

SYSTEM UPGRADE AGREEMENT
BETWEEN
SANTA BARBARA COUNTY
AND
ACCELA, INC.

DATED January 8, 2008

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- Exhibit A - Purchase Price
- Exhibit B - Payment Schedule
- Exhibit C - Proposed Project Teams
- Exhibit D - Statement of Work
- Exhibit E - Version Release Taxonomy
- Exhibit F - Equipment and Software Configuration
- Exhibit G - Project Plan
- Exhibit H - Escrow Agreement

SYSTEM UPGRADE AGREEMENT

This System Upgrade Agreement (the “Agreement”) is entered into as of the 8th day of January, 2008 (the “Execution Date”), by and between the County of Santa Barbara, California (“County”), and Accela, Inc. (“Contractor”, as described further below).

RECITALS

The Planning and Development department of the County of Santa Barbara (“Department”) requested the Contractor provide a proposal for upgrading the existing Accela Enterprise Land Use Permit Tracking Information System used by the Department and other County departments involved in the land use and building permit application review process.

Contractor submitted a Statement of Work in response to request, dated 19th day of July, 2007;

The Department evaluated the Statement of Work and determined the Contractor had submitted a reasonable proposal for the upgrade project;

Contractor desires to enter into an agreement with County to meet the needs of County for the Accela Enterprise upgrade and associated services; and

County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor’s furnishing to County the Accela Automation system and associated services; and

The parties agree they will perform their respective obligations as described below in this Agreement, subject to approval and funding by applicable government agencies for the term of the Agreement and the occurrence of other contingencies, if any, as described in Exhibit A.

Therefore, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions. The following terms as used throughout this Agreement shall have the meanings as set forth below.

1.1 “Acceptance”: A Notice from County to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in Section 7.3.

1.2 “Acceptance Criteria”: The Specifications against which each Deliverable shall be evaluated in accordance with Section 7.3 and Exhibit D and County’s satisfaction for Services which are not subsumed in a Deliverable.

1.3 “Acceptance Tests”: The tests or reviews that are performed by County to determine there are no Deficiencies in the Deliverables and that must be satisfied before Acceptance can occur as set forth in Section 7.3 and Exhibit D, including without limitation User Acceptance Tests on Functions and on the System.

1.4 “Application Software”: The Proprietary Software, Custom Software, and Third-Party Software licensed or sublicensed to County from Contractor.

1.5 “Certification”: County’s receipt of notice and full supporting and written documentation (including without limitation test results) from Contractor that Contractor has, as applicable: completed a Deliverable in accordance with its Acceptance Criteria or pre-tested the System for compliance with the Specifications; and confirmed the Deliverable, including but not limited to the System, is ready for applicable Acceptance Tests.

1.6 “Change Order”: A written form, in response to a Change Request, that is mutually agreed to in writing by County and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 14.

1.7 “Change Request”: A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 14.

1.8 “Charges”: The amount(s) to be paid for reasonable travel and out of pocket expenses incurred for visits to County as authorized under this Agreement, in whole or in part, as described in Exhibit A (Purchase Prices).

1.9 “Confidential Information”: Various trade secrets and information of each party that either Contractor or County desires to protect against unrestricted disclosure, including without limitation; with respect to Contractor, the Contractor Technology; with respect to County, the Configuration and County non-publicly available Data; nonpublic Specifications; the Software; any nonpublic information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party and, subject to Section 17.1.2, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are also hereby designated County Confidential Information: client and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, and law enforcement records, and such other Confidential Information as is described in this definition.

1.10 “Configuration(s)”: Set up and customization of the following objects to be delivered by the Application Software: tables, schema (i.e., the program language with processes and business logic), County calculation rules, functions, features, operations, infotypes (i.e., screens) and reports for the Application Software produced by Contractor.

1.11 “Contractor”: Accela, Inc., its employees and agents.

1.12 “Contractor Project Manager”: The individual chosen by Contractor and approved by County with management responsibilities for Contractor, as described in Section 4.2.

1.13 “Contractor Technology”: Intellectual property owned by Contractor prior to the Effective Date (including modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; and Contractor’s Confidential Information.

1.14 “Conversion”: The Services performed by Contractor for converting historical and other Data for Processing by the Software and System as described in Exhibit D.

1.15 “Converted Data”: The Data which has been successfully converted by Contractor, from the existing Accela Enterprise system, for Processing by the System.

1.16 “County Project Director”: The person designated by County to be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom County signature authority has been delegated in writing. The terms includes, except as otherwise provided herein, an authorized representative of the Project Director acting within the limits of his/her authority.

1.17 “County Project Manager”: The person designated by County to be responsible for day-to-day management of County resources for the Project and monitoring the status of Contractor’s performance under the Agreement.

1.18 “Critical Event(s)”: The events and Deliverables listed as such in Exhibit B.

1.19 “Custom Software”: The modifications and changes to the Application Software and other software, including without limitation Interfaces, designed, developed or produced by Contractor under the Agreement.

1.20 “Data”: County’s records, files, forms, data and other documents, including but not limited to Converted Data.

1.21 “Date Warranty”: The warranty provided in Section 11.3.

1.22 “Days”: Calendar days, unless otherwise indicated.

1.23 “Deficiency”: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.

1.24 “Deliverables”: Contractor’s products which result from the Services and which are prepared for County (either independently or in concert with County or third parties) during the course of Contractor’s performance under this Agreement, including

without limitation deliverables which are described in Exhibit A, in Change Orders, and Reports, as well as all designs, structures, and models developed in the course of rendering the Services and incorporated into such products.

