

Attachment A

Accela Agreement

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of July 1, 2026 that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. ("Accela" or "CONTRACTOR") and the County of Santa Barbara, a political subdivision of the State of California with an address of 105 E. Anapamu Street, Santa Barbara, CA 93015 ("**Customer**" or "COUNTY") and together with Accela, collectively, the "Parties" and each a "Party".

1. DEFINITIONS.

1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is attached hereto as Exhibit D.

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**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.

1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "**Service Availability Policy**" means the Service Availability and Security Policy is attached hereto as Exhibit E.

1.11 "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "**Software**" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "**Support Services**" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS), which is attached hereto as Exhibit F.

1.14 "**Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services 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. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. 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 relating to the operation or features of the Subscription Services.

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 which is attached hereto as Exhibit D. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services 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, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits 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 Subscription Services (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 Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or 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 Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services 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 12.3, 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 Subscription Services; or (xi) access or use the Subscription Services 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 Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in

accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices shall be due and payable net thirty (30) 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. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services 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. In the event that 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 a 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 without the use of the disclosing Party's Confidential Information. 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 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. CUSTOMER DATA.

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other

business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS.

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. 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) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 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.

6.3. 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.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services 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 Subscription Services 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 Subscription Services. 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.

7. 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 Subscription Services, as furnished by Accela hereunder, infringe or misappropriate 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 Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela 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 Subscription Services may be joined, Accela may seek to: (a) modify the Subscription 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 Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription 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 7 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.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR 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 FOR 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 SUBSCRIPTION 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.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("**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 Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 **Agreement Term.** This Agreement shall become effective on July 1, 2026, and shall continue in full force and effect until the expiration of the Subscription Periods no later than June 30, 2030.

11.2 **Subscription Periods & Renewals.** Subscription Periods begin as specified in Section 11.1 and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either Party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section

11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.4 **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, upon at least thirty (30) days' prior written notice. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term; provided, however, that Accela shall be paid all fees due up to the date of termination and prepaid fees are not subject to refund.

11.5 Termination or Suspension for Cause. A Party may terminate this Agreement and Subscription Services license granted hereunder 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. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and is reasonably likely to expose Accela or any other entity to harm or legal liability; (iii) is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.6 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.6 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

11.7 ORDER OF PRECEDENCE. In the event of conflict between Exhibits and any of the other provisions of this Agreement, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits.

11.8 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. No terms, conditions, or provisions shall be incorporated into this Agreement by reference via hyperlink or URL. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12. GENERAL.

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and addressed to the receiving Party as its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section) and will be deemed to have been given upon: (i) personal delivery; (ii) three 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 or establishing Customer's account for the Subscription Services.

To COUNTY: County of Santa Barbara
Information Technology Department, ITD Finance
105 E. Anapamu Street, Room 304
Santa Barbara, CA 930101

To CONTRACTOR: Accela, Inc.

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA 94583
notices@accela.com

12.2 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 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.

12.3 Compliance with Laws. Each Party will, at its sole cost and expense, comply with all applicable County, State, and Federal 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 Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Accela acknowledges Customer's obligations with respect to web content under Title II of the Americans with Disabilities Act ("ADA") and implementing regulations (collectively, "ADA Requirements") and will use commercially reasonable efforts to ensure the Subscription Services conform to WCAG 2.1 Level AA requirements. Accela will maintain documentation demonstrating such compliance with WCAG 2.1 Level AA requirements at all times during the term of this Agreement, and will provide such compliance documentation to Customer upon request. Customer may terminate this Agreement upon written notice to Accela for Accela's noncompliance with WCAG 2.1 Level AA requirements if Accela fails to cure any noncompliance with the foregoing within thirty (30) days of written notice describing such noncompliance in reasonable detail. In the event of such termination, Accela will refund Customer amounts prepaid by Customer in proportion to the amount of the prepaid period after the date of such termination.

12.5 Assignment. The Parties may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of either Party, 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.

12.6 Publicity. Accela shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Accela shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing Accela. Accela shall not in any way contract on behalf of or in the name of COUNTY. Accela shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

Notwithstanding anything to the contrary, each Party will have the right to publicly announce the existence of the business relationship between the Parties without disclosing the specific terms of the Agreement.

12.7 RECORDS, AUDIT, AND REVIEW. Accela shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Accela's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during Accela's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Accela shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Accela shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, Accela shall reimburse the amount of the audit exceptions confirmed as actual overpayments to Accela, subject to the limitation of liability in Section 8.

12.8 INDEMNIFICATION AND INSURANCE. The indemnification obligations and insurance requirements applicable to Accela are as set forth in EXHIBIT C, attached hereto and incorporated herein by reference. Notwithstanding the foregoing, Accela's obligations under Exhibit C are subject to the limitation of liability set forth in Section 8.

12.9 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.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

ATTEST:

**Mona Miyasato
County Executive Officer
Clerk of the Board**

County of Santa Barbara:

By: _____
Deputy Clerk

By: _____
**Bob Nelson, Chair
Board of Supervisors**

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Chirgwin

CONTRACTOR:

Accela, Inc.

By: DocuSigned by:
Chris Chirgwin

D97209A7A68A4A0...
Department Head

By: Signed by:
Michael E Gigliello

73668EE6EB274C8...
Authorized Representative

Name: Michael E Gigliello

Title: Controller Jun-23-2026

APPROVED AS TO FORM:

**Rachel Van Mullem
County Counsel**

APPROVED AS TO ACCOUNTING FORM:

**Betsy M. Schaffer, CPA
Auditor-Controller**

By: Signed by:
Lauren Wideman

8F404D822C84458...
Deputy County Counsel

By: Signed by:
James Munro

02BA147EF0A64DE...
Deputy

APPROVED AS TO FORM:

Risk Management

By: Signed by:
Marisa Kahn

DF54F5C66F0C41A...
Risk Management

EXHIBIT A

STATEMENT OF WORK

Accela Inc. shall be responsible for providing all services hereunder. Accela may not substitute other persons without prior written approval County's designated representative.

- Multi Solution Users (SBCO & SBCOEH)
 - Accela Building—SaaS
 - Accela Planning—SaaS
 - Accela Environmental Health Saas
 - Accela Cannabis Licensing—SaaS
- Multi Solution Users (SBCO Public Health)
 - Accela Building—SaaS
 - Accela Planning—SaaS
 - Accela Environmental Health Saas
 - Accela Cannabis Licensing—SaaS
- Enhanced Reporting Database (SBCO)
- ePermitHub Digital Plan Room
- Multi Solutions Users (SBCOEH)
- Enhanced Reporting Database (SBCOEH)
 - Accela Building—SaaS
 - Accela Planning—SaaS
 - Accela Environmental Health Saas
 - Accela Cannabis Licensing—SaaS
- OpenCounter Package



Proposed by: Caitlin Carter
 Contact Phone: (925) 359 - 3411
 Contact Email: ccarter@accela.com
 Quote ID: Q-40255
 Valid Through: 7/14/2026
 Currency: USD

9110 Alcosta Blvd, Suite H #3030
 San Ramon, CA, 94583

Renewal Order Form

Address Information

Bill To:

County of Santa Barbara
 Information Technology Dept
 105 East Anapamu Street
 Santa Barbara, California, 93101
 United States

Ship To:

County of Santa Barbara
 Planning & Development Department
 123 East Anapamu Street
 Santa Barbara, California, 93101
 United States

Billing Name: Aimee Miller
 Billing Phone: (805) 568-2706
 Billing Email: amiller@countyofsb.org

Ship To Name: Linda Liu
 Ship To Phone: (805) 568-2035
 Ship To Email: llui@countyofsb.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution Users - SBCO	Year 1	07/01/2026	06/30/2027	12	\$3,098.54281	226	\$700,270.68
> Accela Building - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	226	\$0.00
> Accela Planning - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	226	\$0.00
> Accela Environmental Health - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	226	\$0.00
> Accela Cannabis Licensing - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	226	\$0.00
Multi Solution Users - SBCO Public Health	Year 1	07/01/2026	06/30/2027	12	\$0.00	8	\$0.00
> Accela Building - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	8	\$0.00
> Accela Planning - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	8	\$0.00
> Accela Environmental Health - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	8	\$0.00
> Accela Cannabis Licensing - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	8	\$0.00
Enhanced Reporting Database - SBCO	Year 1	07/01/2026	06/30/2027	12	\$98,037.89	1	\$98,037.89
ePermitHub Digital Plan Room - SBCO	Year 1	07/01/2026	06/30/2027	12	\$58,250.00	1	\$58,250.00
Multi Solution Users - SBCOEH	Year 1	07/01/2026	06/30/2027	12	\$3,098.54281	48	\$148,730.05
> Accela Building - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	48	\$0.00
> Accela Planning - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	48	\$0.00
> Accela Environmental Health - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	48	\$0.00

> Accela Cannabis Licensing - SaaS	Year 1	07/01/2026	06/30/2027	12	\$0.00	48	\$0.00
Enhanced Reporting Database - SBCOEH	Year 1	07/01/2026	06/30/2027	12	\$20,822.21	1	\$20,822.21
TOTAL:							\$1,026,110.83

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution Users - SBCO	Year 2	07/01/2027	06/30/2028	12	\$3,222.48452	226	\$728,281.50
> Accela Building - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	226	\$0.00
> Accela Planning - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	226	\$0.00
> Accela Environmental Health - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	226	\$0.00
> Accela Cannabis Licensing - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	226	\$0.00
Multi Solution Users - SBCO Public Health	Year 2	07/01/2027	06/30/2028	12	\$0.00	8	\$0.00
> Accela Building - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	8	\$0.00
> Accela Planning - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	8	\$0.00
> Accela Environmental Health - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	8	\$0.00
> Accela Cannabis Licensing - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	8	\$0.00
Enhanced Reporting Database - SBCO	Year 2	07/01/2027	06/30/2028	12	\$101,959.41	1	\$101,959.41
ePermitHub Digital Plan Room - SBCO	Year 2	07/01/2027	06/30/2028	12	\$60,580.00	1	\$60,580.00
Multi Solution Users - SBCOEH	Year 2	07/01/2027	06/30/2028	12	\$3,222.48452	48	\$154,679.26
> Accela Building - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	48	\$0.00
> Accela Planning - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	48	\$0.00
> Accela Environmental Health - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	48	\$0.00
> Accela Cannabis Licensing - SaaS	Year 2	07/01/2027	06/30/2028	12	\$0.00	48	\$0.00
Enhanced Reporting Database - SBCOEH	Year 2	07/01/2027	06/30/2028	12	\$21,655.10	1	\$21,655.10
TOTAL:							\$1,067,155.27

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution Users - SBCO	Year 3	07/01/2028	06/30/2029	12	\$3,351.3839	226	\$757,412.76
> Accela Building - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	226	\$0.00
> Accela Planning - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	226	\$0.00
> Accela Environmental Health - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	226	\$0.00
> Accela Cannabis Licensing - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	226	\$0.00
Multi Solution Users - SBCO Public Health	Year 3	07/01/2028	06/30/2029	12	\$0.00	8	\$0.00

> Accela Building - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	8	\$0.00	
> Accela Planning - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	8	\$0.00	
> Accela Environmental Health - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	8	\$0.00	
> Accela Cannabis Licensing - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	8	\$0.00	
Enhanced Reporting Database - SBCO	Year 3	07/01/2028	06/30/2029	12	\$106,037.78	1	\$106,037.78	
ePermitHub Digital Plan Room - SBCO	Year 3	07/01/2028	06/30/2029	12	\$63,003.20	1	\$63,003.20	
Multi Solution Users - SBCOEH	Year 3	07/01/2028	06/30/2029	12	\$3,351.3839	48	\$160,866.43	
> Accela Building - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	48	\$0.00	
> Accela Planning - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	48	\$0.00	
> Accela Environmental Health - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	48	\$0.00	
> Accela Cannabis Licensing - SaaS	Year 3	07/01/2028	06/30/2029	12	\$0.00	48	\$0.00	
Enhanced Reporting Database - SBCOEH	Year 3	07/01/2028	06/30/2029	12	\$22,521.30	1	\$22,521.30	
TOTAL:								\$1,109,841.47

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution Users - SBCO	Year 4	07/01/2029	06/30/2030	12	\$3,485.43926	226	\$787,709.27
> Accela Building - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	226	\$0.00
> Accela Planning - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	226	\$0.00
> Accela Environmental Health - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	226	\$0.00
> Accela Cannabis Licensing - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	226	\$0.00
Multi Solution Users - SBCO Public Health	Year 4	07/01/2029	06/30/2030	12	\$0.00	8	\$0.00
> Accela Building - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	8	\$0.00
> Accela Planning - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	8	\$0.00
> Accela Environmental Health - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	8	\$0.00
> Accela Cannabis Licensing - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	8	\$0.00
Enhanced Reporting Database - SBCO	Year 4	07/01/2029	06/30/2030	12	\$110,279.29	1	\$110,279.29
ePermitHub Digital Plan Room - SBCO	Year 4	07/01/2029	06/30/2030	12	\$65,523.33	1	\$65,523.33
Multi Solution Users - SBCOEH	Year 4	07/01/2029	06/30/2030	12	\$3,485.43926	48	\$167,301.08
> Accela Building - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	48	\$0.00
> Accela Planning - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	48	\$0.00
> Accela Environmental Health - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	48	\$0.00
> Accela Cannabis Licensing - SaaS	Year 4	07/01/2029	06/30/2030	12	\$0.00	48	\$0.00

Enhanced Reporting Database - SBCOEH	Year 4	07/01/2029	06/30/2030	12	\$23,422.15	1	\$23,422.15
TOTAL:							\$1,154,235.12

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution Users - SBCO	Year 5	07/01/2030	06/30/2031	12	\$3,624.85683	226	\$819,217.64
> Accela Building - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	226	\$0.00
> Accela Planning - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	226	\$0.00
> Accela Environmental Health - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	226	\$0.00
> Accela Cannabis Licensing - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	226	\$0.00
Multi Solution Users - SBCO Public Health	Year 5	07/01/2030	06/30/2031	12	\$0.00	8	\$0.00
> Accela Building - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	8	\$0.00
> Accela Planning - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	8	\$0.00
> Accela Environmental Health - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	8	\$0.00
> Accela Cannabis Licensing - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	8	\$0.00
Enhanced Reporting Database - SBCO	Year 5	07/01/2030	06/30/2031	12	\$114,690.46	1	\$114,690.46
ePermitHub Digital Plan Room - SBCO	Year 5	07/01/2030	06/30/2031	12	\$68,144.26	1	\$68,144.26
Multi Solution Users - SBCOEH	Year 5	07/01/2030	06/30/2031	12	\$3,624.85683	48	\$173,993.13
> Accela Building - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	48	\$0.00
> Accela Planning - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	48	\$0.00
> Accela Environmental Health - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	48	\$0.00
> Accela Cannabis Licensing - SaaS	Year 5	07/01/2030	06/30/2031	12	\$0.00	48	\$0.00
Enhanced Reporting Database - SBCOEH	Year 5	07/01/2030	06/30/2031	12	\$24,359.04	1	\$24,359.04
TOTAL:							\$1,200,404.53

Pricing Summary

Period	Net Total
Year 1	\$1,026,110.83
Year 2	\$1,067,155.27
Year 3	\$1,109,841.47
Year 4	\$1,154,235.12
Year 5	\$1,200,404.53
Total	\$5,557,747.22

Current License County by Department effective 7/1/2026 (SBCO)	
Planning and Development	145
Public Works	53
County Fire	15
CEO-Cannabis	9
ITD	4
Public Health – EHS	8
Total	234

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, as thereafter amended (where applicable) for Subscription Services, and (2) Enhanced Reporting Database (ERD) Policy for ERD (collectively, the “Agreement”), each attached hereto.
2. No additional or conflicting terms or conditions stated in Customer’s order documentation, including, without limitation, 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 and void.
3. 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.
4. 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.
5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
6. Pricing is based upon payment by ACH and 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.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer’s existing licenses.
8. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value, currently 14%. This does not include 3rd Party or ePermitHub products. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.
9. PermitRocket Software LLC - dba, ePermitHub (“ePermitHub”) is a recent acquisition by Accela, Inc. and, as such, the ePermitHub products listed in this Order Form (“ePH Products”) are not currently covered by Accela’s SOCII or other security certifications provided herein. Nevertheless, the ePH Products are covered by commercially reasonable security processes and controls intended to safeguard the solution. With the above exceptions, ePH Products are subject to all other terms and conditions in this Order Form.
10. Effective 7/1/2026, this Order Form reflects a reduction of Multi Solution Users from 244 to 234 and removal of 1 Velosimo BlueBeam Adapter for SBCO, and a reduction of Mutli Solution Users from 50 to 48 and removal of 1 Additional Environment for SBCOEH.

