



Accela, Inc.
Software License Agreement #4911

This Accela Software License Agreement (the "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 "Authorized User" means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a license to the Software and who is authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.
- 1.2 "Consulting Services" means packaged or time and materials consulting, review, training, or other services (but excluding Software and Support Services) delivered by Accela to Customer pursuant an Order, a current description of the currently available Consulting Services Policy is available at www.accela.com/terms.
- 1.3 "Customer Data" means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.
- 1.4 "Documentation" means the then-current technical and functional user documentation made generally available by Accela for Software.
- 1.5 "External Users" means third party users of the Software that access the public facing interfaces of the Software to submit queries and requests to facilitate communications between such third party and Customer.
- 1.6 "Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.7 "License Period" means the duration of Customer's authorized use of the Software as designated in the Order, unless terminated earlier as set forth in this Agreement.
- 1.8 "Order" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.9 "Software" means any software and Documentation that Accela uses or makes available as pursuant to an Order.
- 1.10 "Support Services" means those technical and help services provided by Accela in accordance with the Support Services Policy located at www.accela.com/terms.
- 1.11 "Support Period" means the period for which Customer has purchased Support Services, as set forth in the applicable Order Form.
- 1.12 "Third Party Software" means any software supplied to Accela by any party other than Accela included in the Software and may be available without charge for use, modification or distribution.

2. SOFTWARE LICENSE AND PROPRIETARY RIGHTS

- 2.1 License Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, Accela grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right, and license to use the Software for internal business purposes only during the License Term and for the quantity of units as designated in the Order Form, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Software 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.

2.2 Support Services. During the Support Period, Accela shall provide to Customer the Support Services specified in the Order and in accordance with Exhibit A, marked "Software Support Policy", incorporated herein and made by reference a part hereof, and shall make all commercially efforts to attain the service levels as specified in the applicable policies. 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.

2.3 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 shall be invoiced at actual cost, without markup, and shall comply with the Consulting Services Policy or as otherwise agreed in the applicable Order. If applicable, one (1) Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer will not permit others to; (i) use or access the Software and Documentation 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 or time share or otherwise make any portion of the Software available for access by third parties except as otherwise expressly provided herein; (iii) use the Software in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of 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 Software (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 Software; (vi) access, use, or provide access or use to the Software or Documentation for the purposes of competitive analysis, 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 Software to competitors of Accela; (viii) access or use components of the Software not licensed by Customer; (ix) use or allow the use of, the Software 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; (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 Software; or (xi) access or use the Software 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 Software could lead to personal injury or severe physical or property damage.

2.5 Ownership and Proprietary Rights. Accela retains all Intellectual Property Rights, including all rights, title and license to the Software, Support Services, and Consulting Services, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software, Support Services, and Consulting Services.

2.6 Customer's Responsibilities. Customer will solely be responsible for (i) minimum systems requirements as set forth in the Documentation, (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iv) the accuracy, quality, integrity, and legality of Customer Data and External Users use of the Software interface, and (v) use of the Software, Support and Maintenance, and Consulting Services only in accordance with the applicable Documentation, laws, and government regulations.

3. PAYMENT TERMS

3.1 Purchases Directly from Accela. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Renewal Order Form," incorporated herein and made by reference a part hereof. Customer will be invoiced for those amounts and at prices set forth in an Order (an "Invoice"). All invoices are due and payable net forty-five (45) 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. All 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. Where 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 one (1) party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (v) 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. WARRANTIES AND DISCLAIMERS.

5.1 Accela Software Warranty. Accela warrants that during the first ninety (90) days following the delivery of the Software, the Software shall materially perform in accordance with the applicable Documentation. Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela shall use commercially reasonable efforts to (a) repair the Software in question; (b) replace the Software in question with that of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Software license and refund the fees paid for such Software subject to Customer's ceasing all use of and, if requested by Accela, returning to Accela all copies of the Software. If Accela repairs or replaces the Software, the warranty shall continue to run from the original delivery date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 5.1 are Customer's sole remedies and Accela's sole liability under the limited warranty set forth in this Section 5. The foregoing does not apply and become null and void if Customer breaches any material provision of this Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Accela in writing.