1.25 “Delivery Date(s)”: The dates described in the Work Plan for the delivery of the Deliverables and Services to County.

1.26 “Detailed System Design Deliverable”: The Deliverable containing the detailed design for the System. The Deliverable will include but not be limited to the user interface designs, detailed design Specifications for each Software module inclusive of purpose, logical flow, inputs, outputs, Interfaces and Function test conditions, the physical database design based on detailed design Specifications, Software module designs and associated planned test conditions, and the design for the System to meet Performance Standards.

1.27 “Dispute Resolution”: The process for resolving disputes as described in Section 13.

1.28 “Documentation”: All operations, technical and User manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Application Software.

1.29 “Effective Date”: The date of written approval of the Agreement by the County as evidenced by the Board of Supervisor’s approval of the Agreement.

1.30 “Enhancements”: All updates, upgrades, additions, and changes to, and future releases for the Application Software in whole or in part, including without limitation: (1) updated versions of the Application Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (2) updated versions of Application Software that encompass improvements, extensions, Maintenance updates, error corrections, or other changes that are logical improvements or extensions of the Application Software supplied to County.

1.31 “Equipment”: The computer hardware on which the Software shall operate following its delivery, all operating system software for use with the Equipment, and telecommunications facilities and services as listed in Exhibit F.

1.32 “Execution Date”: The date of execution of the Agreement by County and Contractor representatives, as noted in the preamble to the Agreement.

1.33 “Final Acceptance”: Acceptance of the System following successful completion of the Final Acceptance Tests.

1.34 “Function(s)”: A discrete capability or function of the Software as described in Exhibit D.

1.35 “Go-Live”: For particular Deliverables or Services, the event that occurs after Acceptance of such Deliverables or Services; for the System as a whole, the event that occurs after Final Acceptance.

1.36 “Holdback”: The payment amounts held back by County from each Deliverable Purchase Price, as documented in Exhibit B.

1.37 “Implementation”: The process for making the System fully Operational in County for Processing the Data in County’s normal business operations. Implementation shall be completed when Contractor has completed the Implementation Services according to the Work Plan and Statement of Work.

1.38 “Interfaces”: Custom Software that is developed by Contractor for transmitting Data between the System and other systems.

1.39 “Key Staff”: Contractor’s key personnel.

1.40 “Maintenance”: Services which will be performed by Contractor pursuant to Section 12 of this Agreement and existing and future Support and Maintenance Agreements.

1.41 “Material Software Error”: A Software error where the System or application (component) is non-functional or seriously affected and there is no reasonable workaround available.

1.42 “Maximum Amount”: The maximum amount payable by County to Contractor under this Agreement as described in Exhibit A.

1.43 “Migrated Data”: The Data which has been successfully migrated by Contractor, from the existing Accela Enterprise system, for Processing by the System.

1.44 “Notice”: A written document given by a party to the other in accordance with Section 22.23.

1.45 “Object Code”: The binary code version of a Software program loaded into a computer’s memory to enable it to perform a program function.

1.46 “Operational”: The condition when the System is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of County, and all of the Data has been loaded into the System and is available for use by County.

1.47 “Operations”: Services which will be performed by Contractor following User Acceptance.

1.48 “Processing”: The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

1.49 “Project”: The planned undertakings regarding the activities during the Agreement.

1.50 “Property”: All County Equipment and other County real and personal property.

1.51 “Proprietary Software”: All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date or which are developed during the term by Contractor Staff in performing work that is for the County, and any modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.

1.52 “Purchase Price(s)”: The price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit A.

1.53 “Report(s)”: Documents provided by Contractor to County regarding Project activities, events and Services provided.

1.54 “Schedule”: The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.

1.55 “Self-Help Code”: Any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

1.56 “Services”: The tasks and services to be performed by Contractor on the Project, as described in the Agreement, including without limitation Project management, testing, production and delivery of the Deliverables, Conversion, Implementation, Training, Warranty Services, Operations, Support, and Maintenance.

1.57 “Site(s)”: The location(s) for the County or Contractor Equipment and Software, as agreed to by County.

1.58 “Software”: The Application Software, the Configuration, and all Enhancements thereto all in Source Code and Object Code formats. Enhancements provided by Contractor prior to completion of the Project and during Operations, Support, and Maintenance shall be included as part of the Software.

1.59 “Source Code”: The series of instructions and statements written by a computer programmer that are converted into computer language by compilers, assemblers or interpreters to direct the computer to perform its functions.

1.60 “Specifications”: The technical and other written specifications that define the requirements: as described in subsequent Deliverables which have received

Acceptance, the Documentation; and as listed on Exhibit D. Such Specifications shall include and be in compliance with all applicable County, State and federal policies, laws, regulations, and codes. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.

1.61 “Staff”: Contractor’s employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

1.62 “State”: The State of California.

1.63 “Subcontractor”: A person, partnership, or company, not in the employment of or owned by Contractor, which is performing Services under this Agreement under a separate Agreement with or on behalf of Contractor.

1.64 “Support”: The technical and customer support Services which are described in Section 12 of this Agreement and Support and Maintenance Agreements.

1.65 “System”: The complete collection of all Software, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment. The System, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of California, for purposes of this Agreement.

1.66 “Third-Party Software”: Software which is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for County, including without limitation operating system software, tools, utilities, and commercial-off-the-shelf software.

1.67 “Training”: The training Services to be provided by Contractor to County, as described in Exhibit D and any Training Deliverable.

1.68 “Unauthorized Code”: Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

1.69 “User(s)”: Parties who will have use of and access to the System.

