



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Arielle Mallen  
Contact Phone: +1 7326006638  
Contact Email: amallen@accela.com  
Quote ID: Q-28587  
Valid Through: 12/15/2022  
Currency: USD

## Order Form

### Address Information

#### Bill To:

County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Santa Barbara, California 93101  
United States

#### Ship To:

County of Santa Barbara  
105 East Anapamu Street  
Suite 407  
Santa Barbara, California 93101  
United States

Billing Name: Larry Lowman  
Billing Phone: 8055683000  
Billing Email: llowman@countyofsb.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	12/15/2022	6/30/2023	6	\$2,734.70	17	\$25,282.86
> Accela Building - SaaS	Year 1	12/15/2022	6/30/2023	6	\$0.00	17	\$0.00
> Accela Planning - SaaS	Year 1	12/15/2022	6/30/2023	6	\$0.00	17	\$0.00
Additional Environment Azure Environment	Year 1	12/15/2022	6/30/2023	6	\$15,000.00	1	\$8,157.53
Enhanced Reporting Database (ERD)	Year 1	12/15/2022	6/30/2023	6	\$7,993.69	1	\$4,347.25
Training Unit - Training		12/15/2022		43	\$400.00	25	\$10,000.00
<b>TOTAL:</b>							<b>\$47,787.64</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	7/1/2023	6/30/2024	12	\$2,803.07	31	\$86,895.09
> Accela Building - SaaS	Year 2	7/1/2023	6/30/2024	12	\$0.00	31	\$0.00
> Accela Planning - SaaS	Year 2	7/1/2023	6/30/2024	12	\$0.00	31	\$0.00
Additional Environment Azure Environment	Year 2	7/1/2023	6/30/2024	12	\$15,375.00	1	\$15,375.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 2	7/1/2023	6/30/2024	12	\$13,295.11	1	\$13,295.11
<b>TOTAL:</b>							<b>\$115,565.20</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	7/1/2024	6/30/2025	12	\$2,873.14	31	\$89,067.47
> Accela Building - SaaS	Year 3	7/1/2024	6/30/2025	12	\$0.00	31	\$0.00
> Accela Planning - SaaS	Year 3	7/1/2024	6/30/2025	12	\$0.00	31	\$0.00
Additional Environment Azure Environment	Year 3	7/1/2024	6/30/2025	12	\$15,759.38	1	\$15,759.38
Enhanced Reporting Database (ERD)	Year 3	7/1/2024	6/30/2025	12	\$13,627.49	1	\$13,627.49
<b>TOTAL:</b>							<b>\$118,454.34</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	7/1/2025	6/30/2026	12	\$2,944.97	31	\$91,294.16
> Accela Building - SaaS	Year 4	7/1/2025	6/30/2026	12	\$0.00	31	\$0.00
> Accela Planning - SaaS	Year 4	7/1/2025	6/30/2026	12	\$0.00	31	\$0.00
Additional Environment Azure Environment	Year 4	7/1/2025	6/30/2026	12	\$16,153.36	1	\$16,153.36
Enhanced Reporting Database (ERD)	Year 4	7/1/2025	6/30/2026	12	\$13,968.18	1	\$13,968.18
<b>TOTAL:</b>							<b>\$121,415.70</b>

\*31 licenses for Public Works: 17 Transportation Division / 14 Water Resources Division

#### Pricing Summary

Period	Net Total
Year 1	\$ 47,787.64
Year 2	\$ 115,565.20
Year 3	\$ 118,454.34
Year 4	\$ 121,415.70
<b>Total</b>	<b>\$ 403,222.88</b>

#### Additional Terms:

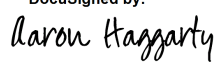

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form 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.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Accela will provide training to County of Santa Barbara employees at a mutually agreed upon facility and date, and Customer shall pay USD\$10,000.00 for such training ("Training"). Customer shall be responsible for all other costs and expenses incurred in connection with the Training including, but not limited to, travel, meals, incidentals, and lodging on behalf of its personnel. All Training shall be conducted in English and, to the extent Customer's personnel do have adequate English language reading and comprehension skills, Customer shall be responsible for providing appropriate interpretation and translation services necessary to ensure its personnel can participate in a meaningful and effective way in the Training provided by Accela. Customer employees may be required to take a test(s) and document their attendance during the Training. If a test(s) is given, a certificate of completion will be awarded to those individuals that complete and pass the required test(s). Ownership of any and all Training materials, including, but not limited to, all copies and derivative works, shall remain with Accela.
7. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

### **Enhanced Reporting Database Policy**

This Accela Enhanced Reporting Database policy is an agreement between you ("You" or "Your") and Accela, Inc. ("Accela"). The Accela Enhanced Reporting Database ("Reporting Database") license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on your allow list. If You attempt to Access the Reporting Database from an IP addresses not on your allow list, your access will be denied. IP addresses can be added to or removed from your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela's SaaS solution hosted in Accela's Azure environment.
6. Reporting database will be supported per Accela's standard SaaS Service Level Agreement ("SLA"). Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's SaaS environment even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.

Signatures	
Accela, Inc.	Customer
Signature: <div style="border: 1px solid #ccc; border-radius: 10px; padding: 5px; margin-top: 10px;">                         DocuSigned by:                            A04499D928344D8...                     </div>	Signature: <div style="border: 1px solid #ccc; border-radius: 10px; padding: 5px; margin-top: 10px;">                         DocuSigned by:                            09FE474324D34BB...                     </div>
Print Name:  Aaron Haggarty	Print Name:  Larry Lowman
Title:  Chief Legal Officer	Title:  IT Manager
Date:  11/16/2022	Date:  11/15/2022