

**AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE**

County of Nevada, California

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County"), and **Accela, Inc.** (herein "Contractor"), wherein Contractor agrees to provide the software and services commonly known as **Accela**. As described in the Schedules comprising this Agreement, Contractor will successfully migrate the County's current on-premise solution to **their cloud software solution known as Accela** consisting of all existing system modules and capabilities necessary to meet the County's requirements as defined in the Statement of Work Appendix D-1.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

**Schedule A: General Terms and Conditions**

**Schedule B: Software License Agreement**

**Accela Subscription Services Master Agreement**

**Appendix B-1: Accela Software Support Services Policies – SaaS**

**Appendix B-2: Accela Service Availability and Security Policy**

**Appendix B-3: Accela Consulting Services Policy**

**Appendix B-4: Accela Data Storage Policy**

**Schedule C: Software Maintenance Agreement**

**Schedule D: Scope of Professional Services**

**Appendix D-1: Accela Statement of Work for Migration Services**

**Schedule E: Schedule of Charges and Payments**

**Appendix E-1: Accela Order**

**Schedule F: Information Technology Security Exhibit**

**CONTRACTOR:**

\_\_\_\_\_  
Name:  
Title:  
Dated: \_\_\_\_\_

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Trisha Tillotson, CDA Director  
Dated: \_\_\_\_\_  
  
County Counsel: \_\_\_\_\_  
Approved as to Form  
Dated: \_\_\_\_\_

## SCHEDULE A: GENERAL TERMS AND CONDITIONS

### 1.0 Definitions

- 1.1 *Acceptance*: The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 *Acceptance Certificate*: A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 *Acceptance Plan*: That document, delivered as a component of the Implementation Plan document, which defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 *Agreement*: This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 *Authorized Representative*: The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 *Compliance Update*: A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 *Computer System*: The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.8 *Confidential Information*: Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights*: Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Customization*: Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."

- 1.11 *Data*: All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 *Data Conversion Plan*: The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.
- 1.13 *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store COUNTY data on a disk sub-system as part of the operation of the Software.
- 1.14 *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
- 1.15 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from County ("County Deliverables").
- 1.16 *Derivatives*: Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.17 *Documentation*: Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19 *Enhancement*: A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.
- 1.20 *Error*: Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 *Error Correction (may also be referred to as "Patch")*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22 *Explanatory Documentation*: Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.
- 1.23 *Final Acceptance Certificate*: County's final written acceptance of the Programs and services to be provided under this Agreement.

- 1.24 *Hardware*: The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.25 *Hosting Services Agreement*: That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County's access.
- 1.26 *Hosting Servers*: Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.27 *Hosted Software*: A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.28 *Implementation Plan*: That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.29 *Intellectual Property*: Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.30 *Licensed Software*: The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.31 *Maintenance Release*: A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.32 *New Product*: Any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Contractor's licensees generally without separate charge.
- 1.33 *Notice of Completion*: A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.34 *Object Code*: Machine readable compiled form of Licensed Software provided by Contractor.
- 1.35 *Party*: Either Contractor or County, and "Parties" means both of the same.
- 1.36 *Patents*: All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.37 *Professional Services*: Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.
- 1.38 *Project Management*: The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.39 *Project Management Plan*: A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Migration Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.

- 1.40 *Programs*: The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Agreement.
- 1.41 *Release*: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.42 *Seat*: A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.43 *Site*: A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.44 *Software*: The software program(s) identified on Schedule E, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.45 *Software Acceptance Date*: The date of final acceptance of the System by County as described in Schedule D of this Agreement.
- 1.46 *Specifications*: The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.
- 1.47 *Subsequent Release*: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.48 *Support Services*: Those services provided by Contractor as described in Schedule C: Software Maintenance Agreement.
- 1.49 *System*: The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.50 *System Cutover*: The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.51 *Test Period*: The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance Testing.
- 1.52 *Third Party Software*: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.53 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

- 1.54 *Update*: A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Product or added features for which Contractor generally imposes a separate charge.
- 1.55 *Upgrade*: Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.56 *Users*: People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.57 *Version*: A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.58 *Warranty Period*: Commencing on the Software Acceptance Date and continuing during the Term, including any renewals or extension, all Errors shall be corrected by the Contractor without charge to the County.
- 1.59 *Work or Project*: The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the County.