1.70 “User Acceptance Tests”: Preliminary and Final Acceptance Tests of the entire System.

1.71 “Work Plan”: The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project, as submitted in accordance with Section 7.2 of this Agreement. The Work Plan shall be incorporated herein as part of the Deliverables, and each revised Work Plan shall be incorporated herein upon its Acceptance by County.

2. Term. The term shall begin on the Effective Date and shall continue for so long as County observes the terms and conditions of the Software licenses granted hereunder or until terminated by either party in accordance with the termination provisions of this Agreement.

3. Financial Matters.

3.1 Purchase Prices. Except as otherwise provided herein, and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for each Deliverable as described in Exhibit A.

3.2 Charges. Except as otherwise provided herein and upon County's receipt of a correct invoice and supporting receipts, County shall pay the reasonable, undisputed Charges for the Services which are not included in the Purchase Prices and which are described in Exhibit A within 30 days of receipt of such an invoice for Services provided in the previous month.

3.3 Maximum Amount. The Maximum Amount payable under the terms of this Agreement shall be as set forth in Exhibit A.

3.4 Transportation and Insurance Charges. The costs associated with transportation, delivery and insurance for each Deliverable, if any, shall be paid for by Contractor.

3.5 Taxes. County shall pay Contractor for any sales or use taxes imposed on the Deliverables if County receives an invoice from Contractor for such taxes within one year of the due date. Contractor must pay all other applicable taxes including, but not limited to, taxes based on Contractor's income or revenue or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

3.6 Contractor Expenses. County shall pay Contractor's reasonable out-of-pocket expenses which are pre-approved in writing and which are incurred in connection with providing the Services, and such expenses shall be subject to the Maximum Amount. However, Contractor shall be responsible for payment of all expenses related to salaries, benefits, employment taxes, insurance, travel and per diem for its Staff.

3.7 Invoices. Contractor shall submit correct invoices to the County Project Manager during the Project and the County Project Director during Maintenance for all Charges, Purchase Prices and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the County Project Manager during the Project and the County Project Director during Operations, Support and Maintenance or their designees prior to payment. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.7 of the Agreement. Incorrect or incomplete invoices will be returned by County to Contractor for correction and reissue. The Agreement and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide detailed information and in a format as requested by County, including without limitation:

- 3.7.1** Contractor name, address, telephone number and federal tax identification number;
- 3.7.2** An itemization of each Deliverable;
- 3.7.3** The Deliverable for which payment is sought, and the Acceptance date triggering payment;
- 3.7.4** Applicable Purchase Prices and Charges;
- 3.7.5** Date of delivery and/or date of installation, as applicable;
- 3.7.6** Any other Project costs with a detailed, itemization of such costs, if applicable;
- 3.7.7** Sales or use taxes, if applicable;
- 3.7.8** Credits, if any; and
- 3.7.9** Total amount due.

3.8 Funding.

3.8.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such nonallocation or nonfunding, as provided in the notice, will cease and terminate.

3.8.2 If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 20.5. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed, with Contractor's Charges for such Services and Purchase Prices for associated Deliverables determined in accordance with those in the Statement Of Work. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 20.5.3 and Section 20.7. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 20.5 and Section 20.7.

3.8.3 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3.9 Most Favored Customer. Contractor agrees all the prices, terms, rates, warranties, and benefits granted by Contractor are comparable to or better than the terms, prices, warranties and benefits, being offered by Contractor to any present customer meeting similar qualifications or requirements as County as of the Effective Date. Except as otherwise herein provided, if Contractor shall, during a period of six(6) months following the Effective Date of this Agreement, enter into arrangements with any other customer providing greater benefits or more favorable terms, Contractor shall be obligated to provide the same to County.

3.10 Overpayments to Contractor. Contractor shall promptly pay to County the amount of any erroneous payment or overpayment which remains after County and Contractor agree that there are no other outstanding amounts owed to Contractor by County, provided that a) County provides to Contractor a Notice of an erroneous payment or overpayment to which Contractor is not entitled, b) Contractor is able to verify that an erroneous payment or overpayment has occurred. If Contractor fails to make a timely refund within thirty (30) calendar days after occurrence of the foregoing conditions, County may charge Contractor one percent (1%) per month on the amount due until paid in full.

3.11 Advance Payments Prohibited. No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Agreement.

3.12 Credits. Any credits due County under this Agreement may be applied against Contractor's invoices with appropriate information attached, upon giving of Notice required herein, if any, by County to Contractor.

3.13 No Increases. Contractor shall not increase the Maximum Amount due from County under this Agreement for all Services and Deliverables, Purchase Prices, or other Charges during the term of this Agreement as described in Exhibit A except pursuant to a change order negotiated by the parties as provided in this Agreement.

4. Project Management.

4.1 Reports and Meetings.

4.1.1 Contractor shall produce the Reports and the parties shall participate in the meetings described below in person, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference. All Reports shall be produced in formats approved by County and delivered in accordance with the Schedule and the terms of this Agreement.

4.1.2 The Contractor Project Manager and other Key Staff shall attend weekly status meetings with the County Project Manager and other members of County's Project team during the Project. These weekly status meetings shall follow a preset agenda jointly prepared by the Contractor Project Manager and County Project Manager, but will also allow both Contractor and County to discuss other issues that may concern either party. Every other

week, written status reports shall be provided. The format and level of detail for the status Reports will be jointly established by the project managers for the parties.

4.1.3 The Contractor Project Manager shall attend, at a minimum, bi-weekly change control and work plan review meetings of County for the Project.

