



Please complete the information highlighted in yellow below.

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

Accela CRM Order Schedule (OS) Confirmation

General Information

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

Customer Accounts Payable Information

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

AP Contact AP Address	
AP Contact Email	

Agreement Term

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

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

Exhibit C.2

Description of Services

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

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

Mobile and CRM

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

Exhibit C.3

Products & Pricing Conditions

Product Pricing

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

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

Acceptance & Authorization

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

Accela, Inc.	Customer:
By:	By:
Printed Name:	Printed Name:
Title:	Title
Date:	Date:

Accela, Inc.

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Exhibit C.4

Exhibit A Accela CRM Services Order Schedule Terms and Conditions

Terms and Conditions

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

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

1. DEFINITIONS

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

2. ACCELA SERVICES

2.1 Order Schedules

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

2.2 Accela Services

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

2.3 Analytics

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

2.4 Third-Party Products and Services

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

2.5 Third-Party Applications and Customer Content

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

2.6 Availability of Third Party Applications

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

2.7 Support

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

2.8 Limitations

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

2.9 Reserved

2.10 User Subscriptions

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

3. FEES AND PAYMENTS

3.1 Fees

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

4. PROPRIETARY RIGHTS

4.1 Accela Services

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

4.2 Customer Content

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

4.3 Restrictions

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

5. LIMITED WARRANTY AND DISCLAIMERS

5.1 General

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

5.2 Disclaimers

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Exhibit C.6

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

6. INDEMNIFICATION

6.1 Infringement

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

6.2 Exclusions

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

7. LIMITATION OF LIABILITY

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

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