5.2 Consulting Services. 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 shall 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.

5.3 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.

5.4 Cannabis-Related Activities. If Customer purchases any Software 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 Software 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 Software. 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.

6. **INDEMNIFICATION**. Accela shall 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 Software, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and shall 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 Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) 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 Accela Software and Services may be joined, Accela may seek to (a) modify the Accela Software and Services such that it shall be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the applicable Software and Services so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the License Term for the Software, and refund any pre-paid, unused fees. Accela shall have no liability under this Section 6 to the extent for any claims arising from (i) any combination of the Accela Software and Services with products, services, methods of a third party; (ii) a modification of the Accela Software and Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Accela Software and Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Accela Software and Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (v) Customer's breach of this Agreement. This section 6 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.

7. **LIMITATION OF LIABILITY** except as prohibited by law, any 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, exceed the total amount paid by customer hereunder in the twelve (12) month period immediately preceding the incident. Except as prohibited by law, any 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 software or 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.

8. THIRD PARTY SERVICES.

8.1. Third Party Services. Customer may choose to obtain a product or service from a third-party that is not directly provided by Accela as a component of the Software (“Third Party Services”) and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty, or obligation with respect to, any Third-Party Service or the performance of the Software (including Accela’s service level commitment) when the Software is used in combination with or integrated with Third-Party Services.

8.2. Embedded Third Party Software. Third Party Software may be embedded in the Accela proprietary Software that is branded as Accela and sublicensed directly to Customer under this Agreement. Other Third-Party Software is provided to Customer subject to Third Party Software license, which are available from Accela at Customer’s request. Customer will have no recourse against Accela with respect to the Third-Party Software unless Accela is the stated licensor and then only to the extent expressly provided for in this Agreement. Customer is solely responsible to do whatever is necessary or required by the Third-Party licensor for the licenses and related terms to take effect (e.g., onlineregistration).

9. TERM AND TERMINATION.

9.1. Agreement Term. This Agreement shall become effective upon final execution by both parties and shall cover the period of November 1, 2020 through October 31, 2022. The terms of this Agreement begins on the Effective Date and will remain in effect until all Licenses (and Maintenance and Support Terms, if applicable) expire at the end of the period or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the “Term”). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the “Term” hereunder.

9.2. Termination or Suspension for Cause. A party may terminate this Agreement 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. Should Customer terminate this Agreement for cause, Accela shall refund a pro-rata portion of unused, pre-paid fees.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) all rights granted to Customer under this Agreement shall terminate, (ii) Customer will immediately stop use of the Software and destroy all copies of the Software within Customer’s possession and control; and (iii) each receiving party will return or destroy, at the disclosing party’s option, the disclosing party’s Confidential Information in the receiving party’s possession or control.

9.4 Surviving Provisions. Sections 1 (Definitions), 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 5.3 (Disclaimers), 7 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions), and 10 (General Provisions) shall survive any termination or expiration of this Agreement.

10. GENERAL PROVISIONS

10.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) three (3) days after sending registered, return receipt requested, post or (iii) one (1) day after sending by commercial overnight carrier. Notices shall be sent to the address specified by the recipient in writing when entering into this Agreement.

10.2. Governing Law and Jurisdiction. This Agreement and any action related thereto shall 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 shall 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.

10.3. 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 connections with the services performed under this Agreement and Customer's use of the Software, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

10.4. 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, shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.5. 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.


10.6 Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Director, Environmental Management Department, or successor.

10.7 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 shall 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 shall remain in effect. Accela shall 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 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 shall 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.

10.8 Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Chair, Brian K. Veerkamp
Board of Supervisors
"County"

Dated: 10/20/2020

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/20/2020

--ACCELA, INC.--

By: 
Dennis Michalis
Chief Revenue Officer

Dated: 9/27/2020

By: 
Aaron Haggarty
Corporate Secretary

Dated: 9/27/2020

Exhibit A
SOFTWARE SUPPORT POLICY
(ON-PREMISE)

(1) **Legacy Releases:** Accela provides Support Services for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela shall provide Support Services for version 6.0 until January 1, 2018. Accela does not provide Support Services for any customized Software (or components thereof).