4.1.4 As reasonably requested by County, the Contractor Project Manager shall assist the County Project Manager in preparing and shall prepare special Reports and presentations related to the Project management. The Contractor Project Manager shall also provide or produce such Reports or information as are reasonably requested by the County Project Manager regarding the Project.

4.2 Contractor Project Manager.

4.2.1 Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by County prior to his or her appointment as Contractor Project Manager. The approval process may include, at County's discretion, an interview with the proposed Contractor Project Manager. County will not unreasonably delay or deny approval of the Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the County Project Manager.

4.2.2 Contractor agrees and represents that the Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall be able to make binding decisions pursuant to this Agreement for Contractor. The Contractor Project Manager or other substitute Project management personnel for Contractor shall be at the Site as reasonably requested by County until Final Acceptance of the System.

4.2.3 The Contractor Project Manager shall not be changed from the person proposed in Exhibit C, except as provided in Section 4.3.2. If the Contractor Project Manager is removed or replaced, Contractor will promptly provide Notice to County, submit a resume, and obtain approval of the replacement Contractor Project Manager from County, prior to his or her beginning work on the Project.

4.2.4 Any written commitment by the Contractor Project Manager and persons designated by him or her in writing for this purpose, within the scope of this Agreement, shall be binding upon Contractor.

4.3 Contractor Staff.

4.3.1 Contractor shall have provided to County an organization chart of Contractor's Staff, including names of Key Staff for the Project and positions during Operations, Support, and Maintenance. Contractor shall also provide to County job descriptions for Key Staff positions.

4.3.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed during the Project from the people who were described in Section 4.3.1 and until Final Acceptance of the System without the prior written approval of County, which approval will not be unreasonably denied or delayed. During the term of the Agreement, County reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Agreement, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by County, which approval will not be unreasonably denied or delayed. Contractor shall provide County with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Agreement prior to commencing any Services.

4.3.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced.

4.3.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from County for any judgments rendered against Contractor, its Subcontractors or agents.

4.3.5 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor will indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 County Project Manager. The Contractor Project Manager's primary point of contact in matters of Project management shall be the County Project Manager. The County Project Manager or his or her designee or successor will manage this Agreement on behalf of County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement.

4.5 Records Retention and Access Requirements.

4.5.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the following terms regarding retention of records and access for County, State and federal government officials.

4.5.2 Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflects the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for six years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this Agreement.

4.5.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the County Project Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. Access to these items will be provided within Santa Barbara County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

4.5.4 The records retention and review requirements of this section shall be included by Contractor in any of its subcontracts with Subcontractors. County's personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit.

4.5.5 Contractor shall provide right of access to its facilities to County, or any of County's officers or to any other authorized agent or official of the State of California or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

4.6 Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.7 Supplemental Contracts. County may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such other contractors and County in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

5. Services and Resources.

5.1 Performance. Contractor shall begin to perform the Services on the Effective Date. Contractor shall perform the Services as described in this Agreement and in accordance with the Work Plan.

5.2 Necessary Resources. Contractor shall provide the personnel and all other materials and resources necessary to perform its obligations hereunder.

5.3 Ownership. It is not intended that Contractor shall purchase any Property on County's behalf during the term of this Agreement. Contractor acknowledges that title to all Property furnished by County shall remain in County.

5.4 Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the County Project Manager, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property. Contractor shall protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor's willful misconduct or negligent acts or omissions. Contractor shall ensure that the Property is returned to County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted.

5.6 Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property. Contractor shall surrender to County all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 County Property and Facility. County will provide Contractor access to and use of the County Equipment for development, testing and Implementation of the System and other Property as described in Exhibit A. Contractor's use of the County Equipment shall be subject to County's security, administrative and other requirements, and County's Acceptable Use Policy.

6. Equipment.

6.1 Contractor Equipment. Contractor shall not provide any Equipment for this Project.

6.2 County Equipment. County shall provide Equipment at County's Sites as described in Exhibit F. Contractor shall install Software on County's Equipment as indicated in the Work Plan.

6.3 Equipment Compatibility

6.3.1 Contractor's Proprietary Software will function in accordance with the Specifications and Documentation for the System on the Equipment specified in Exhibit F of this Agreement. Contractor shall not be responsible for the performance of Contractor's Proprietary Software in combination with other product elements or components not supplied by Contractor except to the extent that Contractor has provided the interface between such equipment and such third-party products, elements or components pursuant to this Agreement.

6.3.2 For any Equipment County wishes to use that is not specified in Exhibit F, Contractor shall provide minimum criteria for the Proprietary Software to run and will review and will be available to discuss that criteria with County's Equipment suppliers or consultants.

7. Deliverables.

7.1 General.

7.1.1 Contractor shall provide County with the Detailed System Design Deliverable and the other Deliverables according to the Work Plan and as described in the Statement of Work and other parts of this Agreement. Contractor shall utilize the Specifications, the Work Plan, the Statement of Work, the Deliverables for which County has previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until Go-Live and shall provide County on its request with a copy thereof until that time.

7.1.2 To the extent indicated in the Statement of Work and Work Plan, Deliverables shall be subject to County's Acceptance, including without limitation Deliverables provided pursuant to Change Orders. County's review of Deliverables shall be in accordance with the time frames therefore set forth in the Work Plan.