11. The 8 Multi Solution Users under SBCO Public Health are priced at \$0.00/user for the duration of this Order Form through 6/30/2031. Upon renewal, these users will be subject to Accela's then-current per-user pricing.



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Andrew Chiang
Contact Phone:
Contact Email: achiang@accela.com
Quote ID: Q-38676
Valid Through: 7/14/2026
Currency: USD

Order Form

Address Information

Bill To:

County of Santa Barbara
Information Technology Department
105 East Anapamu Street
Santa Barbara, California, 93101
United States

Ship To:

County of Santa Barbara
Planning & Development Department
123 East Anapamu Street
Santa Barbara, California, 93101 United
States

Billing Name: Aimee Miller
Billing Phone: (805) 568-2706
Billing Email: amiller@countyofsb.org

Ship To Name: Linda Liu
Ship To Phone: (805) 586-2035
Ship To Email: lliu@countyofsb.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCounter Package	Year 1	07/01/2026	06/30/2027	12	\$0.00	1	\$0.00
TOTAL:							\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCounter Package	Year 2	07/01/2027	06/30/2028	12	\$36,662.03	1	\$36,662.03
TOTAL:							\$36,662.03

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCounter Package	Year 3	07/01/2028	06/30/2029	12	\$37,578.58	1	\$37,578.58
TOTAL:							\$37,578.58

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCounter Package	Year 4	07/01/2029	06/30/2030	12	\$38,518.04	1	\$38,518.04
TOTAL:							\$38,518.04

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCounter Package	Year 5	07/01/2030	06/30/2031	12	\$39,480.99	1	\$39,480.99
TOTAL:							\$39,480.99

Pricing Summary

Period	Net Total
Year 1	\$0.00
Year 2	\$36,662.03
Year 3	\$37,578.58
Year 4	\$38,518.04
Year 5	\$39,480.99
Total	\$152,239.64

Additional Terms:

- Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, as thereafter amended (where applicable) for Subscription Services, and (2) Enhanced Reporting Database (ERD) Policy for ERD (collectively, the "Agreement"), each attached hereto.
- No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, 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 and void.
- All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- 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.
- If this Order Form is executed or returned to Accela by Customer after the Order State 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.
- Pricing is based upon payment by ACH and 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.
- Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
- Notwithstanding anything to the contrary, the OpenCounter product license is priced based on the Agency's citizen population being served and any renewals of such product shall be based on the then current citizen population at such time; as a recent acquisition, OpenCounter has not been included in Accela's SOCII current audit reports, however Accela has implemented substantially similar controls governing such product.

Accela Building



Accela Civic Application for Building streamlines and modernizes the construction and permitting, trade licensing, and code enforcement processes online and in the back-office. The solution improves internal efficiencies, enhances service delivery, and increases the quality of development projects throughout the community.

The Civic Application includes industry standard configurable fields, document types, checklists, inspection types and workflows. These automated workflows reduce the time it takes to process permits by assigning appropriate workloads to specified staff members. In addition, the solution allows for parallel reviews of plans, enables inspections through a mobile application, and offers the online collection and payment of fees to ease the burden of agency staff. Now you can gain transparency for applications from submission to certificate of occupancy.

Why Invest in Civic Applications?

- **Reduced time and cost to deliver** – Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- **Minimal maintenance** – Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements, and updates.
- **Increased security** – Stay up to date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- **Decreased overall costs** – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- **Fully supported solutions** – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.



*The listed permit types, automation, and reports and notifications below are included in the Accela Civic Application for Building out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

Permit Types

The table below represents a list of permit types included in the Accela Building Civic Application.

Commercial Construction	Residential Construction	Miscellaneous Permits
Commercial New Construction	Residential New Construction	Communication Facility
Commercial Addition	Residential Addition	Damage Assessment
Commercial Alteration	Residential Alteration	Elevator Permit
Commercial Demolition	Residential Demolition	Grading Permit
Commercial Foundation	Residential Foundation	Parking Lot Permit
Commercial Electrical	Residential Electrical	Sign Permit
Commercial Mechanical	Residential Mechanical	Temporary Structure
Commercial Plumbing	Residential Plumbing	Tiny House Permit
Commercial Roofing	Residential Roofing	Small Cell Permit
Commercial Pool/Spa	Residential Pool/Spa	
Commercial Accessory Structure	Residential Accessory Structure	Amendments
Commercial Solar/PV Permit	Residential Solar/PV Permit	Add/Change Licensed Professional
		Change of Contact Information – Permit
		Permit Extension
		Change of Scope

System Functionality

The table below represents the Accela Civic Application for Building system functionality with its associated capabilities.

System Functionality	Capability
Automated Workflow & Task Management	Agency staff manages the permitting lifecycle from application submission to inspections, to certificate of occupancy through automated work tasks and assignments
Documentation Requirements	Agencies can require documents conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to a permit application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions, and submit plan approvals online
Fee Payment Processing	Agencies can apply fees on permit applications upfront or during the permitting process. Out-of-the-box fee formulas can be easily implemented to ease the burden of complex fee calculations
GIS Map Integration	Empowers agency staff to plan activities such as inspections and construction
Mobile Inspections	Based on agency specified processes, inspectors can perform inspections throughout the permit lifecycle through an intuitive mobile application
Online Permit Amendment	Applicants may request and track permit extensions, the addition or removal of licensed professionals, and or change contact information on a permit application
Online Permit Application	Trade contractors or homeowners may apply for permits online, submit required documents, pay fees, schedule inspections and track their progress online

System Functionality

Capability

Application Flagging	Agencies are empowered to flag a permit application, address, land parcel, or licensed professional based on a configurable field criteria and/or GIS data element
Application Payments	Accela payment technology Integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates

Automation

The table below represents configurable automation established within the Accela Civic Application for Building. This automation supports the processing of a permit or application and is triggered based on user events.

Automation

Description

Application Notification Emails	Inform users of application status, inspection updates and outcomes, and request information through automated email notifications
Conditional Field Updates	An agency may update custom fields upon events such as a workflow status change
Condition Management	Adds or removes conditions or conditions of approval based on final project terms and record statuses
Inspection Actions	Once an inspection is processed and completed, an agency may trigger additional actions. These actions may include adding fees, adding or removing conditions, or updating workflows
Permit Issuance	Update information on a permit application upon permit issuance, including expiration information, record status, etc.
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Required Contact Filed Settings	Set required fields for contact information within the Building module
Staff Notification Emails	Informs internal staff of application/task assignment through automated email notifications
Workflow Regulation	Prevent user workflow advancement through the permitting process when conditional requirements exist, such as inspections needed prior to completion

Reports and Notifications

The table below provides a list of reports and notifications included in the Accela Civic Application for Building.

Report Name

Description

Active Construction Permits	Lists all issued permits that are currently active
Address Activity	Lists records and inspections associated with an address or parcel number
Building Permit	Permit showing details including job address, work description, parcel number, etc
Certificate of Occupancy	Certificate of occupancy showing permit number, owner name and address, and property address

Report Name	Description
Completed Inspection	Count of inspections completed during a specified date range by inspector and inspection type
Daily Inspection Workload	Count of inspections for inspectors, including scheduled, cancelled and completed daily inspections
Expired Permits	Lists all expired permits with contact information
Inspection Result List	List of resulted inspections, including details
Inspection Result Ticket	Inspection results an inspector provides to owner/contractor
Inspector Workload	Shows the workload of Inspectors, including scheduled, cancelled and completed inspections
Monthly Records Summary	Monthly summary of permit applications opened
Permits Due to Expire	Lists building permits about to expire
Permits Days to Issuance	Displays number of days from application submitted (Record opened) to permit issuance
Scheduled Inspections	List of scheduled inspections, including details

Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Application Denied	Informs an applicant their application has been denied
Application Withdrawn	Informs an applicant the application has been withdrawn
Building Permit Issuance	Informs an applicant the building permit has been issued
Inspection Resulted	Informs an applicant the result of an inspection on their application
Issuance of Certificate of Occupancy	Informs an applicant the final certificate of occupancy has been issued
Scheduled Inspection	Informs an applicant an inspection has been scheduled for their application

What else is included in the Accela Building Civic Application?

- > SaaS platform
- > Mobile
- > Citizen Access
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

**Note: For a full list of permit types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Building: Trade License, Building Enforcement, and Public Works data sheets.*



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Accela Planning



Accela Civic Application for Planning helps communities build and grow safely with zoning, planning, plan review and approval, complaint management, and code enforcement automation. The solution is a full-featured platform for public projects or private developments.

The Civic Application comes with a pre-built set of components including industry standard configurable fields, document types, tables and workflows to speed implementation and deliver the customer a solution they can run with.

Why Invest in Civic Applications?

- **Reduced time and cost to deliver** – Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- **Minimal maintenance** – Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements and updates.
- **Increased security** – Stay up-to-date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- **Decreased overall costs** – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version, so you can enjoy upgrades as they're released.
- **Fully supported solutions** – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.

*The listed request types, automation, and reports and notifications below are included in the Accela Civic Application for Planning out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

Request Types

The table below represents a list of request types included in the Civic Application for Planning.

Early Assistance	Plan/Design Review	Other Services
Pre-Application Consultation	Site Plan – Major	Certificate of Appropriateness
Project	Site Plan – Minor	Floodplain Development Permit
Zoning Verification	Subdivision – Preliminary Plat	Home Occupational Permit
	Subdivision – Final Plat	Property Dedication
	Lot Line Adjustment	Street Name Change
	Amendment to Approved Plans	Tree Ordinance NOI
	Administrative Site Plan Review	
	Street and Alley Closure	Appeal
		Appeal
Land Use		
Rezoning		
Conditional Use Authorization		
Special Use Permit		
Planned Unit Development		
Variance		
Change in Nonconforming Use		
Administrative Deviations		
General Plan Amendment		

System Functionality

The table below represents the Accela Civic Application for Planning system functionality with its associated capabilities.

Feature	Capability
Automated Workflow & Task Management	Agency staff manages the planning lifecycle from application submission to approval through automated work tasks and assignments
Conditions of Approval	Application requirements may be configured as conditions of approval allowing the staff to easily track requirements on the development as they are met or addressed
Documentation Requirements	Agencies can require documentation conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to the application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions and submit plan approvals
Fee Payment Processing	Agencies can apply fees for applications utilizing out-of-the-box fee formulas to simplify complex fee calculations
GIS Map Integration	Empowers agency staff to review proposed development, assign addresses, and record approved plans
Online Request Application	Applicants may file applications, submit required documents, pay fees and track their progress online

Feature	Capability
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates
Application Flagging	Agencies empowered to flag applications, addresses, or land parcels based on a custom field criteria and/or GIS data element
Application Payments	Accela payment technology integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account



Automation

The table below represents configurable automation established within the Accela Civic Application for Planning. This automation supports the processing of requests or applications and is triggered based on user events.

Automation	Description
Application Notification Emails	Inform users of application status through automated email notifications
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Permit Issuance	Updates information on a permit application upon permit issuance, including expiration information, record status, etc.
Permit Renewal	Updates actions such as expiration date, record and expiration status and copies components from renewal record to permit record when a permit is renewed
Required Contact Field Settings	Set required fields for contact information within the Planning module
Staff Notification Emails	Informs internal staff of application/task assignment through automated email notifications
Workflow Regulation	Prevent user workflow advancement through the application process when conditional requirements exist such as an application requiring a specific contact type, or an existing outstanding balance that must be paid

Reports and Notifications

The table below provides the reports and notifications included in the Planning Civic Application.

Report Name	Description
Active Planning Applications	Lists all planning and zoning applications that are being processed, grouped by application type
Address Activity	Lists all planning/zoning authorization, permits and inspections associated with an address or parcel number
Days to Decision Notification	Metrics report showing the number of days taken from application received date to decision notification date
Planning/Zoning Applications by Month	Provides a monthly summary of all planning and zoning applications

Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Case Closed	Informs an applicant that their application has been closed
Permit Issuance	Informs an applicant a permit has been issued
Permit Status	Informs an applicant a status change on their permit
Request Approved	Informs an applicant the request has been approved
Request Denied	Informs an applicant the request has been denied
Request Withdrawn	Informs an applicant the request has been withdrawn

What else is included in the Accela Civic Application for Planning?

- > SaaS platform
- > Mobile
- > Citizen Access
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

**Note: For a full list of request types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Planning: Planning/Zoning Enforcement data sheet.*



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Environmental Health Civic Application

Accela's Civic Application for Environmental Health is a software solution that streamlines public health protection by combining all program data into one system and automating the application submission, plan review, inspection, permitting, billing, and renewal process to reduce reliance on internal IT departments. The solution drives internal productivity, enhances service delivery, and protects public health by reducing inefficiencies of manual processes.

The Civic Application includes screens containing industry-standard configurable fields for your most impactful permit types and processes; workflow steps; and configurable automation that help reduce permit processing timelines by automating tedious and manual steps. The system supports integration for simultaneous plan review, inspectors can do inspections on a mobile device with intermittent connectivity, and operators can pay fees online.

Why Invest in Civic Applications?

- **Ease of implementation** – Civic Applications have prebuilt components that can be adjusted as needed during implementation, helping your agency go live faster and with less risk.
- **Flexible deployment options** – With Civic Applications, you can use your own hardware and infrastructure on your premises, or host the solution in the cloud, with the security and reliability of Accela SaaS hosted by Microsoft Azure.
- **Minimal maintenance** – Maintaining your system in the cloud is easier, when all necessary security patches, performance improvements, and updates are pushed to your system as soon as they are available.
- **Increased security** – With SaaS, your system will be hosted on a Microsoft Azure infrastructure that meets various ISO, U.S., and international standards for complete data protection and security to help protect against virus attacks.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version, which means you can enjoy new features as they're released.
- **Fully supported solutions** – Experience high-functioning solutions that are fully supported by Accela's Technical Support team.
- **Integrated technology** – Platform-wide APIs, SDKs, and open data allow developers to integrate data and processes across complementary technology for improved functionality and to help you maintain your investment in other technologies.
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.

The listed permit types, automation, reports, and notifications are all included in the Accela Civic Application for Environmental Health. Civic Applications provide a framework for agency activities on day one, helping fast-track implementation timelines and risk. Additional configurations through your implementation partner will help make your system meet your unique needs beyond what's already included.

Permit Types

The table below represents a list of permit types included in the Civic Application for Environmental Health.