(2) **General Requirements and Hours of Operation**

- a. **Ticketing Support:** Accela shall provide access to a ticketing system, which shall 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, shall be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela shall make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(3) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change. Customer's Agency Contacts will be responsible for overseeing your Agency's support case activity, developing, and deploying troubleshooting processes within your Agency's organization.

Customer will ensure Agency Contacts:

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

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

(5) **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 shall be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(6) **Customer Obligations.** As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

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

(8) Product 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 is released it shall be made available for general availability for on-premise customers on the Accela FTP site.

(9) **Exclusions.** The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

- a. Services required due to misuse of the Accela-maintained Software;
- b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
- c. Services required by Customer to be performed by Accela outside of Accela’s usual working hours;
- d. Services required due to external factors including, but not necessarily limited to, Customer’s use of software or hardware not authorized by Accela;
- e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
- f. Services required to resolve or work-around conditions which cannot be reproduced in Accela’s support environment;
- g. Services which relate to tasks other than maintenance and support of Customer’s existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
- i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

(10) Error Classification

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

Severity	Definition
Critical Severity Issue (Priority 1)	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).
High Severity Issue (Priority 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).
Medium Severity Issue (Priority 3)	Support Product is non-functional however a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Supported Product works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

(11) Service Availability

Accela shall 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 one-half percent (99.5%) 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 shall 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 four (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 Internet backbone itself and the network by which Customer connects to the Internet backbone or 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 shall 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 shall 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 shall 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 shall 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 Monthly Service Fees Credited
>99.5%	0%
95.0% - <99.5%	5% (max of \$280)
90.0% - <95.0%	10% (max of \$560)
80.0% - <90.0%	20% (max of \$840)
70.0% - <80.0%	30% (max of \$1,120)
60.0% - <70.0%	40% (max of \$1,400)
<50%	50% (max of \$2,800)

Customer Account Login:

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

Exhibit B

Renewal Order Form

Address Information

Bill To:

El Dorado County
 2850 Fairlane Court Bldg. C
 Placerville, California 95667
 United States

Ship To:

El Dorado County
 2850 Fairlane Court Bldg. C
 Placerville, California 95667
 United States

Billing Contact: Tom Meyer
 Billing Phone: (530) 621-6664
 Billing Email: thomas.meyer@edcgov.us

Services

Services	Start Date	End Date	Term (Months)	Unit Price	Quantity	Total Price
Envision Connect Monthly License and Support Fee	11/01/2020	10/31/2021	12	\$2,106.89	10.00	\$21,068.94
EnvisionConnect Remote Monthly License and Support Fee	11/01/2020	10/31/2021	12	\$875.16	10.00	\$8,751.65
EnvisionConnect Press Agent Monthly License and Support Fee	11/01/2020	10/31/2021	12	\$6,891.84	1.00	\$6,891.84
CERS EDT License, Maintenance and Support Fee	11/01/2020	10/31/2021	12	\$5,834.43	1.00	\$5,834.43
Total						\$42,546.86

Services Year 2	Start Date	End Date	Term (Months)	Unit Price	Quantity	Total Price
Envision Connect Monthly License and Support Fee	11/01/2021	10/31/2022	12	\$2,212.24	10.00	\$22,122.39
EnvisionConnect Remote Monthly License and Support Fee	11/01/2021	10/31/2022	12	\$918.92	10.00	\$9,189.23
EnvisionConnect Press Agent Monthly License and Support Fee	11/01/2021	10/31/2022	12	\$7,236.44	1.00	\$7,236.44
CERS EDT License, Maintenance and Support Fee	11/01/2021	10/31/2022	12	\$6,126.15	1.00	\$6,126.15
Total						\$44,674.21

Renewal Terms / Information

General Information	
Governing Agreement(s)	This Order Form shall 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 shall govern as applicable, based on the Customer's purchase: www.accela.com/terms .

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). • 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 shall govern the Software, Maintenance, and/or Services items listed on Page 2 of 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 shall 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 shall 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 .
Special Payment Terms	None unless otherwise specified in this section.
Purchase Order	If Customer requires PO number on invoices, it must be provided to the right and Customer must provide copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#