## 2.0 Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**Contractor:**  
**Accela, Inc.**  
2633 Camino Ramon  
Suite 500  
San Ramon, California 94583

Contact Person:  
**Brad Jacobs**  
Account Executive

**County of Nevada:**  
Community Development Agency  
950 Maidu Avenue, Suite 170  
PO Box 599000  
Nevada City, California 95959

Contact Person:  
**Alicia Chaturvedula**  
Chief Fiscal Admin Officer

## 3.0 Standard of Performance

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct, including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.

#### **4.0 Contractor as Independent**

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

#### **5.0 Indemnification**

##### **5.1 General**

Contractor shall defend, indemnify and save harmless the County, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **5.2 Intellectual Property**

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to County, but only if County does all of the following:
  - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
  - ii. gives Contractor the right to control and direct the defense and settlement of that action;
  - iii. makes no compromise, settlement, or admission of liability; and
  - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.
- c. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
  - i. procure for County the right to continue using the infringing or potentially infringing Software;
  - ii. replace the infringing or potentially infringing Software with non-infringing software;



or

- iii. modify the infringing or potentially infringing Software so that it becomes non-infringing.
- iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial license fee actually paid by County to Contractor under this agreement, and upon such a return, any licenses granted to County for the Software shall terminate immediately.

## **6.0 Insurance**

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
  - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
  - b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
  - c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
  - d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 6.3 Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- 6.4 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.
- 6.5 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the

life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **7.0 Ownership of Data**

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Agreement, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.

## **8.0 Assignment and Subcontracting**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COUNTY may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **9.0 Confidentiality**

The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement may include confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other party, except as required by law. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the License and this

Agreement.

## **10.0 Warranty**

Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any malicious code or components such as viruses, malware or spyware. Contractor warrants as follows for all customization made by Contractor for the County: (1) All Customizations will continue to be supported by Contractor under its maintenance agreement as defined in Schedule C; (2) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; (3) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the Customizations. These provisions shall apply for as long as the County is covered by the Contractor's maintenance agreement.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.**

**CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY COUNTY SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$1 MILLION. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.**

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the Software.

## **11.0 Nondiscrimination and Compliance with Laws**

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

## **12.0 Prior Nevada County Employment (County Resolution No. 03-353)**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months

following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

### **13.0 Intellectual Property**

County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto, including all patents, trademarks, copyrights, trade secrets and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.

### **14.0 Conflict of Interest**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

### **15.0 Responsibilities of County**

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

### **16.0 Technology Life Expectancy**

County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to County, maintain the Software to be compatible with Microsoft-supported operating systems and databases. County upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with such future resources and upgrades,

### **17.0 Term and Termination**

17.1 The Term of this Agreement shall commence upon execution by both parties (hereinafter the "Effective Date") and shall continue until all Tasks and Deliverables have been completed by Contractor and Accepted by County unless terminated earlier in accordance with this section.

Term of contract is January 1, 2025 to December 31, 2031.

17.2 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

17.3 Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

17.4 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor

shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

17.5 Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

17.6 Source Code Escrow. Within 30 days following Final Acceptance by the County, Contractor shall add the County to the list of customers that are reflected on its multi-party escrow agreement. Contractor, on behalf of its customers, has entered into an escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the County. Should certain events reflected in the escrow agreement occur, then the County may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the County, the County shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the County's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Agreement.

17.7 Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, County and Contractor may renegotiate the contract upon mutual agreement of the parties. Should the County decide to renew the agreement, cost increases shall be in alignment with the Cost Price Index (CPI) for software maintenance, technical support and other services related to software (Series ID:PCU513210513210506) or 3% whichever is less.

17.8 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

## **18.0 Informal Dispute Resolution**

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

## **19.0 Compliance with Public Records Law**

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

## **20.0 Books of Record and Audit Provision**

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

## **21.0 Taxes**

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

## **22.0 Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

## **23.0 Compliance with Applicable Laws**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**24.0 Authority**

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

**25.0 Expert Witness**

If requested by County, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Agreement.

**26.0 Section Headings**

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**27.0 Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28.0 Amendment and Waivers**

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

**29.0 Force Majeure**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

**30.0 Publicity**

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.



