible or liable for any failure in the Accela Services resulting from or attributable to (a) usage in excess of the usage for which Customer have ordered pursuant to an applicable Order Schedule, (b) failures in any telecommunications, network or other service or equipment that are not within Accela's reasonable control, (c) Customer negligence, acts or omissions, (d) any force majeure or other cause beyond Accela's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties, except to the extent such access, breach or hacking is caused by Accela's negligence or willful misconduct.

2.9 Reserved

2.10 User Subscriptions

Unless otherwise specified in the applicable Order Confirmation, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users.

3. FEES AND PAYMENTS

3.1 Fees

Customer agree to pay Accela all fees and expenses in the amounts and at the times specified in the applicable Order Schedule. Payment terms are net 30 days. Services terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term.

4. PROPRIETARY RIGHTS

4.1 Accela Services

Except for the limited rights and licenses expressly granted to Customer hereunder, no other license is granted, no other use is permitted and Accela (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Accela Services.

4.2 Customer Content

Customer shall own all rights in all content and data created or provided by Customer, subject to the rights and licenses granted herein. During the term of this Agreement, Customer hereby grants Accela and its successors a worldwide royalty free, nonexclusive, sub licensable right and license to exploit and use Customer content in connection with the provision or exploitation of the Accela Services.

4.3 Restrictions

Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Accela's Confidential Information (as defined herein) to create any service, software, documentation or data that is similar to any aspect of the Accela Services, provided that the foregoing does not prohibit independent development of similar functionality by Customer or third parties, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Platform, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Accela Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Accela Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to engage in any of the foregoing proscribed acts.

5. LIMITED WARRANTY AND DISCLAIMERS

5.1 General

Accela warrants to Customer that (i) the Accela Services will be provided in a professional and workmanlike manner; (ii) the Accela Services will perform in accordance with its published specifications in all material respects; (iii) the Accela Services as delivered by Accela do not contain any Trojan horses, worms, or undocumented disabling devices; and (iv) Accela scans the Accela Services and the hosted environment for known viruses using industry standard virus detection techniques.

5.2 Disclaimers

Accela, Inc.

2633 Camino Ramon, Suite 500, San Ramon, CA 94583 | (925) 659-3200 | contractsadmin@accela.com

v10152015

Exhibit C.6

Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the application Services may be adversely affected by remedial or other actions performed pursuant to this Agreement; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

6. INDEMNIFICATION

6.1 Infringement

Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

6.2 Exclusions

Accela shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any Accela Service in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) modifications, alterations, combinations or enhancements of the Accela Service not created by or for Accela (c) any of Customer content, (d) any portion of the Accela Service that implements Customer requirements, (e) Customer continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement or (f) any intellectual property right in which Customer or any of its affiliates has an interest.

7. LIMITATION OF LIABILITY

ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Accela, Inc.

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