7.2 Work Plan.

7.2.1 The Work Plan is attached hereto as part of Exhibit D.

7.2.2 Contractor shall provide updates to the Work Plan regularly (no less than monthly) and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected Schedule for such activities, tasks, events and Services. The Work Plan shall provide detailed information, in a Microsoft Project (Version 2000 or later) document, including but not limited to tasks, Deliverables, Schedule, task dependencies, identification of resource requirements, and Payment Schedule. The Work Plan shall be inclusive of the mutual expectations and of the work to be performed by County and Contractor in order to complete the Project successfully. Any such update changes must be agreed upon by County prior to their final incorporation into the Work Plan. However, County's agreement on a change to the official Work Plan shall not relieve Contractor of liability for damages arising from such failures to perform its obligations as required herein unless County otherwise specifically agrees in writing to waive such damages. Contractor shall maintain updated copies of its detailed work plans in a common server drive accessible by County.

7.2.3 The Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by County. Approval for schedule adjustments proposed by Contractor hereunder, other than those related to correcting Deficiencies, will not be unreasonably denied or delayed by County. However, the Schedule may, in County's discretion, be extended on a day-to-day basis to the extent that County's review of a Deliverable and review of corrections of Deficiencies in accordance with

the Acceptance process and Acceptance Criteria is longer than described in the Schedule. County recognizes that delays during the Implementation period may have adverse collateral effects on Contractor's overall work schedule. Although Contractor will use its best efforts to immediately resume work following such a delay, the Schedule may be delayed by more than the number of days delayed by County.

7.3 General Acceptance Process for Deliverables. As provided in the Statement of Work and Work Plan, Contractor will notify County upon completion of those Implementation services subject to testing. For a period not to exceed thirty (30) Days in duration ("Test Period"), County shall evaluate the operation of the implemented Contractor Software Deliverables in a test environment or using test data. If County reasonably determines that its Operational use of the Deliverables is substantially impaired by one or more Material Software Errors in the Deliverables, County will notify Contractor in writing prior to the completion of the Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of an Adverse Notification, Contractor will correct any identified and reproducible Material Software Error in the Deliverables within a reasonable time and County may retest the Deliverables for as many as fifteen (15) additional Days. Acceptance will be deemed to occur when a) County notifies Contractor that the Deliverables have successfully completed County's Acceptance Tests; or b) the Test Period or subsequent retesting period(s) are completed without an Adverse Notification being received by Contractor from County, whichever first occurs.

7.4 Final Acceptance Tests.

Upon System Go-Live, County will use the System for Live Operations for a minimum period of thirty (30) Days. Final Acceptance of the System shall occur when the System performs in accordance with the Acceptance Criteria specified in the Statement of Work (Exhibit D) and the System operates without any Material Software Errors. Acknowledgement of Final Acceptance will trigger payment of the final milestone as provided in Exhibit B. However, if during this final testing period, the System does not perform in accordance with the Acceptance Criteria or if the System contains one or more Material Software Errors, County shall immediately notify Contractor of the defect. Upon notification of such defect, Contractor shall have a reasonable time to correct the non-conformance. Within five (5) business days after receipt of a correction from Contractor, County shall retest the corrected function(s) for another ten (10) business days and report further non-compliance, if any, with the Acceptance Criteria. If the System has passed the Acceptance Criteria without any new or uncorrected Material Software Errors within the ten (10) business day period, the System shall be deemed to be accepted and Contractor may issue an invoice for the final payment in accordance with Section 3.7 (Invoices) of this Agreement.

7.5 Protection. Contractor shall continuously protect all Deliverables and backups for such Deliverables from damage, destruction or loss caused by the acts or omissions of Contractor and its Staff. During the period Deliverables are in transit and in possession of Contractor, its carriers or County prior to their Acceptance, Contractor and its insurers, if any, shall bear the risk of loss or damage to such Deliverables, unless such loss or damage is caused by the negligence or intentional misconduct of County. Except as otherwise specifically provided herein, after County provides Acceptance for a Deliverable, the risk of loss or damage

will be borne by County, except loss or damage attributable to the negligence or willful misconduct of the Contractor.

7.6 Delivery. Contractor shall deliver the Deliverables pursuant to this Agreement on or before the applicable Delivery Dates in the Work Plan. All such deliveries made pursuant to this Agreement must be complete. Contractor shall deliver the Deliverables in formats agreed to by the parties. All packages must be accompanied by a packing slip which identifies all items included with the shipment and County's purchase order number. Contractor's delivery receipt must be signed by an authorized representative of County for all deliveries made hereunder.

7.7 Representation. By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Agreement. By unconditionally giving Acceptance for a Deliverable, County represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

7.8 Knowledge Transfer. While constructing and developing the Deliverables, Contractor shall demonstrate and provide information to staff designated by County about the functions and operations of all such Software in accordance with the Specifications and the Work Plan.

7.9 Source Code.

Subject to County's execution of the applicable escrow documents, Contractor shall, on or before the occurrence of Go Live for the Contractor Software, enroll County as a Preferred Beneficiary of the applicable Contractor Source Code escrow account with Iron Mountain Intellectual Property Management ("Iron Mountain") (formerly known as DSI Technology Escrow Services) (the "Escrow Agent"), as further defined in Exhibit H. A copy of Contractor's Master Preferred Escrow Agreement with Iron Mountain is attached at Exhibit H. The location of the escrow shall be Iron Mountain's storage facilities in Norcross, GA.