- Schedule B: Accela Subscription Services Master Agreement (MSA)**  
**Appendix B-1: Accela Software Support Services Policies – SaaS**  
**Appendix B-2: Accela Service Availability and Security Policy**  
**Appendix B-3: Accela Consulting Services Policy**  
**Appendix B-4: Accela Data Storage Policy**



## 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, 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 to an Order. The current Consulting Services Policy is available at [www.accela.com/terms/](http://www.accela.com/terms/).

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 [www.accela.com/terms/](http://www.accela.com/terms/).

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 [www.accela.com/terms/](http://www.accela.com/terms/).



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 Software Support Services Policies (SaaS) and Service Availability and Security 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 [www.accela.com/terms/](http://www.accela.com/terms/) 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 without the use of the disclosing party's Confidential Information. 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 defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela 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, as defined above, 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 ITS LICENSORS WITH 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 Services 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 for the non-compliant Services.

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 will provide 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 can be accessed [www.accela.com/terms/](http://www.accela.com/terms/).

11.5 Survival. Sections 2.5 (Ownership), 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.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

**ACCELA, INC.**

**CUSTOMER:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**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: May 31, 2023

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 at 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 reasonable 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 in English to your identified Authorized Customer Contacts 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 specific archived Software updates and other technical information available to customers in Accela’s online support databases.

(1) **Authorized Support Contacts:** These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to two (2) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:

- Initiating and managing support cases through email, phone, and online submission.
- Acting as the primary contact for all support-related communication.
- Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

## **(2) Submitting a Case**

Authorized Support 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, Customer 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 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. Customer shall 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 Authorized Support Contacts account and/or an admin account and/or Customer'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, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-party software unless expressly specified by Accela in Customer's Agreement.

**(7) Exclusions**

This Support Policy does not cover the following Support Exclusions:

- 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 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.

**(1) Error Classification**

**Functional Definitions:** Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer’s business functions, as designed, by the SaaS product.

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).

**(2) 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 <sup>a</sup>
2	3 days <sup>a</sup>
3	5 days <sup>a</sup>
4	7 days <sup>a</sup>

<sup>a</sup> Initial response times include 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: May 31, 2022

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 at its sole discretion. This Support 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 reasonable 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 Authorized Support 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 Authorized Support 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 specific archived Software updates and other technical information available to customers in Accela’s online support databases.
- (1) Authorized Support Contacts:** These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to ten (10) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:
- Initiating and managing support cases through email, phone, and online submission.
  - Acting as the primary contact for all support-related communication.
  - Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Support Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

**(2) Submitting a Case:** Authorized Support 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, Customer 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 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. Customer shall 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 **Authorized Support Contacts** account and/or an admin account and/or Customer'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, notwithstanding anything to the contrary, 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 customer's system and provide oversight 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:** The Preferred support plan includes 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) Exclusions:** This Support Policy does not cover the following Support Exclusions:

- 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.

**(1) Error Classification:**

**Functional Definitions:** Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
<b>Level 1</b>	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
<b>Level 2</b>	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).
<b>Level 3</b>	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
<b>Level 4</b>	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).



(2) **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 hour <sup>a</sup>
2	4 hours <sup>a</sup>
3	8 hours <sup>a</sup>
4	24 hours <sup>a</sup>

<sup>a</sup> 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 via email or electronically via the Accela Success Community.



## 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 mis-configuration 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:  $x = (n - y) * 100 / n$

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 Fees Credited	Monthly Service
>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/>.

## 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:**

- Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- 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.
- 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.
- 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.
- Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- 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:**

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

- Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- Have all equipment ready and available for Accela's access to perform the Consulting Services.
- 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.
- 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.
- 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/](https://www.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, 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.

## **SCHEDULE C—SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

### **1.0 Scope of Agreement**

- 1.1 This Schedule C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software License Agreement (Schedule B) between the parties, as listed on Schedule E: Schedule of Charges and Payments. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Agreement does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2 Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor's then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

### **2.0 Term of Agreement**

- 2.1 The initial term ("Initial Term") of this Agreement shall begin on the effective date of this Agreement and, unless sooner terminated or extended in accordance with the terms hereof, shall continue in effective for sixty months following the System Cutover. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the fifth (5th) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2 Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 8 below, the Agreement will automatically renew for a successive period of one (1) year ("First Renewal Term"), as set forth above, unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that the Agreement will not be renewed beyond the Initial Term. Thereafter, the Agreement will automatically renew for successive periods of one (1) year ("Subsequent Term(s)") unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term".