Accela Environmental Health Application and Permit Types

Retail Food

- Bakery Permit
- Bar Permit
- Cafeteria Permit
- Commissary Permit
- Cottage Food Registration Permit
- Elderly Nutrition Catering Permit
- Farmers Market Permit
- Food Catering Permit
- Food Facility Permit
- Food Stand Permit
- Grocery Permit
- Hospital Food Permit
- Hotel Food Service Permit
- Limited Food Service Permit
- Meat Market Permit
- Mobile Food Permit
- Pushcart Food Service Permit
- Restaurant Permit
- Shared Kitchen Permit
- Snack Bar Permit
- Temporary Food Establishment Permit
- Vending Machine Permit

Land Use

- Backflow Prevention Permit
- Onsite Wastewater Treatment System Permit
- Subdivision Permit
- Water Well Permit

Recreational Health

- Pool Permit
- Spa Permit

Personal Services

- Artificial Tanning Permit
- Body Art Permit
- Body Piercing Permit
- Massage Parlor Permit

Care Institutions

- Adult Care Permit
- Child Day Care Permit
- Correctional Facility Permit
- Educational Building Permit
- Nursing Home Permit
- Residential Care Permit

Complaints

- General Complaint
- Vector Complaint

Hazardous Materials

- Aboveground Petroleum Storage Tank Permit
- California Accidental Release Program Permit
- Hazardous Materials Business Plan Permit
- Hazardous Waste Consolidation Permit
- Hazardous Waste Generator Permit
- Household Hazardous Waste Permit
- Large Quantity Generator Permit
- Recyclable Materials Permit
- Tiered Permitting Permit
- Underground Storage Tank Permit



System Functionality

These are the functions included in the Civic Application for Environmental Health.

Acela Environmental Health System Functionality

System Functionality	Capability
Automated Workflow & Task Management	From application submission, inspection, and permit issuance to permit renewal reminders and requesting additional information, workflows and business rules can be set up to assign tasks to agency staff, and automatic emails or letters are sent to operators.
Batch Payments	An operator can pay for multiple fees/invoices/permits at the counter or online. This feature allows agency staff to process multiple fees and invoices all at once, in a batch job.
Document Upload	Applicants, licensed professionals, authorized agents, and agency staff can upload supporting documents online, or in the back-office, such as photos, plans, SOPs, and more.
Electronic Plan Review	Agency staff can perform parallel electronic plan reviews, mark up plans for revisions, and submit plan approvals online.
Enforcement Workflow	This feature includes automation for moving a complaint through the process to become a new case, and then a violation based on user inputs.
Fee Payment Processing	Out-of-the-box fee formulas are calculated automatically to fit the agency's needs. Acela's payment technology integrates with PayPal, ACI, and Evergreen Gateway to facilitate payments made online and at the counter via debit card, credit card, check, cash, or by trust account.
GIS Map Integration	GIS integration facilitates inspection assignments by inspector district, and enables staff to view facilities by geographic region, health program discipline, or status of permit or complaint. Visualize your regulatory data and access data across agency lines directly from the map.
Licensed Professional	A licensed professional is created for each permit and is automatically associated with the public user who applied for the permit online or in person. Licensed professionals can renew permits without re-entering information every time.
Mobile Inspections	Inspectors can perform inspections using an intuitive mobile application which can be configured for their unique processes.
Online Permit Amendment	Applicants can track permit application progress online and add or remove application information such as primary contact, insurance provider, or licensed professional.
Online Permit Application	Individuals or businesses may apply for permits online, submit required documents, pay fees, and track progress online.
Online Permit Verification	Citizens can use the online portal to verify a permit holder has an active health permit.
Permit Flagging	The agency can flag a permit application or a licensed professional based on custom field criteria and/or enforcement cases, such as a violation or an unpaid balance.
Prebuilt Notifications	Predefined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling, and other critical updates automatically with changes to workflow status.
Time Accounting	Allows all staff to capture time spent on each workflow item as the application or permit moves through the process.
Time Sheet Approval	Supervisors can batch-approve time sheets, which are automatically populated through the time accounting feature and workflow available in the system.

Permit Automation

The automation capabilities included in the Civic Application support the processing of an application, complaint, change of ownership, inspection, or permit, and are triggered based on user events.

Accela Environmental Health Automation and Validation

Automation	Description
Application Notification Emails	Inform users of application status, inspection updates, and outcomes, and request information through automated email notifications.
Inspection Scheduling	Creates new inspections, automatically assigns to inspectors, and schedules for a date in the future based on risk. Fees can also be added.
Permit Expiration Batch	Automates the actions needed to set up a permit in preparation for renewal. Sends notifications on custom intervals for expiration dates.
Permit Issuance	Automatically copies information from the permit application to the permit record, once a permit is issued.
Permit Renewal Issuance	Upon permit renewal, expiration dates and status updates are automatically copied from the renewal record to the permit record.
Record Data Clone	Auto-populate new record amendments with duplicate information from the permit application.
Required Documents	When a record is created or updated, certain documents may be required based on workflow or certain data elements on the record.
Workflow Regulation (Validation)	When processing permits, prevent users from advancing to the next step if conditional requirements are not met, such as a completed or passed inspection.

Reports and Notifications

The table below represents configurable automation capabilities within the Accela Environmental Health Civic Application. This automation supports the processing of an application, inspection, or permit, and is triggered based on user events.

Accela Environmental Health Reports and Notifications

Report/Notification	Description
Activity Log by Facility	Lists daily activity logs, with facility ID, employee ID, description, activity hours, travel hours, and total hours.
Consolidated Account Statement - Multi-invoices on One Statement (with Bar Code Option)	Eliminate multiple invoices for one account, by invoicing line items for one account in one report. Report can be printed with or without a return barcode.
Daily Transaction Register Sorted Variously	Lists invoice line items and displays discrepancies.
District Inventory Report	Lists General Health Program records assigned to agency staff, with details.
District Inventory Summary Listing	Lists General Health Program records assigned to agency staff, with details. The total number of General Health Program records for each employee is shown.
EnvisionConnect FDA/CFP Inspection Report	Lists the violation categories and corresponding compliance status for each violation. Can be used to satisfy FDA reporting requirements.
Facility Information	Displays current owner, facility, and accounts receivable information with details.
Facility Inspection Deadline Dates by Employee and Program/Element	Lists the General Health Program facilities due for an inspection, by agency employee.
Facility Inventory by Employee	Displays current owner, facility, and accounts receivable information by agency employee, with details.

Accela Environmental Health Reports and Notifications (continued)

Report/Notification	Description
General Health Program Mailing Labels	Prints mailing labels for General Health Programs in order of facility name.
Inspection Deadline Dates for Monitored General Health Programs	Lists facilities, Program/Elements and their inspection deadlines with custom date range.
Invoice-Prints Single Invoices for an Account	Lists individual invoices where amount due is greater than a minimum amount specified, with details.
Listing of General Health Programs Sorted Variously	Lists all important information on actively monitored facilities, with details.
Multi-permit Form for Facilities with One or More Program/Elements	Creates a two-part form with displayable permit for facilities with the same inspection expiration date, and permit details.
Payments Posted	Groups account activity, with Transaction Date, Invoice Number, and more details.
Receipt Reconciliation Report	Lists payment receipts sorted by transaction ID, and more details.
Service Requests Listing - Project Time Report	Determine the cost and category of services with this report, showing submitted and completed dates, with details.
Summation of Daily Time by Employee	Summarizes Daily Activity Logging records by Employee for user-specified Service Codes, Program/Elements, and Activity Dates, with details.

What else is included in Accela's Civic Application for Environmental Health?

- > SaaS platform
- > Mobile application with offline functionality
- > Citizen Access – web portal for operators to view status updates, pay fees, and submit applications
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with prebuilt reporting included in the solution)



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Accela Cannabis Regulation



Accela Cannabis Regulation empowers state and local governments to efficiently review cannabis applications, conduct inspections and hearings, and automate the issuance of licenses, renewals and transfers. Leveraging data and advanced technology, the solution meets all cannabis regulatory needs, including working with local agencies and third-party systems, such as seed-to-sale tracking.

From on-site inspections of local cannabis businesses to processing high volume license requests, Accela Cannabis Regulation coordinates and simplifies all aspects of cannabis oversight and regulation. With a secure cloud platform and integrated mobile access, Accela Cannabis Regulation makes it easy for applicants, agency staff and field inspectors to access the information they need to efficiently process cannabis licenses.

Why Invest in Civic Applications?

- **Reduced time and cost to deliver** – Pre-packaged solutions let you quickly start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- **Minimal maintenance** – Maintaining your civic application is easy with automatic security patches, performance improvements, and updates.
- **Increased security** – Accela civic applications are hosted in the Microsoft Azure cloud which meets stringent ISO, US and international standards for data protection.
- **Decreased overall costs** – Cut costs associated with running an on-premise solution, including IT, maintenance, and support expenses.
- **Easy upgrades** – Keep your software updated automatically with a SaaS environment that ensures you're always on the latest version, so you can enjoy feature enhancements as soon as they're released.
- **Fully supported solutions** – Experience high-functioning applications fully supported by Accela's knowledgeable staff of customer success experts.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.

License Types

Accela Cannabis Regulation includes 20 license types for recreational and medical cannabis, and 6 miscellaneous record types. Each license type includes an application, license, and renewal record type.

Adult-use (Recreational) Cannabis License	Medical Cannabis License	Combination Cannabis License
Adult-Use Cannabis Cultivation	Medical Cannabis Cultivation	Combo Cannabis Cultivation
Adult-Use Cannabis Dispensary	Medical Cannabis Dispensary	Combo Cannabis Dispensary
Adult-Use Cannabis Delivery-Only (Non Storefront)	Medical Cannabis Delivery-Only (Non Storefront)	Combo Cannabis Delivery-Only (Non Storefront)
Adult-Use Cannabis Product Manufacturer	Medical Cannabis Product Manufacturer	Cannabis Microbusiness
Adult-Use Cannabis Optional Premises Cultivation	Cannabis Medical Center	Combo Cannabis Optional Premises Cultivation
Adult-Use Cannabis Processor	Medical Cannabis Optional Premises Cultivation	Combo Cannabis Processor
Adult-Use Cannabis Transport	Medical Cannabis Processor	Combo Cannabis Transport
	Medical Cannabis Transport	Cannabis Testing Facility
Miscellaneous		
Cannabis Enforcement Complaint	Cannabis Employee Registration	Cannabis Change of Ownership
Cannabis Entity Prequalification	Cannabis Individual Registration	Cannabis Financial Interest or Business Structure Amendment
Cannabis Business Registration	Cannabis License Amendment	Cannabis Modification of Premises

System Functionality

Accela Cannabis Regulation System Functionality

System Functionality	Capability
Documentation Upload	An applicant, authorized agent, or agency staff can upload and attach documents to the license application.
License Payments	Accela payment technology integrates with PayPal, ACI, and Evergreen Gateway to facilitate license payments online or at the counter via debit card, credit card, check, cash, or trust account.
Online License Amendment	An active license holder may initiate and track updates to their license information online, including name, address, and insurance information changes.
Online License Application & Renewal	Individuals or businesses can apply for a license, submit required documents, pay fees, schedule inspections and track their progress online.
Online License Verification	Citizens have access to an online lookup tool to verify a business holds an active license.
Complaint Logging	Citizens can file a complaint online against a licensed cannabis business.
Automated Workflow & Task Management	Agency staff manages the licensing lifecycle from application submission to license issuance or renewal through automated work tasks and assignments.
Inspections	Agency inspectors are notified to conduct inspections throughout the license lifecycle based on configurable business processes.
License Flagging	Agencies can flag a license application or renewal based on configurable field criteria or enforcement cases, such as a violation or unpaid balance.
Conditional Documentation Request	Agencies can require documentation conditionally during the application process based on the application type or response.
System Notifications	Pre-defined email notifications can be sent to an applicant (and other recipients) to communicate missing information, application status, and other critical updates.

Automated Events

Accela Cannabis Regulation includes several automation tools and configurable scripts to simplify the licensing process. Automated scripts are triggered based on user events.

Automation	Description
Additional Information Needed Notification	Automatically notifies applicants when additional information is requested during the application review process
Amendment Update Sync	Once an amendment is approved, updated information is synced to the original license record.
Application Notification Emails	Inform users of application status through automated email notifications.
Automated Individual Registration	Creates an Individual registration application for each individual associated with a business registration
License Expiration Notification	Notifies license holders their license is about to expire at a set interval before the expiration date
License Generation	Business license record is automatically generated from the business and individual registration once the application is approved by the agency
License Renewal Update	When a license renewal is processed, all agency information is updated including insurance and state license expiration information. A notification is then sent to the license holder with all changes.
Record Data Clone	Auto-populate new record amendments or renewals with duplicate information from the license application.

System Reports

Accela Cannabis Regulation includes a number of pre-defined reports that provide insight into agency operations. Available reports include:

Report/Notification	Description
Cannabis revenue by fee type	Summary of cannabis revenue grouped by fee type
Cannabis receipt	Printable receipt of fees paid by applicant
Cannabis receipt sub payment	Listing of all payments grouped by payment method
Cannabis license form	Printable cannabis license document
Cannabis fee summary by account	Summary of fee account codes listed by account code
Cannabis workflow activity	Workflow task status by record and user
Cannabis business entity dashboard	Shows the status of each registration and application connected to an entity, from initial filing to completion
Active Licenses by Type	List of all licenses with a status of Active, grouped by the license type.
Daily Scheduled Inspections by Inspector	Display the number of scheduled inspections by inspector for the day.
Failed Inspection List	List of all failed inspections by record for a given date range.
License Applications by Month	Display the number of created License applications by calendar month.
Outstanding Fees by Module	List of all payments currently due.

Report/Notification	Description
Records Opened by Date Range	List of opened records by date range
Records with Active Conditions	List of created records with active conditions
Scheduled Inspection List	List of scheduled on-site inspections

What else is included in the Accela Cannabis Regulation Civic Application?

- > SaaS platform
- > Mobile
- > Citizen Access
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)



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Accela Enhanced Reporting Database (ERD) – End User Documentation

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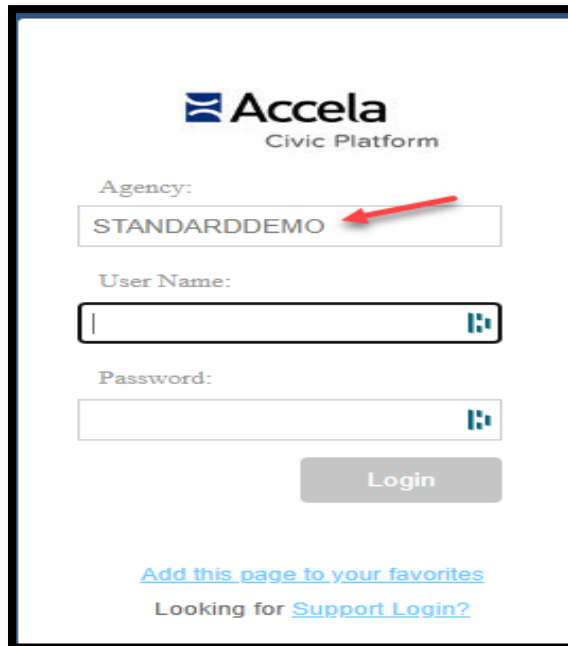
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About Accela

Accela provides cloud-based civic engagement solutions for government. Accela's Civic Platform, which includes open APIs and mobile apps, enables, and improves core processes for city, county, state, and federal governments. Accela's solutions uniquely address the diverse needs of their constituents by making publicly available information more accessible. The Accela Civic Platform includes solutions for land management, asset management, licensing and case management, legislative management and more. With more than 2,000 customers worldwide, Accela is headquartered in San Ramon, California, with offices in San Francisco, New York, Portland, Melbourne, and Dubai. For more information, visit www.accela.com.