8. Licenses.

8.1 Grants. Contractor retains full ownership in the software and hereby grants to County a limited, nonexclusive, perpetual license to use, demonstrate, modify, and reproduce the Contractor Technology and the Specifications for County's internal purposes and for Processing data for other County agencies and other County tax-supported entities, subject to the following terms and conditions:

8.1.1 The Software may be installed on one or more computers but may not be used by more than the number of users for which the County has named user licenses. The Software is deemed to be in use when a user is logged into the System, regardless of whether a user is actively working with the Software. Contractor may audit County's use of

the Software to ensure that County has paid for an appropriate number of licenses. Should the results of any such audit indicate that County's use of the Software exceeds its licensed allowance, County agrees to pay all costs of its overuse as determined using Contractor's then-current pricing; any such assessed costs will be due and payable by County upon assessment. County agrees that Contractor's assessment of overuse costs pursuant to this Subsection is not a waiver by Contractor of any other remedies available to Contractor in law and equity for County's unlicensed use of the Software.

8.1.2 County may make backup copies of the Software only to protect against destruction of the Software. County may copy Contractor's documentation only for internal use for County purposes.

8.1.3 County may not make any form of derivative work from the Software, although County is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to County by Contractor.

8.1.4 County may not obscure, alter, or remove any confidentiality or proprietary rights notices.

8.1.5 County is liable to Contractor for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in County's possession or control.

8.1.6 County may use the Software only to process transactions relating to properties within its own geographical boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this Agreement.

8.1.7 County is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; County is not entitled to receive source code for the Software except pursuant to the Intellectual Property Escrow Agreement set forth in Exhibit H. All rights not expressly granted to County are retained by Contractor.

8.1.8 Contractor hereby grants to County a nonexclusive, perpetual license to use, demonstrate, modify, and reproduce the Third-Party Software, which Contractor provides to County or makes available to County in Object Code format, for County's internal purposes and for Processing data for other County agencies and other County tax-supported entities, subject to any terms and conditions expressed in click-through, shrinkwrap, or other application-level licensing contained within such software.

8.2 Term. The licenses hereunder are granted as of the date of delivery to or availability for County and continue until County returns the Contractor Technology and Third-Party Software and copies thereof to Contractor, erases such Contractor Technology and Third-Party Software from its Equipment's storage media, or decides to cease accessing the Software on Contractor's Equipment, as applicable.

8.3 Title. Contractor and its suppliers hold all right, title and interest in the Contractor Technology and Third-Party Software.

8.4 Documentation. Contractor shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then-generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services to County. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing County access to its web-based Documentation information. Contractor may also provide such information on CD-ROM. Contractor grants County a nonexclusive, perpetual, nonterminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge.

8.5 Copies. County will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Application Software and its Documentation. County will maintain records of all copies it makes of the Proprietary Software.

8.6 Restrictions. Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Software or any copy of it which is provided in Object Code format.

8.7 Replacements. County shall be entitled to exercise its rights to Application Software on the Equipment or any replacement equipment used by County, and with any replacement Third-Party Software chosen by County without payment of additional Charges, Purchase Prices or other amounts.

8.8 Third-Party Software Licenses. Prior to utilizing any Third-Party Software product that may be included as part of a Software Deliverable to County and that could be licensed directly to County by the licensor if the Third-Party Software would be installed on County Equipment, Contractor shall provide to County copies of any applicable license agreement from the licensor of the Third-Party Software to allow County to pre-approve such license agreement. Contractor shall assign to County such applicable licenses for the Third-Party Software upon Acceptance of the System.

8.9 Versions. Unless otherwise mutually agreed to in writing, Contractor shall, during the term of this Agreement, maintain any and all Software products at their most current version or no more than one version back from the most current version at no additional charge. Versions are categorized according to the Contractor's Release Taxonomy, incorporated herein as Exhibit E.

9. Ownership of County Items. County shall own all right, title and interest in and to its Confidential Information, County's intellectual property, the County Equipment and the other Deliverables, including without limitation the Configuration(s). Contractor shall take all actions necessary to transfer ownership of the Deliverables to County upon their Acceptance.

10. Implementation.

10.1 Implementation Phases. Contractor shall complete Implementation Services as described in the Work Plan, Exhibit D, and other parts of this Agreement.

10.2 Conversion. Contractor shall participate in and perform Services for Conversion as described in Exhibit D and the Work Plan.

10.3 Training. Contractor shall provide Training Services as described in Exhibit D and the Work Plan.

11. Warranties.

11.1 Deliverables. Contractor represents and warrants that each Deliverable, including without limitation the System, shall meet its material Specifications as provided herein following its Acceptance and during the term of paid Maintenance. In accordance with the terms and conditions of said paid Maintenance, Contractor shall immediately repair or replace each of the Deliverables that does not meet its material Specifications as provided herein.

11.2 Services.

11.2.1 Contractor represents and warrants that:

11.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality;

11.2.1.2 It shall give high priority to the performance of the Services; and

11.2.1.3 Time shall be of the essence in connection with performance of the Critical Events.

11.2.2 Contractor shall, within five (5) business days, re-perform Services which are not in compliance with such representations and warranties at no cost to County.

11.3 Date/Time Compliance Warranty.

11.3.1 Contractor warrants that the System and all data-related output or results produced by the System: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by County that may deliver date records from the Software, or interact with date records of the Software.

11.3.2 In the event of a breach of these warranties, Contractor shall immediately assign at least one knowledgeable and qualified Staff representative, who will begin

work after telephonic notice by County on curing such breaches. This representative will be dedicated to remedy the Deficiency, failure, malfunction, defect, or problem.

11.4 No Surreptitious Code.

11.4.1 Contractor warrants to County that the Software and Contractor Technology provided to County under this Agreement shall contain no Self-Help Code or unauthorized Code. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict County's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to County under this Agreement.