### **3.0 Software Support and Maintenance Fees**

Software Support and maintenance fees shall be as detailed in Schedule E, Schedule of Charges and Payments.

### **4.0 Hosting Services**

Contractor shall arrange hosting of the Software on behalf of the County at a data storage center within the United States (excluding the U.S. territories). For the Term of this Agreement and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Agreement and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth in Appendix C-1. Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the system by County, or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to their own hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to



the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

The hosting facility shall be in compliance with ISO 27031 Guidelines for Information and Communication Technology Readiness for Business Continuity.

- 5.0 Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems.

**6.0 Disaster Recovery**

The Contractor will maintain a Disaster Recovery Plan with respect to the services provided to the County. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Contractor's service in which the Contractor, using reasonable judgment, requires relocation of processing to a recovery location. The Contractor shall notify the County as soon as possible after the Contractor deems a service outage to be a Disaster. The Contractor shall move the processing of the County's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Contractor only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

- 7.0 Administrative Functions Performed by Contractor.** Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring. If any change requested by the County for the administration of the Software require changes to reports, interfaces, workflows, creation of an event(s) or similar, the change order process outlined in Schedule C will be used to describe the work to be performed and any costs to be borne by County.

**8.0 Confidentiality of County Information.**

- 8.1 Any information obtained by Contractor or a subcontractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The System must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.
- 8.2 Contractor shall not use County's library patron details such as names, addresses, etc., for any purpose other than providing requested services to the County and shall not transmit County data to any third party, except as requested by the County.
- 8.3 Contractor shall report to County within twenty four (24) hours any violations of these provisions with regard to confidentiality of data, or any data security incidents that may result in the unauthorized disclosure of County information. Data security incident means

any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, Contractor systems; (b) inability to access County information or Vendor systems due to a malicious use, attack or exploit of such information or systems; (c) unauthorized access to, theft of or loss of County information; (d) unauthorized use of County information for purposes of actual or reasonably suspected theft, fraud or identify theft; (e) unauthorized disclosure of County information; or (f) breach of, or transmission of malicious code to County's Computer Systems arising from, in whole or part, an act, error, or omission by Contractor.

- 8.4 Contractor shall conduct an internal data security risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect County information from unauthorized disclosure. Contractor shall update the risk assessment and related safeguards at least annually. Upon request by the County, Contractor agrees to provide documentation sufficient to demonstrate Contractor's compliance with the terms of this paragraph.

## **9.0 Covered Maintenance**

Contractor will provide to County: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

## **10.0 County Obligations**

- 10.1 County may designate up to five (5) persons by whom requests by County for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 10.2 County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 10.3 County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor shall not be responsible for any security breach of County's Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.
- 10.4 Software Administration. County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,
- 10.5 Communications Equipment. County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

## **11.0 Compliance Updates**

Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide up to 1000 hours of technical effort per calendar year in furtherance of legislative compliance updates. Any hours over 1000 that are required to meet a

compliance update effort by Contractor shall be spread on an equitable basis across Contractor's affected client base on a time and materials basis.

**12.0 Service Level Agreement**

- 12.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 12.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.
- 12.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 12.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at County's location for remote support, which equipment is to be obtained by County at its sole expense.

Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

- 12.5 Response Policy. Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

Per Appendix B-1 Accela Software Support Services Policies for SaaS, any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product. Contractor will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Severity	Definition	Target Initial Response Time*
1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted)	1 day
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)	3 days
3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).	5 days
4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect)	7 days

\* Initial response times include 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.

12.6 Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

**13.0 Right to Modify or Cancel Support**

13.1 County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days notice to Contractor.

13.2 County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days notice to Contractor.

13.3 County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.

13.4 The parties agree that County may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. The County shall be charged at the rates set forth in Schedule E for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Schedule E, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.

## **SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES**

### **1.0 Objectives of the Project**

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Contractor's **Accela** Cloud software. In fulfilling their respective obligations as described in this Schedule and the resulting migration plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

### **2.0 Project Personnel**

**Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing.**

2.1 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

2.2 Contractor Project Manager will coordinate all of Contractor's personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.