Foreword

1. These instructions and screen shots are provided using:
 - a. Microsoft SQL Server Management Studio 18.8
 - b. Azure Data Studio 1.26.1
 - c. Visual Studio 2019 16.6.2
 - d. SentryOne Plan Explorer Extension 0.9.8
 - e. Microsoft Report Builder 15.0.19440.0
 - f. Microsoft Power BI Desktop 2.90.1081.0
2. Beginning with SQL Server Management Studio (SSMS) 18.7, Azure Data Studio is automatically installed alongside SSMS. Users of SQL Server Management Studio are now able to benefit from the innovations and features in Azure Data Studio. Azure Data Studio is a cross-platform and open-source desktop tool for your environments, whether in the cloud, on-premises, or hybrid.
3. This document references “**STANDARDDEMO**” in connection strings and other settings as the Agency ID. You will replace that with your Agency ID used to login to the Accela Civic Platform.



Accela
Civic Platform

Agency:
STANDARDDEMO

User Name:
|

Password:
|

Login

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Enhanced Reporting Database Provisioning and End User Connection

Provisioning Process:

- 1) Accela will need your external IP address that will be whitelisted to provide a set of credentials. Note that this could include more than one IP Address to account for a backup or satellite location.
- 2) To keep your data secure, Accela does not support subnet whitelisting.

Credentials will be provided directly from Accela:

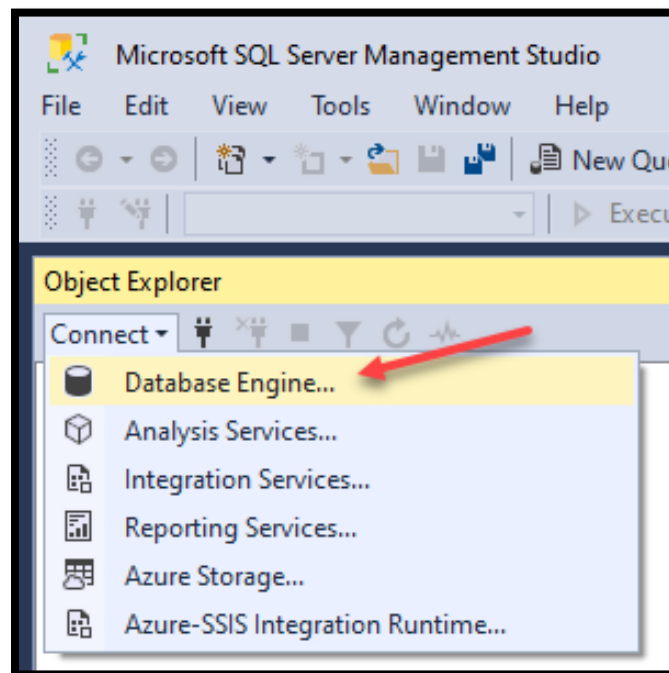
- 1) Server Name / CName (Example: **standarddemo**-async-prod-db.us.erdb.accela.com)
- 2) Port Number to use (Example: 14332)
- 3) Login Name (Example: ERDB_**STANDARDDEMO**_PROD_01)
- 4) Password (Example: Password1)

Note! The provided server name will change based on the environment you are attempting to connect to.
Ex: **standarddemo**-async-**prod**-db.us.erdb.accela.com Replace appropriately.

- i) prod
- ii) test
- iii) supp

Connect to the Enhanced Reporting Database (ERD) via SSMS

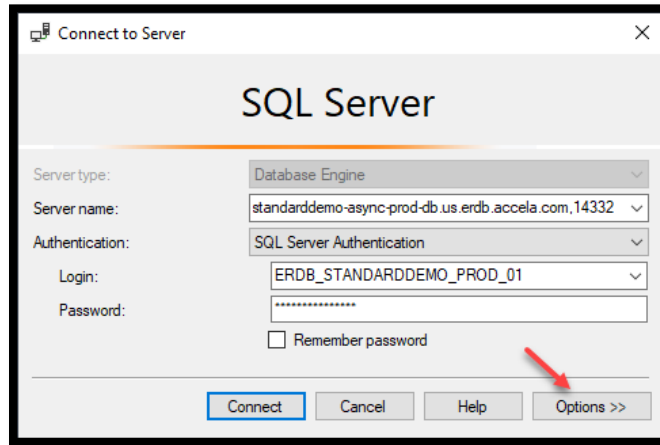
- 1) Open a new instance of SQL Server Management Studio (SSMS) and open a new connection.
Connect... Database Engine:



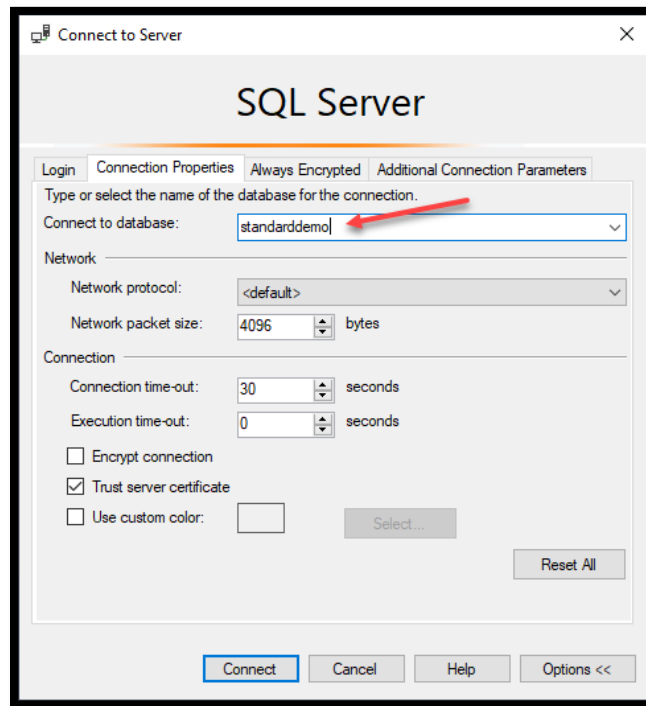


Enter connection details:

2) Server Name = **standarddemo-async-prod-db.us.erdb.accela.com,14332** (make sure you include the port number):



3) Click Options... Connection Properties tab... Enter your Agency ID:



Change Password via SQL Server Management Studio:

On your first login you will be prompted to change the password. Make sure to store the password in a safe place as it cannot be recovered if lost. A helpdesk ticket asking for a password reset will be required.

Unable to view objects via SQL Server Management Studio:

Please note that you will not be able to see tables, views, functions, and other objects with your connection to ERD using SSMS. Please use Azure Data Studio as outlined below.



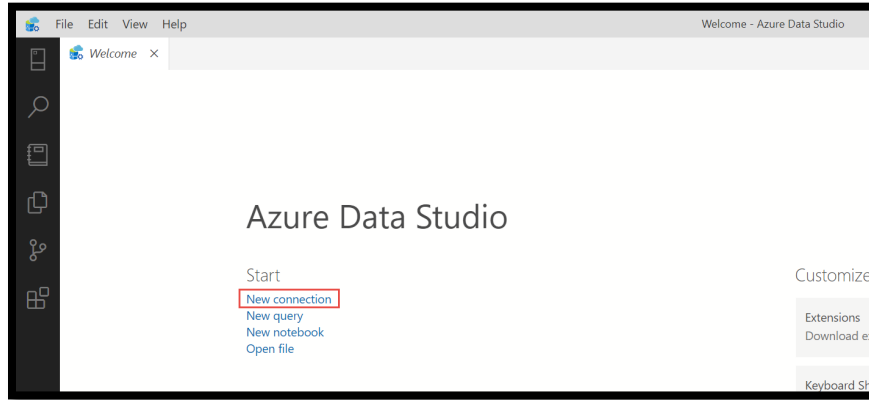
Azure Data Studio

It is highly suggested you work within Azure Data Studio as SSMS is expected to be eventually phased out by Microsoft. No timeline for this has been established that Accela is currently aware of.

Connect to Azure Data Studio:

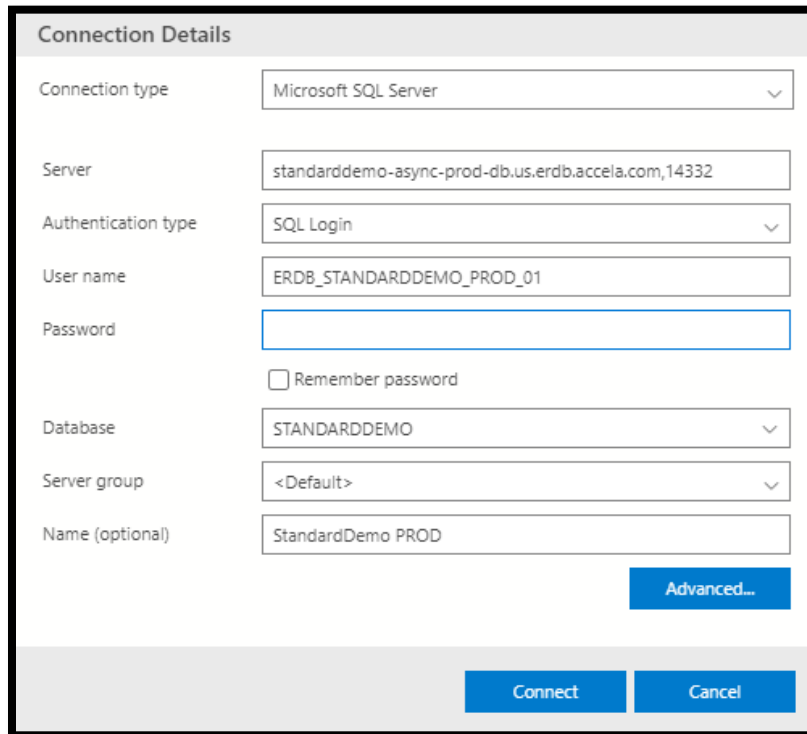
Azure Data Studio is engineered with the data platform user in mind and offers a modern editor experience for managing your Azure SQL Database.

1) Open Azure Data Studio and click 'New Connection:



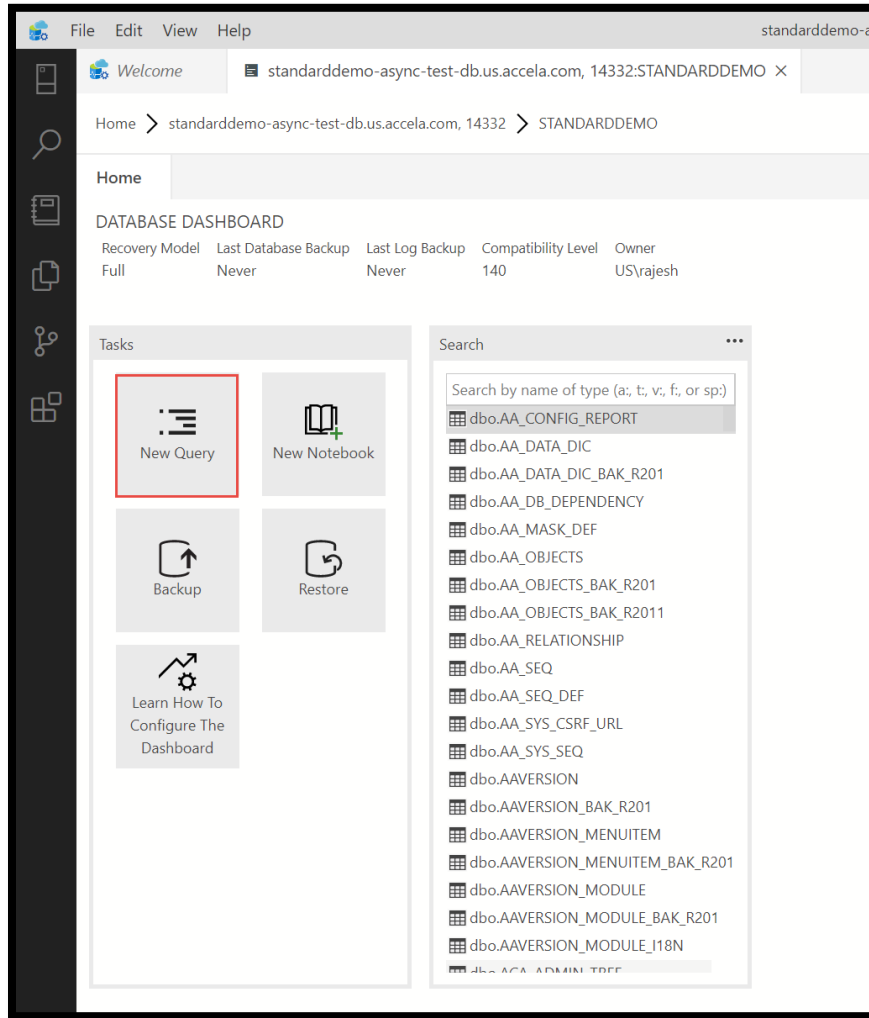
2) Enter your login credentials:

- Server = **standarddemo-async-prod-db.us.erdb.accela.com,14332** (Make sure to add port number)
- Authentication = SQL Login
- Database = **standarddemo**

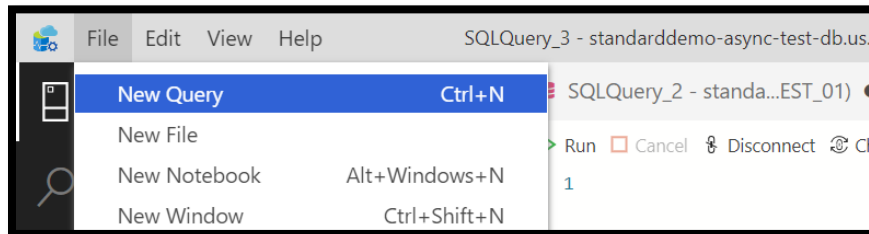




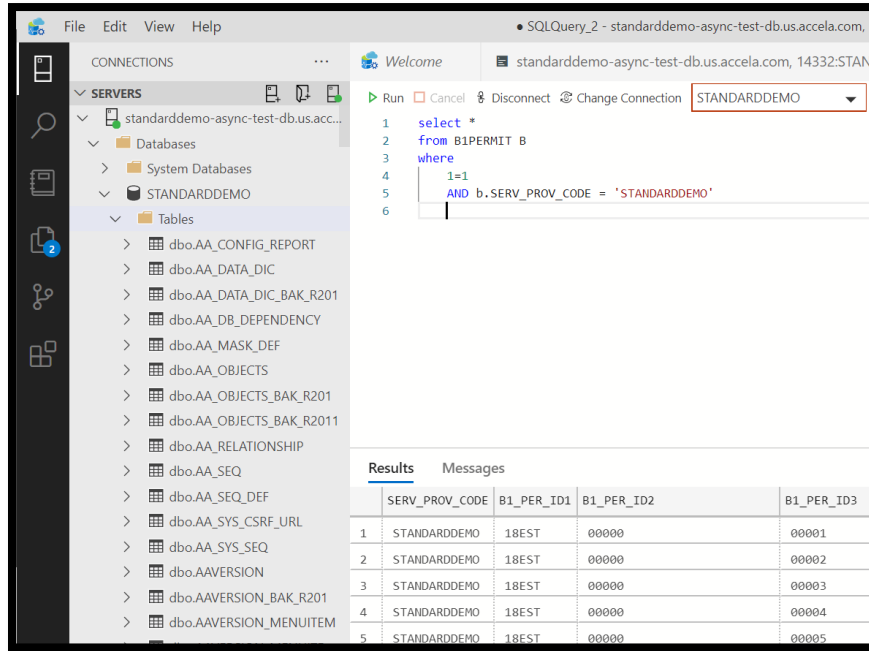
Create a new query by clicking 'New Query':