11.4.2 Contractor will defend County against any claim, and indemnify and hold harmless County against any loss, liability, claim, damages or expense arising out of any breach of this warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

11.5 Physical Media Warranty. For a period of ninety (90) calendar days following provision of physical media to County, Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.

11.6 Safety and Health. Contractor represents and warrants that the Deliverables, when delivered to County, are designed and manufactured to comply with then current federal and State safety and health regulations. Contractor agrees to indemnify, defend, and hold County harmless from all damages assessed against County as a result of the failure of the Deliverables furnished under this Agreement to so comply.

11.7 Authorization. Contractor represents and warrants that:

11.7.1 Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

11.7.2 It has the full power and authority to grant to County the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

11.7.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

11.7.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

11.7.5 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

11.7.6 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

11.7.7 It shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.8 Ability to Perform. Contractor represents and warrants that:

11.8.1 Contractor has the financial stability to carry out at least six months of Services, including Operations, Support and Maintenance during any period of this Agreement without reimbursement for the Services or expenses;

11.8.2 Contractor has the financial resources to fund the capital expenditures required under the Agreement without advances by County or assignment of any payments by County to a financing source;

11.8.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement; and

11.8.4 Contractor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support Change Order accounting.

11.9 Disclaimers. WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES, DELIVERABLES AND ANY WORK PRODUCT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

12. Support and Maintenance Services.

12.1 General Responsibilities. Contractor shall perform the Services described in this Section 12 through June 30, 2008 pursuant to the existing Support and Maintenance agreement previously entered into between the parties for the Accela Enterprise System, and

after June 30, 2008 shall provide the Services set forth in this Section 12 during each paid Support and Maintenance term at Charges described in Exhibit A. Contractor's Service responsibilities shall include but not be limited to the following while assisting County in Support and Maintenance of the System:

12.1.1 Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

12.1.2 Maintain the System in accordance with the Specifications and terms of this Agreement;

12.1.3 Re-perform any Service that fails to meet the requirements of this Agreement at no additional cost;

12.1.4 Propose revisions to the Software as necessary to meet County's Processing needs;

12.1.5 Coordinate with County all tasks related to correcting problems and Deficiencies connected with the Software or the Equipment; and

12.1.6 Execute on-line diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies.

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

12.2 Inquiry Assistance. Contractor will provide County with a telephone number to contact the Customer Resource Center (CRC), Contractor's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific Time, Monday through Friday, excluding Contractor's observed holidays. Contractor shall, within 30 minutes for a critical inquiry (in County's judgment) or within two hours of any other County inquiry, respond to the inquiry, subject to the incident priorities set forth in Section 12.2.5 below, as applicable:

12.2.1 Responses to questions relating to the Software, including without limitation isolating problems to the Software, Data or Equipment;

12.2.2 The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;

12.2.3 Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent technically feasible; and

12.2.4 Clarification of Documentation.

Contractor will provide County with one or more electronic mail addresses to which County may submit routine or non-critical support requests during periods when live technical support is unavailable. Contractor will provide County with access to archived software updates and other technical information in Contractor’s online support databases, which are continuously available.

12.2.5 Incident Priorities:

Contractor will assign incident priorities and address inquiries in accordance with the following guidelines:

Issue Priority	Criteria	Examples
Critical	System or application is non-functional or seriously affected and there is no reasonable workaround available, resulting in a work stoppage.	—Users cannot log on —Corrupted data —Business process is halted
High	System or application is affected and there is a workaround available but the workaround is impractical	—Cannot print receipts —Application response times prohibitively slow
Medium	System or application feature is non-functional and a workaround exists	—A non-critical feature is unavailable —Feature still works but requires additional User intervention
Low	System or application feature works, but there is a minor problem	—Incorrect labels on forms or reports

12.3 Additional Assistance.

12.3.1 When required to properly resolve a Maintenance request, Contractor shall first provide the option of remote assistance to County via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

12.3.2 Contractor shall dispatch trained and qualified Services Staff to County’s applicable Site in the event that: (i) such assistance as described above in Section 12.2 does not resolve Deficiencies or problems related to County’s inquiries regarding Equipment or

Software at such Site within 12 hours after Contractor's response to County; (ii) the System is non-Operational; and (iii) County requests additional assistance. If the System is non-Operational, such Contractor staff shall remain at the Site on a 12-hour, five-days-a-week basis repairing the applicable parts of the System until it operates in accordance with its Specifications.

12.3.3 Contractor shall provide a plan to resolve Deficiencies no later than eight hours after notice by County to Contractor of such Deficiency or problems.

12.4 Database. Contractor shall maintain and make available online to County a database of all Change Requests, Deficiencies, other problems reported by County under Section 12.2 or known to Contractor in the Software, and each visit by such Services Staff as described in Section 12.3. The database shall include, as a minimum, the following:

12.4.1 Date and time Contractor was notified;

12.4.2 Date and time of arrival or inquiry response;

12.4.3 Time spent for resolution of Deficiencies;

12.4.4 Description of Deficiency;

12.4.5 Description of severity level of Deficiency, e.g.,Critical;

12.4.6 Description of Deficiency resolution; and

12.4.7 Date of resolution.

12.5 Bug Reports. Contractor shall provide to County, within 15 days of the Effective Date and the end of each calendar quarter thereafter, a list and description of all potential or actual problems, bugs, errors and Deficiencies known by Contractor to be in any version of the Proprietary Software and Third-Party Software used by County, along with a schedule for resolution thereof. Deficiencies, problems, errors and bugs causing crashes or corruption of the Data shall be reported by Contractor to County within eight hours of their becoming known to Contractor.

