

Accela, Inc.

FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT #4911

THIS FIRST AMENDMENT to that Software License Agreement #4911 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), and Accela, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2633 Camino Ramon, Suite 500, San Ramon, California 94583 (hereinafter referred to as "Accela");

RECITALS

WHEREAS, Accela has been engaged by Customer to provide software licensing and support Envision Connect for the Customer's Environmental Management Department pursuant to Software License Agreement #4911, dated October 20, 2020 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$48,694.89, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE 3, PAYMENT TERMS, subsection 3.1**, and adding **Amended Exhibit B, Amended Renewal Order Form**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of October 31, 2022 for one (1) additional year, amending **ARTICLE 9, TERM AND TERMINATION, subsection 9.1**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Customer's Contract Administrator, amending **ARTICLE 10, GENERAL PROVISIONS, subsection 10.6**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Customer and Accela mutually agree to amend the terms of the Agreement in this First Amendment to Software License Agreement #4911 on the following terms and conditions:

- I. **ARTICLE 3, PAYMENT TERMS, subsection 3.1**, of the Agreement is amended in its entirety to read as follows:

3. PAYMENT TERMS

3.1 Purchases Directly from Accela. For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until October 31, 2022, the billing rates shall be in accordance with Exhibit B, marked "Renewal Order Form," incorporated herein and made by reference a part hereof. For the

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4911 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ACCELA, INC. --

By: DocuSigned by:
Bobby Wilson
E24A89E4A1E434...
Robert Wilson
Chief Financial Officer

Dated: 9/21/2022

By: DocuSigned by:
Aaron Haggarty
A0439D928344DB...
Aaron Haggarty
Corporate Secretary

Dated: 9/21/2022

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 45 days .