Note! You can also click on File -> New Query:



Begin writing queries:



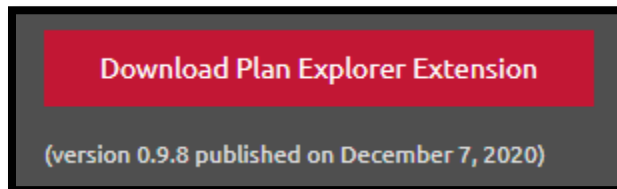
Azure Data Studio Extension BONUS:

SentryOne Plan Explorer Extension is exclusively for Azure Data Studio and allows you to:

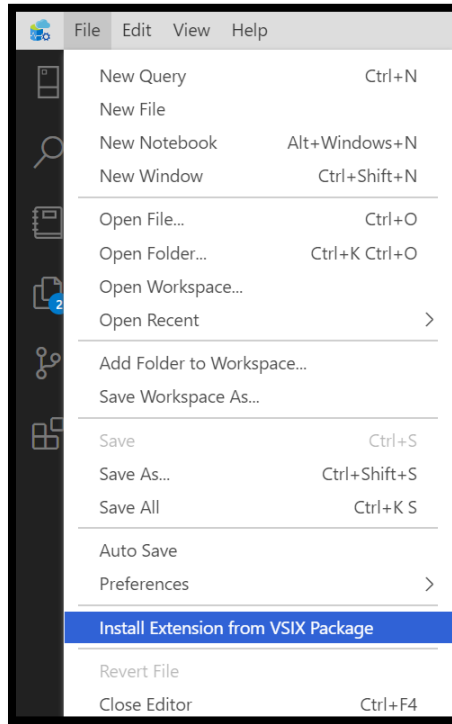
- View operator costs (per node) by CPU or I/O
- Control the graphical plan display with plan diagram context menus
- Analyze runtime metrics such as duration and CPU
- Toggle between actual and estimated plans

You can obtain the extension here: <https://extensions.sentryone.com/>

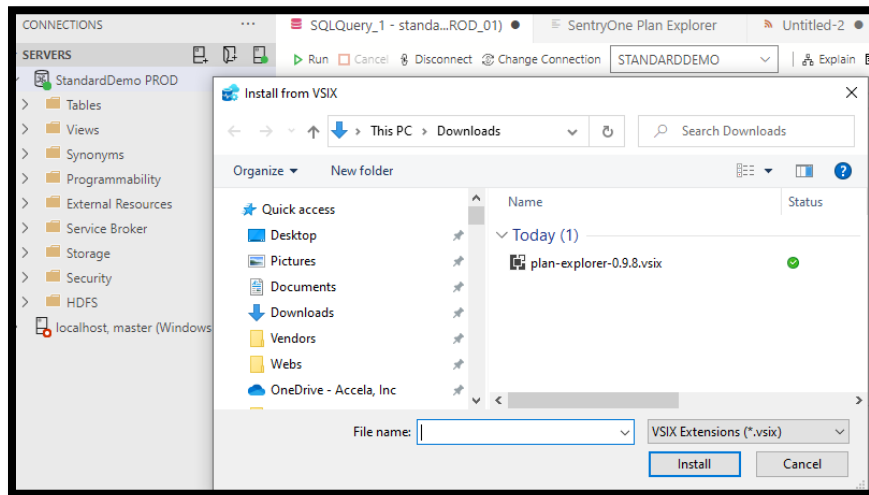
- 1) Click on the link above
- 2) Login or create an account as needed.
- 3) Click 'Download Plan Explorer Extension':



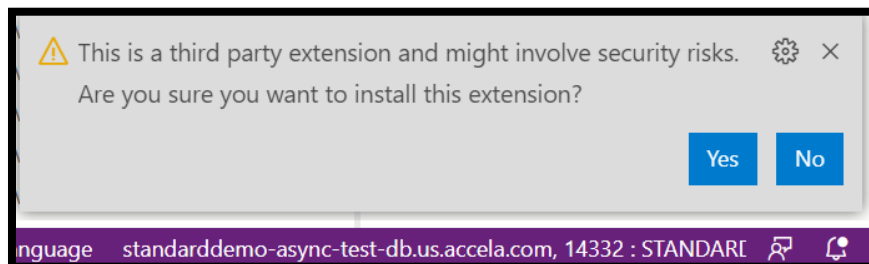
4) Open Azure Data Studio, click File -> Install Extension from VSIX Package:



5) Select the Extension:

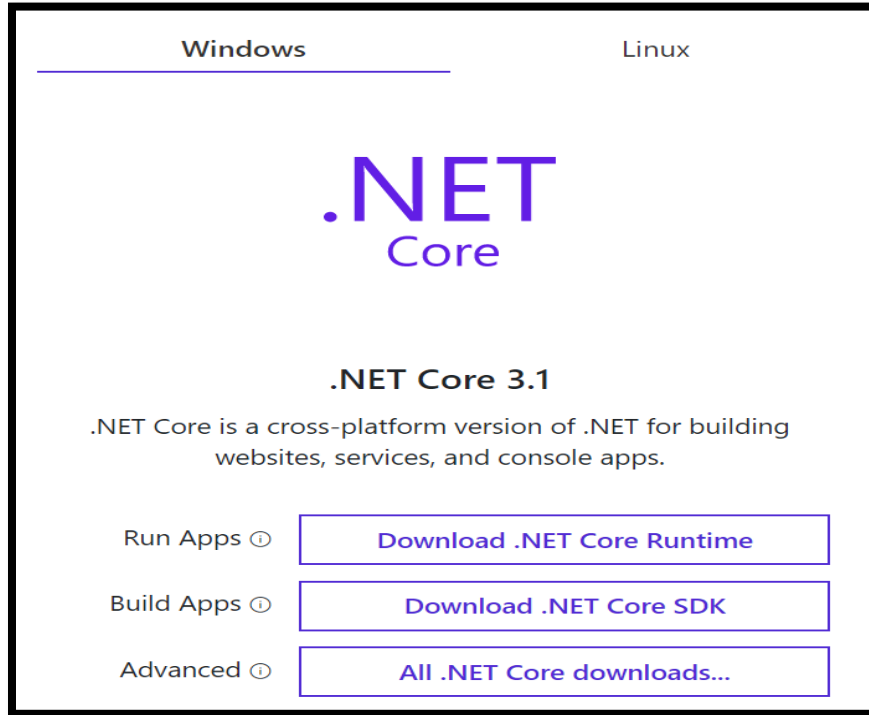


a) An alert will pop up in the bottom right corner. Click “Yes” to continue:

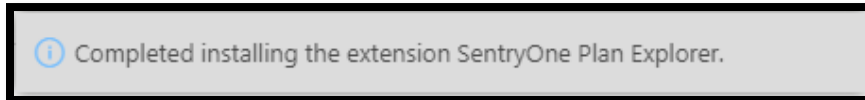


6) If needed you will be prompted to download .NET Core Runtime

a) The core can be downloaded here: <https://dotnet.microsoft.com/download>



7) When finished, you will receive a 'Completed' message in the bottom right of the screen





8) Now you can see your Query Plan:

Query 1
select * from B1PERMIT B where 1=1 AND b.SERV_PROV_CODE = 'STANDARDDEMO'

Physical Operation	Clustered Index Seek
Logical Operation	Clustered Index Seek
Estimated Execution Mode	Row
Storage	RowStore
Estimated Operator Cost	0.102556 (100%)
Estimated I/O Cost	0.100162
Estimated CPU Cost	0.0023944
Estimated Subtree Cost	0.102556
Estimated Number of Executions	1
Estimated Number of Rows to be Read	2034
Estimated Number of Rows	2034
Estimated Row Size	835 B

Ln 6, Col 5 Spaces: 4 UTF-8 CRLF SQL MSSQL 1 rows 00:00:00 standarddemo-async-te

a) You can also see your Top Operations:

SQLQuery_2 - standa...EST_01

```

1 select *
2 from B1PERMIT B
3 INNER JOIN BCHCKBOX BCB ON 1=1
4 AND BCB.SERV_PROV_CODE = B.SERV_PROV_CODE
5 AND BCB.B1_PER_ID1 = B.B1_PER_ID1
6 AND BCB.B1_PER_ID2 = B.B1_PER_ID2
7 AND BCB.B1_PER_ID3 = B.B1_PER_ID3
8 where
9 1=1
10 AND b.SERV_PROV_CODE = 'STANDARDDEMO'
11
    
```

Operation	Object	Est Cost	Est Subtree...	Actual Rows
Clustered In...	[STANDARDDEMO].[dbo].[BCHCKBOX].[BCHCKBOX_PK](Clustered)	75	0.409025	0 85
Clustered In...	[STANDARDDEMO].[dbo].[B1PERMIT].[B1PERMIT_PK](Clustered)	19	0.102556	0 20
Compute Sc...		0	0.410743	0 85
Compute Sc...		0	0.409884	0 85
Merge Join(l...		5	0.542074	0 85



Recommended query writing guidelines:

Joins are added for all 4 of the following columns between all transaction tables:

SERV_PROV_CODE
B1_PER_ID1
B1_PER_ID2
B1_PER_ID3

All sub-reports are linked by at least the following columns:

SERV_PROV_CODE
B1_PER_ID1
B1_PER_ID2
B1_PER_ID3

WHERE Clauses

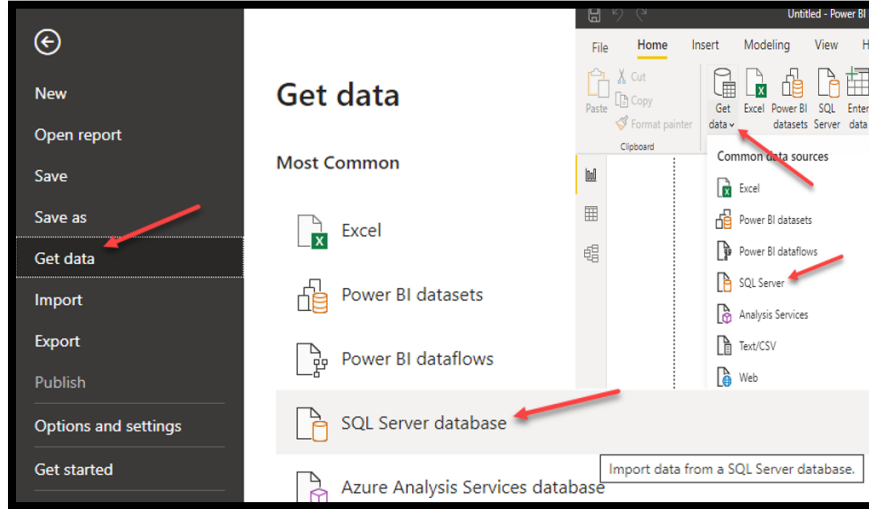
The condition is added in the WHERE clause to select only your agency's records. The SERV_PROV_CODE value is hardcoded, not parameterized, e.g. B1PERMIT.SERV_PROV_CODE = 'STANDARDDEMO'
In addition to the condition in item 3, at least one more condition is used in the WHERE clause that restricts the records retrieved, for example:

- Record ID
- Date or date range
- Record type
- Receipt or invoice number
- Inspection type
- Staff name
- Receipt Number

The query uses indexed columns to search/filter records. Functions are not used on indexed columns in the WHERE clause, e.g. UPPER(), CAST, CONVERT, TO_CHAR(), NVL(), TRUNC(). When a function call is used around a column name, it would result in not using underlying index even if that column was indexed. To avoid this, consider writing function calls around variable or scalar value. Example:
DATE_COLUMN=FUNCTION(@DATEVAL)

Power BI Desktop

- 1) Connect to Power BI Desktop
- 2) Select File – Get Data – SQL Server or from the tool bar click the expand arrow under the ‘Get Data’ icon:

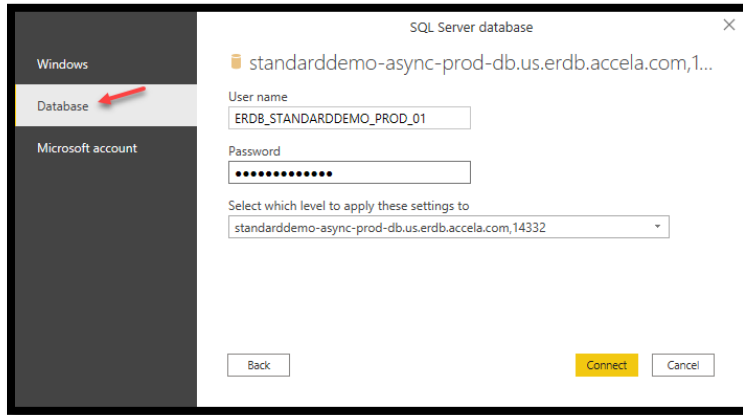


- 3) Enter the Server Name followed by a comma and the port number (you will also need to decide if you want to import the data or setup a direct query):

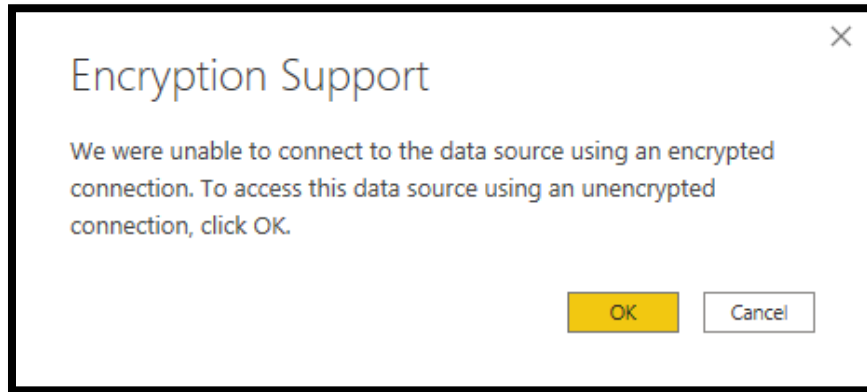




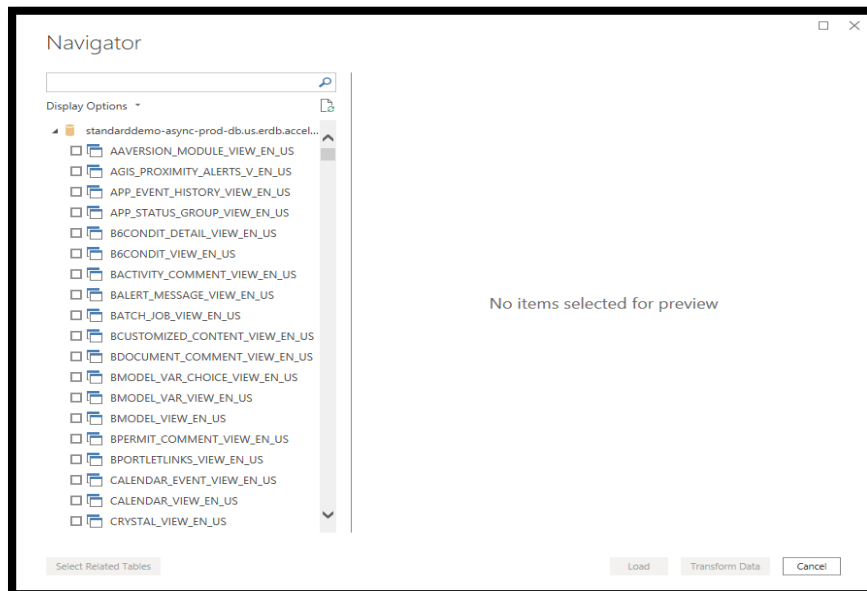
4) Select 'Database' and enter your provided username and password:



Note! You may be prompted about an encryption issue. Click "OK" to continue:



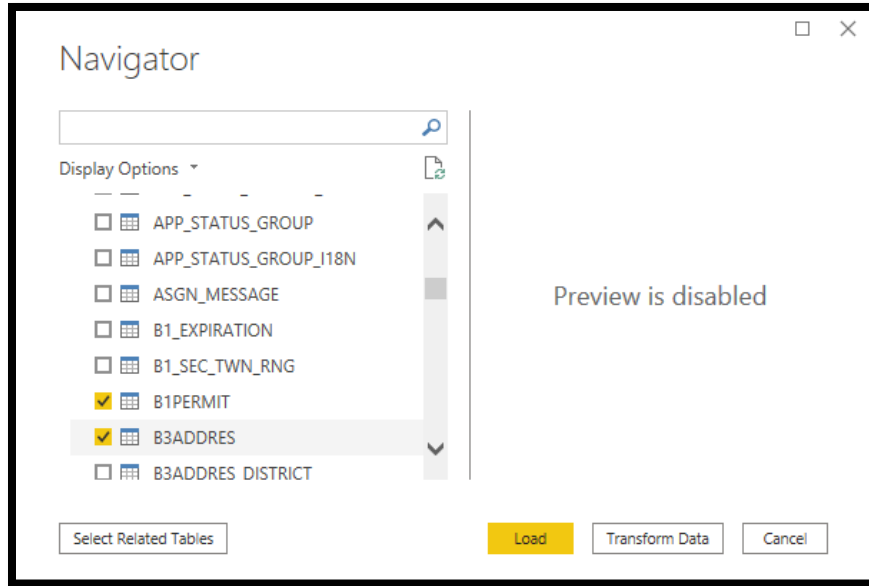
5) Your database will load in the navigator tool:



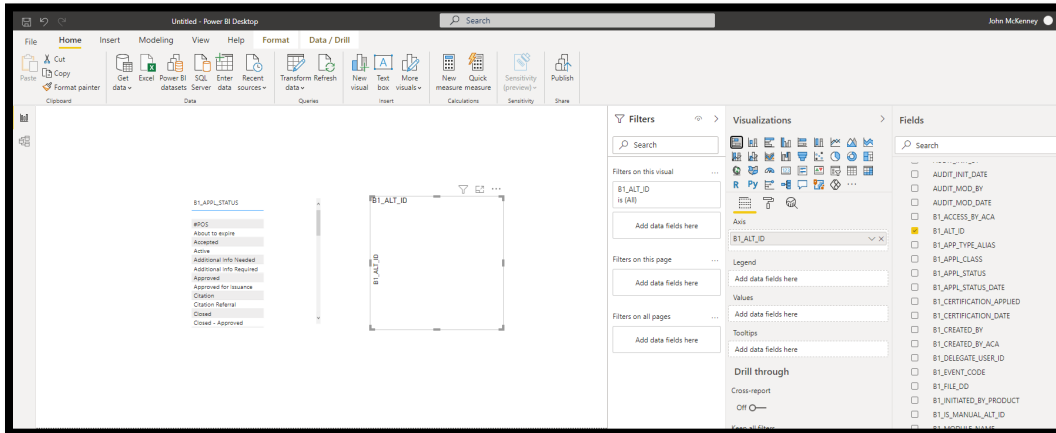


6) Using the checkboxes or Ctrl + Click the names; Select which views/tables from the database you would like to connect to Power BI. When you have completed your selection, click “Load”:

Note: The Navigator selection window is grouped by Views and then Tables. If looking for tables scroll down or use the search feature.



7) Start building dashboards:



Above instructions could be applied to a variety of other tools.

Examples Include:

- Apex SQL
- Crystal Report Development (Using the Wizard)
- Data Grip
- Linked Server
- ODBC 32-Bit Connection
- SQL Server Report Builder
- SQL Server Management Studio (SSRS)
- Visual Studio

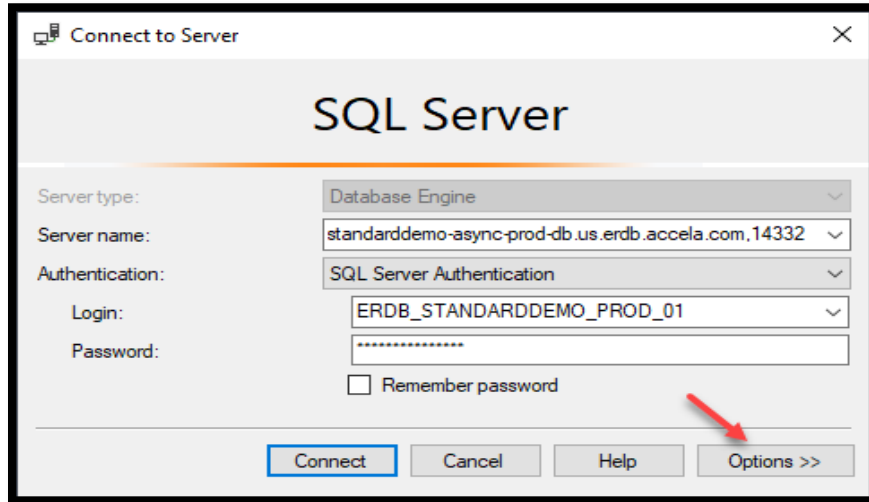


Secure Encrypted Connections

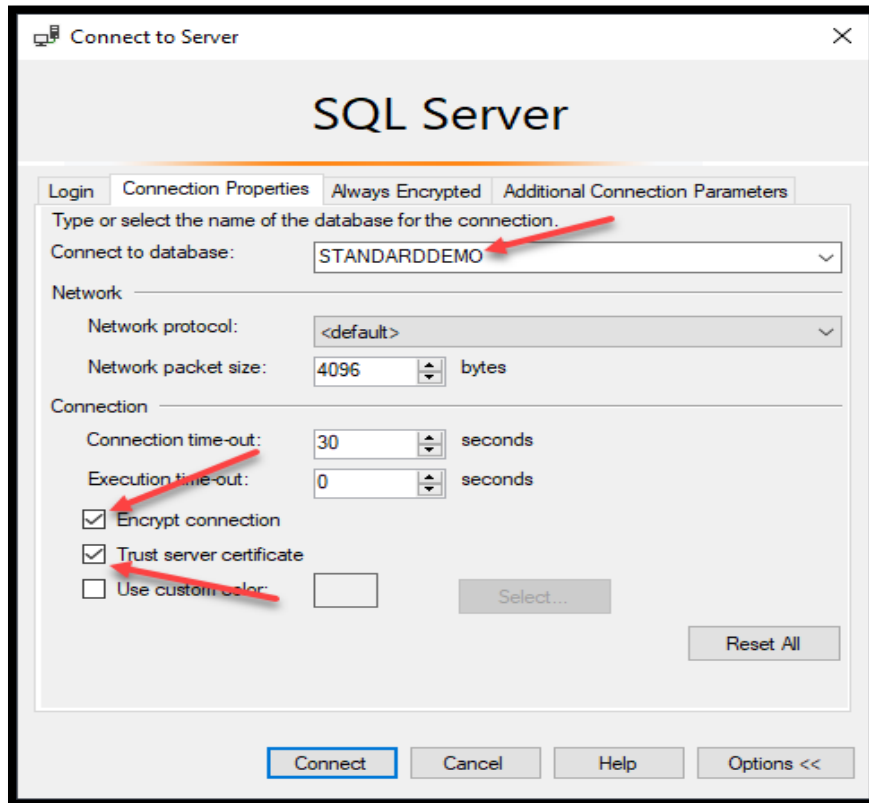
While the user/password is ALWAYS encrypted through the connection creation process, if you wish to have all data transferred to and from the ERD in an encrypted manner please make sure to enable the following options

SQL Server Management Studio – SSMS

From the home screen, select File -> Connect Object Explorer -> Options:

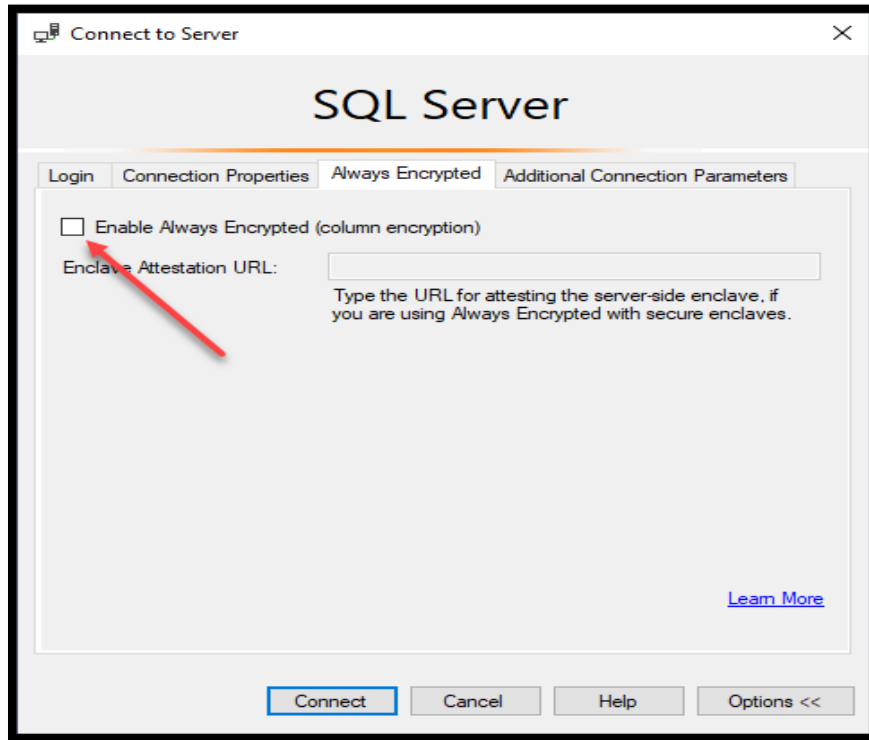


On the “Connection Properties” enable the “Encrypt connection” and “Trust server certificate”. Note that “Trust server certificate” may need to be enabled depending on settings:



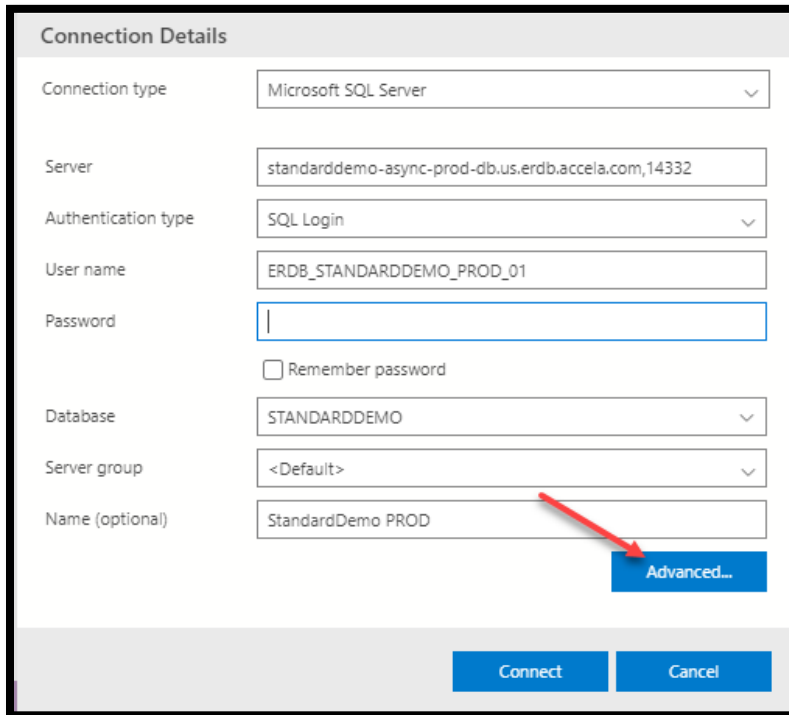


On the “Always Encrypted” tab check the box “Enable Always Encrypted (column encryption). Note that it’s not necessary to set the “Enclave attestation URL:”:

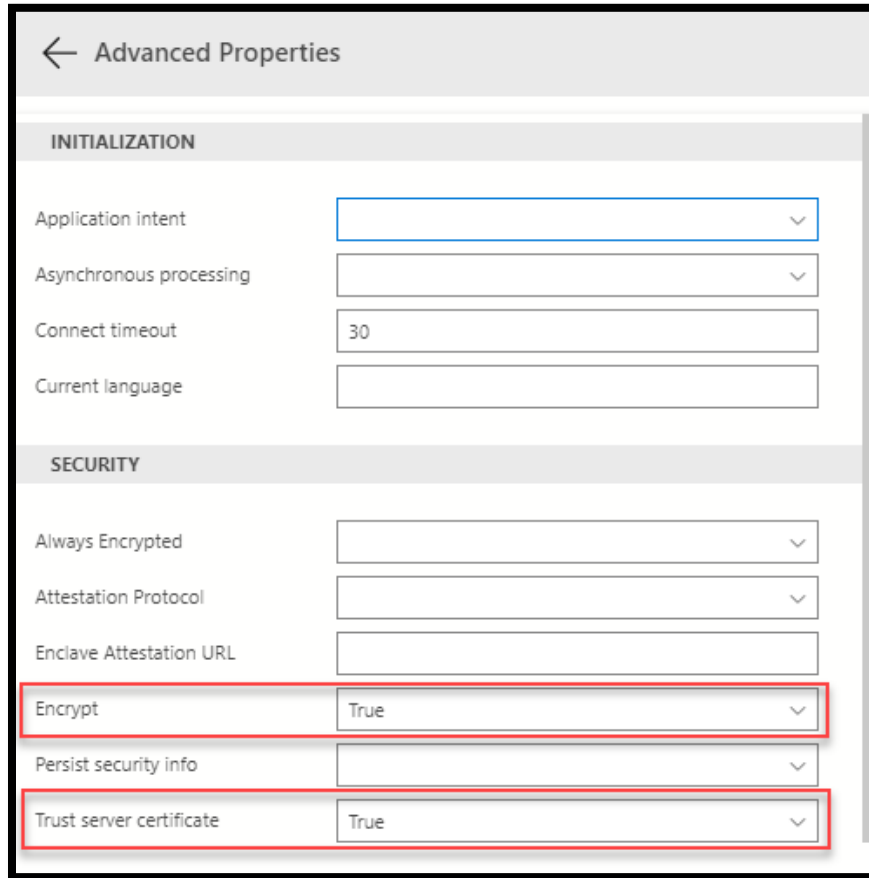


Azure Data Studio

On the “Connection Details” select “Advanced”:

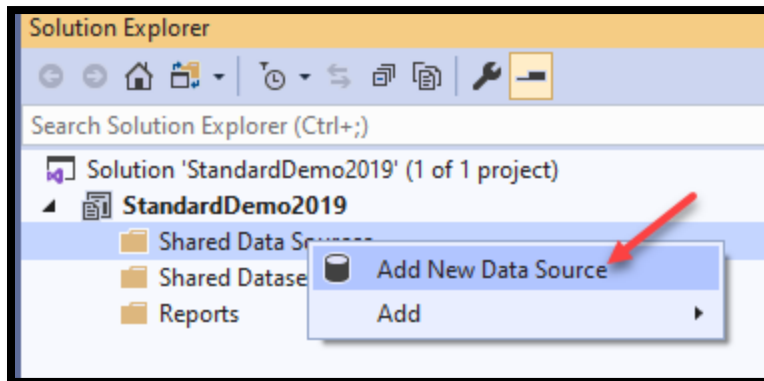


On the “Advanced” tab change the “Encrypt” value to “True” and the “Trust server certificate” to “True”:

