

Accela, Inc.

SOFTWARE LICENSE AGREEMENT #8110

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 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 in any form 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 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.

1.7 "**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 licensed 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 respective Software Support Services Policy (On-Prem) 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 Period and for the quantity of units as designated in the Order 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 “On-Premise Support Policy,” incorporated herein and made by reference a part hereof, and shall make all commercially reasonable efforts to attain the service levels as specified in the Support Services. 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 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 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. Except as otherwise expressly provided in this Agreement, Customer shall not and shall not permit others to: (i) use or access the Software 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 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 (as defined in Section 10.3, 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 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 or Consulting Services.

2.6 Customer's Responsibilities. Customer will be solely 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 Services 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) days 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 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 will limit access to Confidential Information to those of its employees, contractors and agents who needs

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 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 will 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 will 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 becomes 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 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.

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 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 Software, 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 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 will 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 Support 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 Period for the Software, and refund any pre-paid, unused fees. Accela will 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; or (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, SHALL 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 a Third Party Software license, which is 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. online registration).

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, 2023 through October 31, 2024. The term of this Agreement begins on the Effective Date and will remain in effect until all License Periods expire 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 will 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 (Disclaimer), 7 (Limitation of Liability), 9.3 (Effect of Termination), 9.4(Surviving Provisions), and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. GENERAL.

10.1 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 (3) 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.

10.2 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 United States District Court in and for the Northern District of California or the El Dorado County Court, depending on the jurisdiction of the issue in dispute, 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 connection 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, 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.

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 Jeffrey Warren, Director, Environmental Management Department, or successor.

10.7 Levine Act. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

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

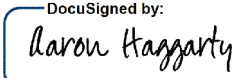
-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- ACCELA, INC. --

By:  _____

Dated: 11/8/2023 _____

DocuSigned by:
A04499D928344D8...
Aaron Haggarty
Corporate Secretary
"Consultant"

Accela, Inc.

Exhibit A On-Premise Support Policy

Legacy Releases

Accela will provide maintenance support for the current release of each of its maintained Software and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases." Accela will respond to maintenance requests concerning Legacy Releases only using currently available information. Service requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this On-Premise Support Policy ("Policy"), but may be separately available at rates and on terms which may vary from those described herein.

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 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 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 will make available to Customer certain archived Software updates and other technical information 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:

Customer 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 sole 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 will be made available for general availability for on-premise customers on the Accela FTP site. 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 Policy, and all such terms or conditions shall be null and void.
- (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, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.
- (5) **Customer Cooperation:** As required, Customer shall 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 Service 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. 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 Customer Contacts account and/or an admin account and/or Customer 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 the Agreement.
- (7) **Exclusions:** The following Support Exclusions are not covered by this Policy; however, they may be separately available at rates and on terms which may vary from those described herein:
- a. Support or Services required due to Customer's or any End User's or third party's misuse of the Accela maintained Software;
 - b. Support or Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized in writing by Accela;
 - c. Support or Services during times outside of Accela's regular business hours stated above;
 - d. Support or Services necessitated by external factors outside of Accela's reasonable control, including, without limitation, any force majeure event;
 - e. Support of or caused by customizations, configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
 - f. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology;
 - g. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
 - h. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained Software including, without limitation, enhancing or adapting such products for specific operating environments;
 - i. Services requested by Customer to implement Software updates provided by Accela pursuant to the Agreement; and
 - j. New or additional applications, modules, or functionality released by Accela during the term of the Agreement.

Any support services falling within these Support Exclusions may be provided by Accela at its sole discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(8) 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 Accela product.

Severity	Definition
Level 1	Software is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Software is affected and there is no workaround available or the workaround is impractical (e.g. Software response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Software is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Software works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(9) 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 ^a
2	3 days ^a
3	5 days ^a
4	7 days ^a

^a Initial response times are including 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.

Accela, Inc.

Exhibit B Renewal Order Form

Address Information

Bill To:

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

Ship To:

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

Billing Name: Jeffrey Warren

Billing Phone:

Billing Email: jeffrey.warren@edcgov.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Decade EnvisionConnect License and Support	Year1	11/1/2023	10/31/2024	12	\$2,628.361	10	\$26,283.61
Accela Decade EnvisionConnect Remote License & Support	Year 1	11/1/2023	10/31/2024	12	\$1,091.772	10	\$10,917.72
Accela Decade EnvisionConnect Press Agent License & Support	Year1	11/1/2023	10/31/2024	12	\$8,597.61	1	\$8,597.61
Accela Decade EnvisionConnect CERS EDT (CIW) License & Support	Year1	11/1/2023	10/31/2024	12	\$7,278.48	1	\$7,278.48
TOTAL:							\$53,077.42

Pricing Summary

Period	Net Total
Year1	\$53,077.42
Total	\$53,077.42

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription 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.

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 .
Service Charge	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.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a 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.
I PO#	

Accela, Inc.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is Accela, Inc.'s responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/8/2023

Date

Accela, Inc.

Type or write name of company

DocuSigned by:

Aaron Haggarty

A04499D928344D8...

Signature of authorized individual

Aaron Haggarty

Type or write name of authorized individual