2.3 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.

2.4 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and Deliverables as described herein.

### **3.0 County Responsibilities**

3.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Migration Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Migration Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Migration Services as reasonable requested by Contractor's Project Manager.

3.2 The County's third party Accela contractor, TruePoint Solutions, will be made available to Contractor in order to assist wherever necessary with the migration as needed.

3.3 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.

3.4 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.

3.5 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete

the data migration. Data and data access will be provided under a mutually agreed security policy.

- 3.6 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- 3.7 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

#### **4.0 Project Management Plan**

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 4.1 **Project Schedule:** The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 4.2 **Deliverables:** see Appendix D-1 Accela Statement of Work for list of the key Deliverables. **Data Migration Plan:** A description of the overall approach, responsibilities, and timing of the process for migrating data from the County's current Accela database to the Cloud version.

- 5.0 Interface Specifications:** A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.

- 6.0 Acceptance Plan:** A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Agreement or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:

- 6.1 The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:

- a. For the life of this contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
- b. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.
- c. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Agreement is terminated.

- 6.2 "Final Acceptance" is defined as:

- a. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, AND
- b. The final delivered product fully implemented in County's live production environment AND

- c. County will have thirty-days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the Parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Agreement until County accepts the product or terminates this Agreement upon written notice to Contractor.

## **7.0 Project Initiation**

- 7.1 Contractor will initiate systems as described in the Project Management Plan and Appendix D-1 for recording and managing issues, risks, and changes.
- 7.2 Contractor will identify all product configurations necessary to enable functionality to meet defined requirements.

## **8.0 Project Execution**

- 8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.
- 8.2 Contractor will provide regular status reports in accordance with the Communication Plan.

## **9.0 User Acceptance Testing (UAT)**

- 9.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List provided in Appendix D-1.
- 9.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.
- 9.3 Acceptance of the converted data is not a part of UAT; it is addressed during the migration process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.
- 9.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.
- 9.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.
- 9.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:
  - a. Development of the Test Strategy Plan
  - b. Development of Testing Scenarios and Scripts
  - c. Execution of the Test Plan
  - d. Management, documentation, reporting of test results
  - e. Fault status tracking

## **10.0 Project Deliverables**

### **10.1 Deliverables Acceptance**

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
- b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
- c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
- d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
- e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
- g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.

#### 10.2 Deliverables List

Contractor will provide the deliverables described in the Statement of Work Appendix D- 1 Work Description

#### 10.3 Final Project Acceptance

- a. Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.
- b. Upon receipt of the Notice of Completion, County will i) sign the Notice of Completion, indicating County's final acceptance of the project; or ii) submit in writing to Contractor notice of any errors that County believes exist within the Software.
- c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Schedule C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by County to memorialize Acceptance.

### 11.0 Project Schedule

A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for a 5-6 month plan. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.  
See Appendix D-1 Accela SOW SaaS Migration



**12.0 Additional Services**

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Schedule E.



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# Statement of Work

## County of Nevada, California SaaS Migration Services

11/22/2024

Version 1.2

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
10/21/2021	J. White	1.0	SOW Creation
10/29/2024	J. White	1.01	Bring pricing current
11/20/2024	J. White	1.2	Revised based on customer feedback

## INTRODUCTION

### OVERVIEW

This Statement of Work (“SOW”) dated 11/22/2024 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 County of Nevada, California (“Agency” or “Customer”).

This statement of work represents a Fixed Fee based engagement.

### SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Land Management 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: Support, Test, Production)
- Assistance migrating two specific interfaces:
  - GIS (including APO load)
  - California State License Board
- Migration of up to 100 SSRS reports
- Assist in integrating Azure SSO
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

#### Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *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, 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. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Update events to use current EMSE Master Scripts
12. Migrate and Test integrations
  - Repoint service endpoints to new URLs
  - Adjust firewall rules and network topologies as necessary
  - Update interface EMSE scripting dependences for Azure compatibility
13. Migrate and update SSRS reports (maximum of 100)
  - Import reports into the Accela SaaS environment
  - Update reports to remove dependencies on custom objects (stored procedures, functions)
  - Facilitate customer testing and remediate any issues found resulting from migration
14. Validate Ad Hoc reports
  - Remove dependencies on custom views where possible
  - Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan

## OUT OF SCOPE

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

## 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 3<sup>rd</sup> party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> 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.