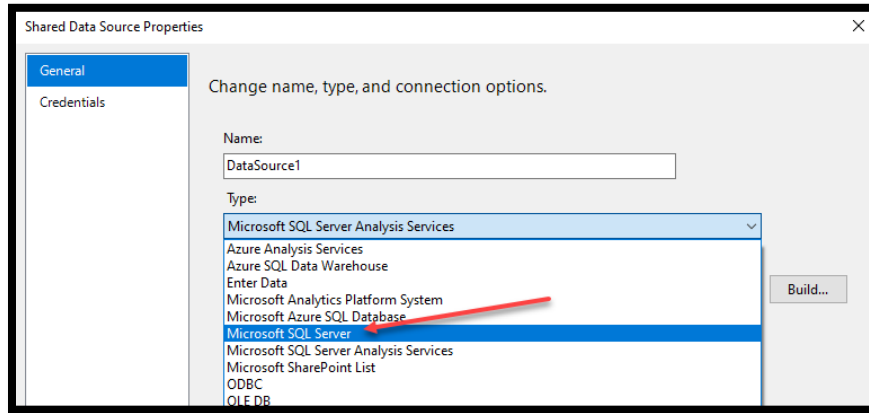


Visual Studio

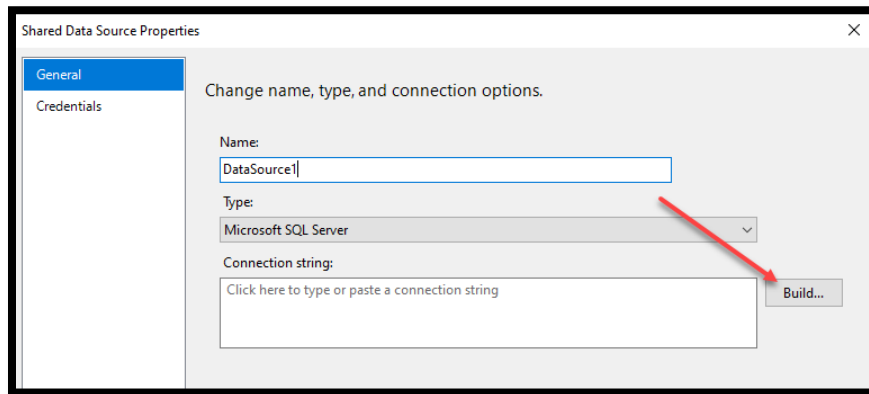
1) Add a New Data Source:



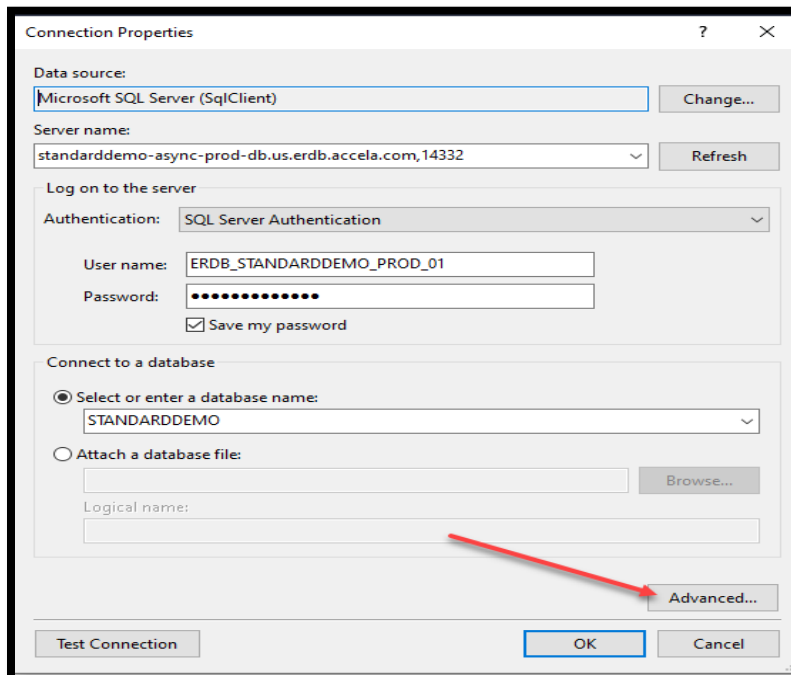
2) Change the Type to Microsoft SQL Server:



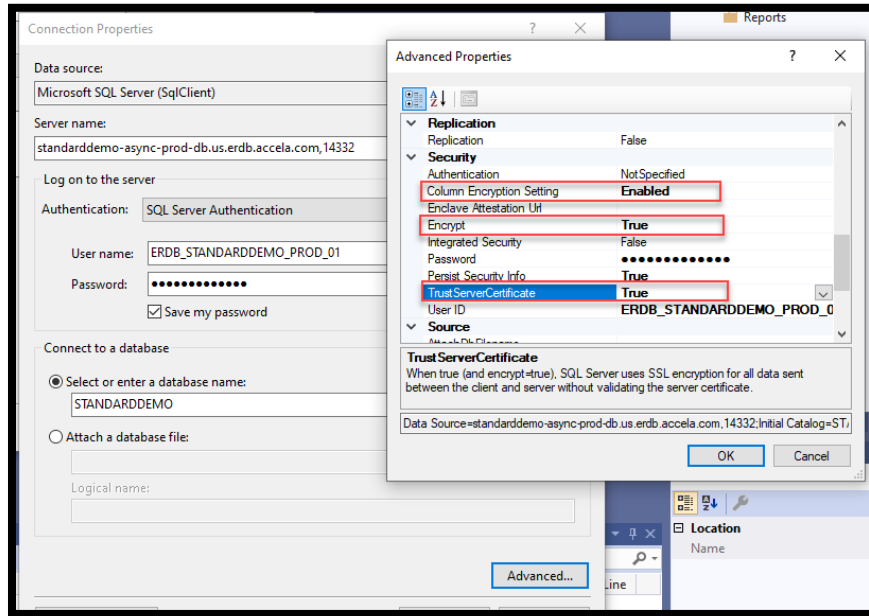
3) Click the Build button:



4) Enter your connection details and click the Advanced button:



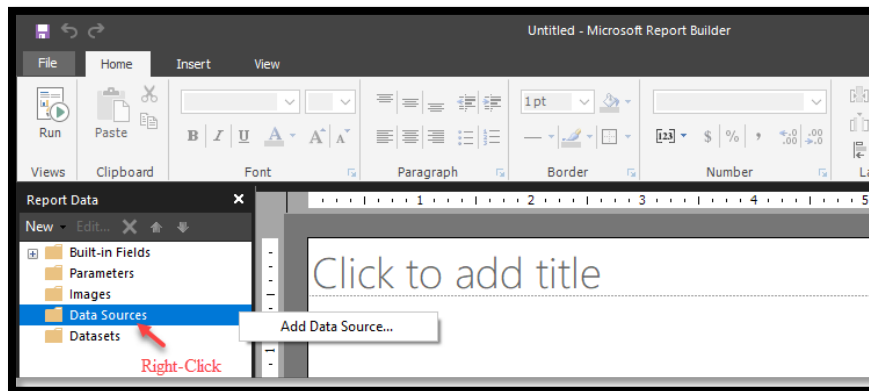
a) Set the shown encryption settings:



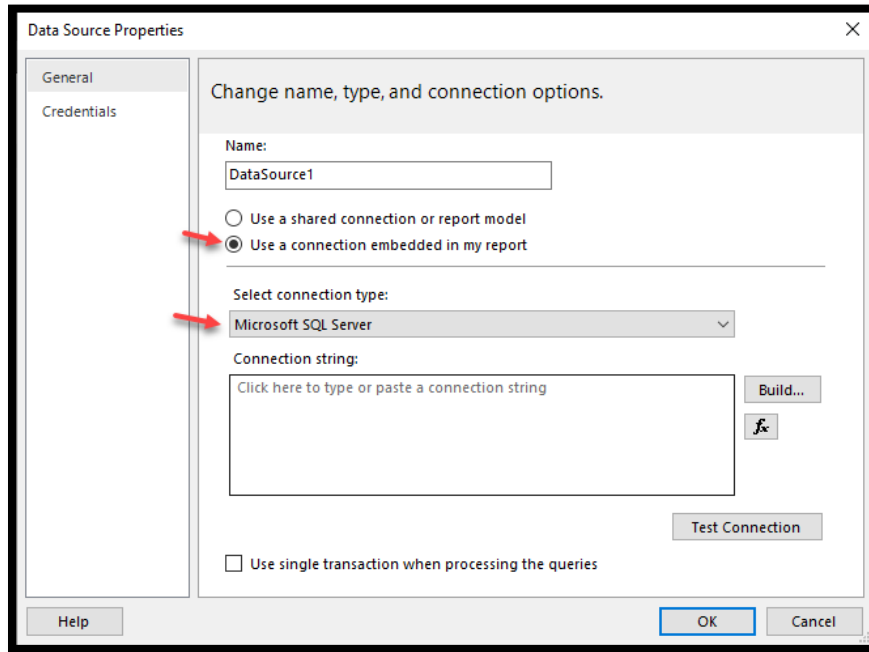
- i) Column Encryption Setting = Enabled
- ii) Encrypt = True
- iii) TrustServerCertificate = True

Report Builder

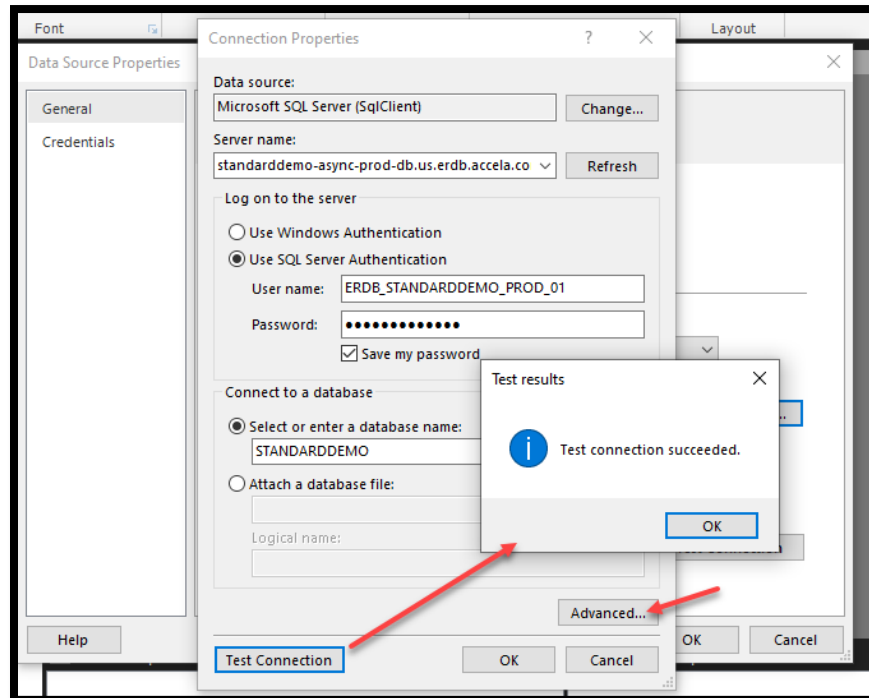
1) Create a new connection using the “Data Sources” create a new connection:



- 2) If not using the data source from a SQL Server Reporting Services server, you may be creating a connection embedded into the report during report development. Make sure to use “Microsoft SQL Server”:

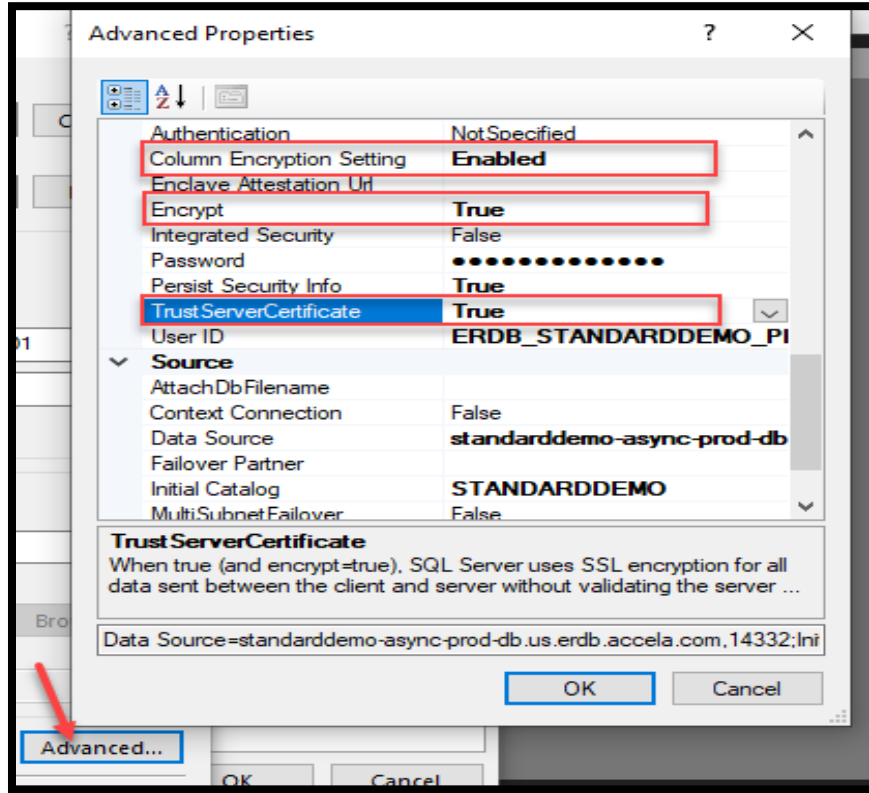


- 3) Configure the connection using the correct properties and “Test Connection”:



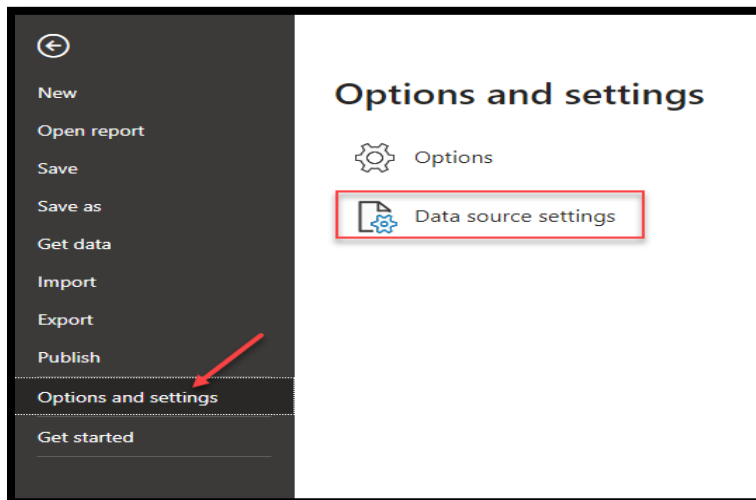


- a) Encrypt the traffic by clicking “Advanced” and setting as shown:
 - i) Column Encryption Setting = Enabled
 - ii) Encrypt = True
 - iii) TrustServerCertificate = True

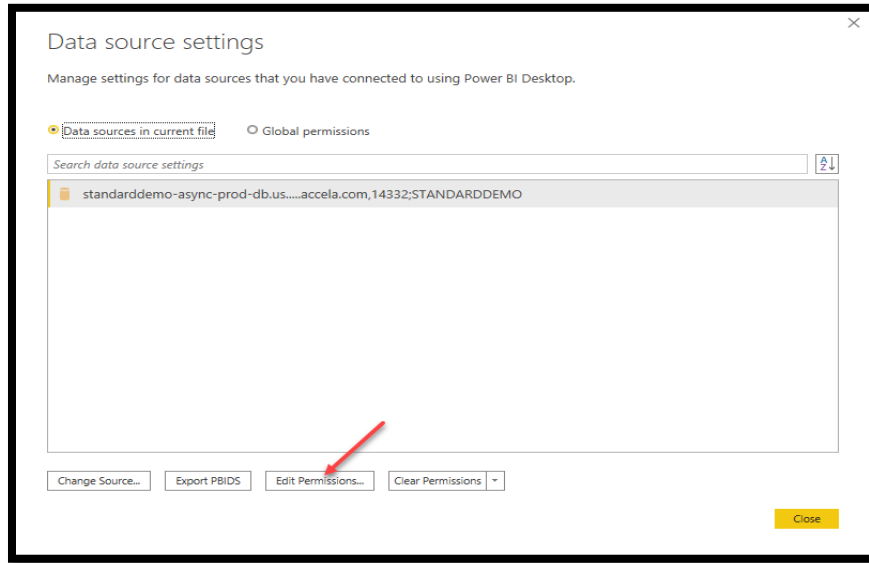


Power BI

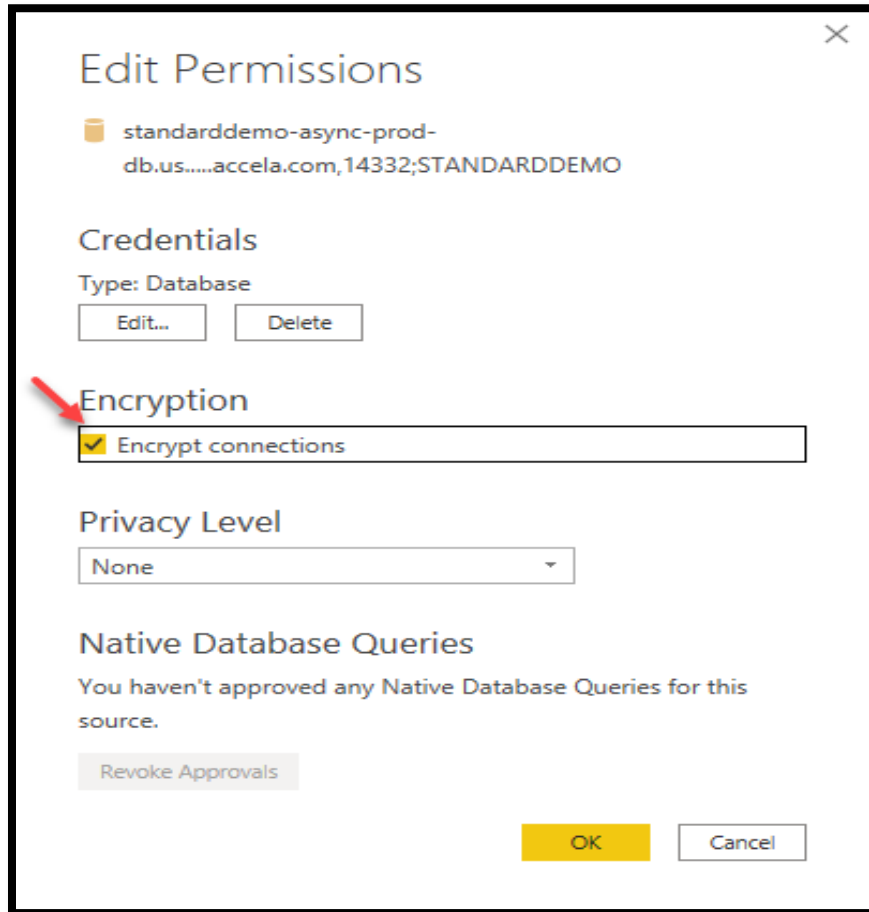
- 1. Open Power BI Desktop
- 2. Open your Power BI File
- 3. Edit the existing connection
 - a. File... Options and settings:



b. Edit Permissions:



c. Check the box to Encrypt connections:



4. Click OK

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$5,709,986.86 ("Maximum Contract Amount").
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any third-party claims, actions, losses, damages, judgments and/or liabilities (“Claims”) arising out of the negligent acts, errors, or omissions of Accela or its employees, agents, or subcontractors, provided that COUNTY: (a) provides Accela notice of such Claim as soon as practical, (b) provides reasonable cooperation to Accela in the defense and/or settlement of such Claim, and (c) grants Accela the sole and exclusive control of the defense, litigation and settlement of such Claim. It is the specific intent of the parties that the foregoing indemnification shall not apply to Claims arising from the negligence or willful misconduct of COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability / Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under CGL, Auto Liability and Workers' Compensation insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to the COUNTY.
5. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
6. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements as required by this Agreement. The certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require endorsements required by these specifications, at any time.
7. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
8. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance that is usual and customary for the service or product they're providing in relation to this agreement, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

10. Special Risks or Circumstances – COUNTY reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit D

Accela, Inc., Consulting Services Policy

(Remainder of Page Intentionally Left Blank. Exhibit Continues of Next Page.)

Exhibit D

Accela, Inc.

Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of any order form, agreement, or statement of work (collectively and each an "Order") between Accela and the entity receiving services ("Customer") that incorporates the Policies by reference and are in addition to the terms and conditions for Consulting Services set forth in the License Agreement (as defined below). Accela on-premises software or subscription services for Accela software (SaaS) is governed by the license agreement between the Customer and Accela (the "License Agreement").

Consulting Services Covered

Accela provides a variety of services covered by these policies, including but not limited to consulting, implementation, configuration, and custom training services.

Performance of Services

Accela shall provide the services in accordance with the following processes and policies:

- Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- Consulting Services provided by Accela on a "Time and Material" basis are not subject to acceptance criteria by the Customer, unless otherwise set forth in the applicable Order.
- Consulting Services are provided eight hours a day, Monday through Friday (Accela recognized holidays excluded) during Accela regular business hours. Hours worked more than eight hours or holidays are generally subject to 2x the Consulting Services hourly or daily fee.
- All Consulting Services must be scheduled. Accela will contact the Customer regarding the schedule and notify the Customer (email accepted) of the date for commencement of the Consulting Services. Unless otherwise set forth in the Customer Order, the Customer must contact Accela a minimum of five business days to reschedule the Consulting Services' start date. If the Customer does not contact Accela to reschedule the Consulting Service start date as set forth in the Customer Order or where no reschedule time is stated, a minimum of five (5) business days, the Customer is responsible for any expenses incurred by Accela due to the Customer failure to notify Accela properly.
- Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- Accela owns all intellectual property right in all documents, work product, and other materials prepared by Accela or delivered to the Customer during the course of performing the Consulting Services, including any items identified as such in the Order (collectively, the "Deliverables"). Excluding Accela Software, and subject to the Customer payment of all fees for the Consulting Services, Accela grants the Customer a license to use the Deliverables subject to the terms and restrictions applicable to the License Agreement, as such terms apply to Accela's software and SaaS services..

To efficiently provide the Customer with Accela Consulting Services, the Customer will:

- Secure all necessary licenses, permits, and comply will all applicable law concerning the Consulting Services before the Consulting Services start date.

- Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- Have all equipment ready and available for Accela's access to perform the Consulting Services.
- Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Order.
- Unless otherwise set forth in the Order, the Customer agrees to reimburse Accela for all actual, documented, and reasonable travel and out-of-pocket expense incurred by Accela in the Consulting Services' performance. Unless otherwise agreed in advance, Accela's consultants shall travel using economy class flights, reasonable business appropriate accommodations, and standard size car rentals.

Privacy

Any personal information (PII) that the Customer provides to Accela or Accela accesses during the provisioning of the Consulting Services is subject to Accela's Privacy Policy at <https://www.accela.com/privacy-policy/>. The Customer represents and warrants that the Customer has received all applicable consents from persons whose personal information the Customer provides to Accela or may be accessed by Accela during Accela performance of the Consulting Services.

Supplemental Terms

For any Customer receiving Consulting Services from Accela that has not yet entered into a License Agreement, Customer, commencing on the first day Consulting Services are provided, Customer is granted a thirty (30) day license to use Deliverables (and any other Accela materials provided during such engagement, subject to the applicable License Agreement set forth at [accela.com/terms/](https://www.accela.com/terms/). At the end of the thirty (30) day license, if Customer has not entered into a new License Agreement referencing Consulting Services, Customer's license to the Deliverables granted under "Supplemental Terms" of this Policy is terminated.

Exhibit E

Accela Availability and Security Policy

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Exhibit E



Accela Availability and Security Policy

Service Availability:

Accela will 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 nine percent (99.9%) 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 will 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 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 carrier networks itself and the network by which Customer connects to the carrier networks 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 will 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 will 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 will 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 will 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 Fees Credited	Monthly Service
>99.9%		0%	
95.0% -	< 99.9%	5% (max of	\$280)
90.0% -	< 95.0%	10% (max of	\$560)
80.0% -	< 90.0%	20% (max	\$840)
70.0% -	< 80.0%	30% (max of	\$1,120)
60.0% -	< 70.0%	40% (max of	\$1,400)
<	< 60%	50% (max of	\$2,800)

Customer Account Login:

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

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela’s audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela’s partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at <https://azure.microsoft.com/en-us/overview/security/>.

Exhibit F

Accela, Inc., Consolidated SaaS Support Policies

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Exhibit F

Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Accela.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

Policy 1

Accela, Inc. Standard SaaS Support Services Policy Dated: May 31, 2023

This Accela Standard SaaS Support Services Policy (“Support Policy”) governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement (“Agreement”) entered into between Accela and the recipient of such services (“Customer”). This Support Policy may be updated from time to time by Accela at its sole discretion.

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 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, will be available in English to your identified Authorized Customer Contacts 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 specific archived Software updates and other technical information available to customers 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

Authorized Support 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 discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(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 of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including, without limitation, 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 Authorized Support Contacts account and/or an admin account and/or Customer's 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 Customer's Agreement.

(7) Exclusions

This Support Policy does not cover the following Support Exclusions:

- a. Support required due to Customer’s or any End User’s or third party’s misuse of the Services;
- b. Support during times outside of Accela’s regular business hours stated above;
- c. Support necessitated by external factors outside of Accela’s reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
- d. Support of or caused by customizations (if outside of Accela’s best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
- e. Support of or caused by Customer’s or any End User’s or third party’s equipment, software, or other technology (other than third party equipment within Accela’s direct control);
- f. Support to resolve or work-around conditions which cannot be reproduced in Accela’s support environment and
- g. Support of any software add-ons supplied together with the Service (except where specified in the Customer’s Agreement).

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

(1) 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 SaaS product.

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

(2) 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 include 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.

Policy 2

Accela, Inc. Preferred SaaS Support Policy Dated: May 31, 2022

This Accela Preferred SaaS Support Services Policy (“Support Policy”) governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement (“Agreement”) entered into between Accela and the recipient of such services (“Customer”). This Support Policy may be updated from time to time by Accela at its sole discretion. This Support Policy only applies to Customers that have purchased Preferred Level Support.

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 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 Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Support Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela support engineers will follow through on the case for the Authorized Support Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers 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 ten (10) 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 Support 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: Authorized Support 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 discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(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 of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation: 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 **Authorized Support Contacts** account and/or an admin account and/or Customer's 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 Customer's Agreement.

(7) Named Technical Support Advisor: Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversight for any support cases created with Accela. They will also facilitate the following:

1. **Scheduled calls to review open support tickets with Accela; and**
2. **A monthly service review to review overall support performance.**

(8) Monthly APO Data Loads: The Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity-level case.

(9) Exclusions: This Support Policy does not cover the following Support Exclusions:

- a. Support required due to Customer's or any End User's or third party's misuse of the Services;
- b. Support during times outside of Accela's regular business hours stated above;
- c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
- d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
- e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
- f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
- g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

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

(1) 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 SaaS product.

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

(2) **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 hour ^a
2	4 hours ^a
3	8 hours ^a
4	24 hours ^a

^a Initial response times are 24x7, including 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.

Exhibit G

Accela, Inc., Data Storage Policy

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ACCELA, INC. DATA STORAGE POLICY

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars (\$1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars (\$1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, Contractor will, upon request, provide Licensee with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

History and log data will be available to customers in real time for up to 2 years in production and 1 year in non-production, unless otherwise specified. After 2 years, the history data will be archived and retained for up to 7 years. This data will be provided to the customer upon request.

Frequently Asked Questions

Can Licensee track its storage usage on the Accela Cloud?

It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

What will happen if Licensee exceeds its storage limit?

If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand (\$1,000) per 500GB of usage will be billed at the time of subscription renewal.

Can I increase my storage limit?

Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one thousand dollars (\$1,000) per year.

Exhibit H

Accela, Inc., Enhanced Reporting Database Policy

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Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database (“ERD”) policy (“Policy”) is an agreement between Accela, Inc. (“Accela”) and the agency receiving Accela subscription services and identified in an applicable Order (“Customer”). The ERD subscription license gives the Customer direct, read-only access to a database that is a replicated copy of Customer’s Accela Civic Platform Tenant Transaction Database (“Transaction Database”). In addition to the terms and conditions of the applicable subscription agreement, Customer’s use of ERD is governed by the terms and conditions as set forth below. In case of a conflict between this Policy and the subscription agreement, this Policy shall take precedence. Notwithstanding anything to the contrary, Accela reserves the right to revoke Customer’s license should Customer fail to comply, in whole or part, with any of these terms.

1. ERD is SQL Server-based and is a real-time replica of the entire Transaction Database for use via service accounts. ERD is intended to be used by Customers as a source database from which to replicate certain Customer content.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between ERD and the Transaction database instances (Accela estimates the databases will be synced within seconds); however, in some circumstances, this may take several minutes.
3. ERD may only be accessed by using authentication credentials provided to Customer by Accela over an encrypted connection and from an IP address that is on Customer’s allow-list.
4. Accela provides ONE (1) set of credentials for each ERD tenant instance. A Customer may request up to FOUR (4) additional credential sets for system integrations needing an ERD connection via the Support channel. Requests exceeding FOUR (4) accounts will be approved or disapproved in Accela’s sole discretion.
5. ERD functionality is subject to applicable regulatory and compliance requirements. Credential passwords expire every 90 days, and passwords resets are the Customer’s sole responsibility. One set of Credentials is intended for use by a single system or a unique user. Customer may not share credentials across systems or users.
6. Customer must provide static, agency owned/reserved IP addresses to Accela. Each approved IP address becomes part of the Customer allow-list. If Customer attempts to access ERD from an IP address not on the allow-list, Customer’s access will be denied. IP addresses can be added to or removed from the allow-list by contacting



Accela Support. Customer-owned IP ranges in excess of 5 IP addresses will be approved or disapproved in Accela's sole discretion.

7. ERD is read-only and does not support updates, native system-level data synchronization, mirroring capabilities or log shipping.
8. ERD is only supported in Accela's subscription service solution hosted in Accela's Azure environment.
9. Notwithstanding anything to the contrary, (1) ERD will be supported as per Accela's Standard SaaS Support Service Policy in the Accela Software Support Services Policies (SaaS) document attached hereto and (2) Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's subscription service environment (even if they are interfacing with ERD).
10. Customer agrees to work in good faith with Accela to mitigate any performance issues that might arise from, for example, overuse or abuse of ERD.
11. Notwithstanding anything to the contrary, Accela reserves the right to interrupt any session that is running against ERD if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of, for example, long remote queue length, long open transactions, or replication latency to ERD.
12. If Customer has Enhanced Reporting Database, pricing will be 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.