## PROJECT TIMELINE

The project is estimated to take 20 weeks. The projected start date for the Project is forty-five (45) 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.

## PAYMENT TERMS

### PAYMENT SCHEDULE

- 50% due at contract signing \$31,125.
- 50% invoiced at completion \$31,125.

### 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 \$62,250. 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 ODERS

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 as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. 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 Professional 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". 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.**

**County of Nevada, California**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name - Type or Print*

\_\_\_\_\_  
*Name - Type or Print*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## APPENDIX A: CHANGE ORDER FORM

Agency:  
 Project Code:  
 Contract ID:  
 Initiating Department:  
 Initiated By:

CO #:  
 Date:

<p><b>A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:</b></p> <p>1. [Description of Change #1 – Issue details/scope impact, add as many as needed]</p> <ul style="list-style-type: none"> <li>• Schedule impact:</li> <li>• Resource impact:</li> <li>• Cost impact:</li> </ul> <p>2. Etc.</p> <p><b>Total Project Schedule Impact:</b> [Enter]  <b>Total Project Resource Impact:</b> [Enter]  <b>Total Project Cost Impact:</b> [Enter]</p> <p><b>B. BILLING TERMS:</b>        Please describe the method by which Accela may bill the customer. Typically for CO's this is T&amp;M.</p> <p><b>C. EXPIRATION:</b>        If this is a CO for a bucket of T&amp;M hours there needs to be an expiration date</p>
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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:

**SCHEDULE E—SCHEDULE OF CHARGES AND PAYMENTS**

**1.0 License Fees (Software as a Service)**

The County agrees to the following annual rates for the Accela suite of products for the Cloud MultiApp.

<b>7 Year Cloud with 2 Years Upfront</b>			
<b><i>Support and Maintenance, Hosting, Upgrades, Mobile, GIS, ACA Included</i></b>			
	<b>Price</b>	<b>Quantity</b>	<b>Total</b>
<b>Year 1</b>	<b>\$1,270.00</b>	<b>100</b>	<b>\$127,000.00</b>
<b>Year 2</b>	<b>\$1,333.50</b>	<b>100</b>	<b>\$133,350.00</b>
<b>Year 3</b>	<b>\$1,400.18</b>	<b>100</b>	<b>\$140,017.50</b>
<b>Year 4</b>	<b>\$1,800.00</b>	<b>100</b>	<b>\$180,000.00</b>
<b>Year 5</b>	<b>\$1,890.00</b>	<b>100</b>	<b>\$189,000.00</b>
<b>Year 6</b>	<b>\$1,984.50</b>	<b>100</b>	<b>\$198,450.00</b>
<b>Year 7</b>	<b>\$2,083.73</b>	<b>100</b>	<b>\$208,372.50</b>

**2.0 Implementation Costs**

Per Statement of Work (SOW) in Appendix D-1, County shall pay Accela a flat fee for the full migration with approved User Acceptance in the amount of \$62,250 per the Statement of Work Appendix D-1. Any change orders or additional work required will be at the hourly rate of \$250 per hour and must be agreed upon in writing before work commences.

Payment Terms:

- 2.1 Upon signature of the contract, Accela will invoice County for 50% of SOW. \$31,125.00
- 2.2 Upon completion and acceptance of Cloud version, Accela will invoice County final 50% of SOW. \$31,125.00

**3.0 Payments**

- 3.1 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 3.2 Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this contract through the Change Request process.
- 3.3 Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty days to process each payment.
- 3.4 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be

subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on subsequent invoices.

- 3.5 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.
- 3.6 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

#### **4.0 Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from the County.

#### **5.0 Payment Terms**

All payments are due Net 30 Days following County's receipt of an accurate invoice.



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

Proposed by: Brad Jacobs  
Contact Phone:  
Contact Email: [bjacobs@accela.com](mailto:bjacobs@accela.com)  
Quote ID: Q-34915  
Valid Through: 12/30/2024  
Currency: USD

## Order Form

### Address Information

#### Bill To:

Nevada County Community Development Agency, CA  
950 Maidu Avenue  
Nevada City, California 95959  
United States

#### Ship To:

Nevada County Community Development Agency, CA  
950 Maidu Avenue  
Nevada City, California 95959  
United States

Billing Name: Brian Rhodes

Billing Phone:

Billing Email: [brian.rhodes@co.nevada.ca.us](mailto:brian.rhodes@co.nevada.ca.us)

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	1/1/2025	12/31/2025	12	\$1,270.00	100	\$127,000.00
> Accela Building - SaaS	Year 1	1/1/2025	12/31/2025	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 1	1/1/2025	12/31/2025	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 1	1/1/2025	12/31/2025	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 1	1/1/2025	12/31/2025	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$127,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	1/1/2026	12/31/2026	12	\$1,333.50	100	\$133,350.00
> Accela Building - SaaS	Year 2	1/1/2026	12/31/2026	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 2	1/1/2026	12/31/2026	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 2	1/1/2026	12/31/2026	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 2	1/1/2026	12/31/2026	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$133,350.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	1/1/2027	12/31/2027	12	\$1,400.18	100	\$140,017.50
> Accela Building - SaaS	Year 3	1/1/2027	12/31/2027	12	\$0.00	100	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Planning - SaaS	Year 3	1/1/2027	12/31/2027	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 3	1/1/2027	12/31/2027	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 3	1/1/2027	12/31/2027	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$140,017.50

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	1/1/2028	12/31/2028	12	\$1,800.00	100	\$180,000.00
> Accela Building - SaaS	Year 4	1/1/2028	12/31/2028	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 4	1/1/2028	12/31/2028	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 4	1/1/2028	12/31/2028	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 4	1/1/2028	12/31/2028	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$180,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	1/1/2029	12/31/2029	12	\$1,890.00	100	\$189,000.00
> Accela Building - SaaS	Year 5	1/1/2029	12/31/2029	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 5	1/1/2029	12/31/2029	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 5	1/1/2029	12/31/2029	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 5	1/1/2029	12/31/2029	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$189,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	1/1/2030	12/31/2030	12	\$1,984.50	100	\$198,450.00
> Accela Building - SaaS	Year 6	1/1/2030	12/31/2030	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 6	1/1/2030	12/31/2030	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 6	1/1/2030	12/31/2030	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 6	1/1/2030	12/31/2030	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							\$198,450.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	1/1/2031	12/31/2031	12	\$2,083.73	100	\$208,372.50

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Building - SaaS	Year 7	1/1/2031	12/31/2031	12	\$0.00	100	\$0.00
> Accela Planning - SaaS	Year 7	1/1/2031	12/31/2031	12	\$0.00	100	\$0.00
> Accela Cannabis Licensing - SaaS	Year 7	1/1/2031	12/31/2031	12	\$0.00	100	\$0.00
> Accela Environmental Health - SaaS	Year 7	1/1/2031	12/31/2031	12	\$0.00	100	\$0.00
<b>TOTAL:</b>							<b>\$208,372.50</b>

**Pricing Summary**

Period	Net Total
Year 1	\$ 127,000.00
Year 2	\$ 133,350.00
Year 3	\$ 140,017.50
Year 4	\$ 180,000.00
Year 5	\$ 189,000.00
Year 6	\$ 198,450.00
Year 7	\$ 208,372.50
<b>Total</b>	<b>\$ 1,176,190.00</b>

**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.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.
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-termining 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. 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.

7. The prepayment amount for years 1 and 2 of the order is \$260,350. Years 3 through 7 will be billed annually thereafter.

8. A credit for current term maintenance will be calculated using the daily rate of \$173.60 from date of delivery of the environment through the renewal date 4/26/2025, and will be applied to the invoice for Year 1 and Year 2. For example if delivery occurs on 1/2/2025 credit would be \$19,964.00 ( $\$173.60 \times 115$  days), but credit will decrease each day after 1/2/2025.

<b>Signatures</b>	
<b>Accela, Inc.</b>	<b>Customer</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



## SCHEDULE F: INFORMATION TECHNOLOGY SECURITY

### 1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

### 2. Data Location

1. Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2. The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

### 3. Data Encryption

1. The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

2. The Contractor shall encrypt all non-public County data at rest.

3. Encryption algorithms shall be AES-128 or better.

### 4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats. Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.