12.6 Enhancements.

12.6.1 Contractor shall provide County with all Enhancements, including major releases, minor releases, and hot fix patches, and associated Documentation that are provided as general releases to the Software, in whole or in part, at no additional cost. Such Documentation shall be adequate to inform County of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor warrants that each such Enhancement general release shall have been tested and shall perform according to the Specifications. Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement.

12.6.2 In addition, Contractor shall produce such Enhancements as County requests in a commercially reasonable time and form at an additional charge in accordance with the Change Order process described herein. Enhancements to correct any Deficiency shall be provided to County at no additional cost and without the need for a Change Order prior to Final Acceptance of the System.

12.7 Exclusion. Contractor shall have no obligation or liability to County under this Section 12 to the extent that a Deficiency results from modifications to the System by County where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation. In addition, the following are not covered by this Agreement, but may be separately available at rates and on terms which may vary from those described herein:

12.7.1 Services required due to misuse of the Contractor-maintained Software;

12.7.2 Services required due to Software corrections, customizations, or modifications not developed or authorized by Contractor;

12.7.3 Services required by County to be performed by Contractor outside of Contractor's usual working hours;

12.7.4 Services required due to external factors including, but not necessarily limited to, County's use of software or Equipment not authorized by Contractor;

12.7.5 Services required to resolve or work-around conditions which cannot be reproduced in Contractor's support environment. Notwithstanding the foregoing, Contractor will troubleshoot all errors involving the Operations of the maintained Application Software; to the extent that such troubleshooting assistance determines that the origin of a given error is not a fault within Contractor's Software, but is instead due to external factors not covered by these Maintenance terms, Contractor's troubleshooting assistance and any follow-up support efforts requested by County will be charged to County at Contractor's then-current time-and-materials consulting rates;

12.7.6 Services which relate to tasks other than Support and Maintenance of County's existing implementation and configuration of the Contractor-maintained Software including, but not necessarily limited to, enhancing or adapting such Software for specific operating environments;

12.7.7 Services requested by County to implement Software updates provided by Contractor pursuant to this Agreement;

12.7.8 New or additional applications, modules, or functionality released by Contractor during the term of this Agreement. For purposes of this Agreement, new or additional applications, modules, or functionality will be comprised of Software functions: 1) not present in the release proceeding the most recent release of a the Application Software licensed by the County; 2) that address a business function not directly addressed by a prior

release of the Application Software; and 3) designated by Contractor as part of a new or existing Application Software product which is not licensed by the County.

13. Dispute Resolution.

13.1 Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

13.2 Continued Performance. Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

14. Changes.

14.1 Changing Government Programs.

14.1.1 The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Contractor has provided for or will provide for adequate resources to reasonably accommodate such changes during the term, in accordance with the Change Order process of this Section 14.

14.1.2 The parties also acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable Federal, State and/or County laws, regulations, codes, policies, or guidelines that affect the performance of the Services and System.

14.2 Identifying Changes. In keeping with County's reliance on Contractor's knowledge, experience and expertise, Contractor will assist in identifying changes in applicable federal or State legislative enactments and regulations and the impact of such changes on the performance of the Services or Deliverables or County's use of the Services or Deliverables. Contractor must timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Services or Deliverables.

14.3 Notice From County. In the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

14.4 Issuance of Change Requests. County may, at any time by a written Change Request, request changes within the scope of the Agreement. Such changes may include, without limitation, revisions to Deliverables or Services.

14.5 Contractor Response to Change Request. Contractor shall respond in writing to a Change Request within fifteen (15) business days of receipt, advising County of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, Contractor shall advise County in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change.

14.6 Agreement on Change Order. The Contractor Project Manager and the County Project Manager shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in Exhibit A and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the parties, the terms of this Agreement shall be modified accordingly. The parties will execute a formal Agreement amendment for any Change Order that increases or decreases the Maximum Amount. Nonfinancial Change Orders may be approved in writing by the County Project Manager. However, all other Change Orders must be executed by the County Project Director. Contractor will incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct errors or omissions in the System. Contractor shall not be obligated to perform any additional work or incur additional expense in connection with a Change Order until the Change Order has been mutually agreed upon in writing.

14.7 Disagreement. If federal, State or County laws, rules, regulations, codes, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Agreement, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Agreement and any appropriate Change Orders for amounts over the limitations specified in Exhibit A. If County submits to Contractor a Change Request to comply with such laws, rules, regulations, codes, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 days of Contractor's response to such a Change Request, the County Project Manager may make a determination of the revised price and Schedule, and Contractor shall proceed with the work according to such price and Schedule which shall be included in the resulting Change Order, subject to Contractor's right to appeal the County Project Manager's determination of the price and/or Schedule to the dispute resolution process under Section 13. Nothing in this Section 14.7 shall in any manner excuse Contractor from proceeding diligently with the Agreement as changed by the Change Order.

14.8 Termination. If Contractor fails or refuses to perform its Services pursuant to a Change Order, Contractor shall be in material breach of this Agreement, and County shall have the right to terminate the Agreement for such a breach.

14.9 Contractor Submission of Change Request. Contractor may also submit a Change Request to County to propose changes that should be made within the scope of the Agreement. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change. County shall respond to such Change Requests from Contractor

within fifteen (15) business days of receipt. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the Parties, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the County Project Manager will be deemed to have rejected the requested Change Request.

15. Additional Rights and Remedies.

15.1 Withholding Payments. If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, County shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. County may withhold any and all such payments due hereunder to Contractor, without penalty or work stoppage by Contractor, until such failure to perform is cured.

15.2 Reductions in Payments Due. Amounts due County by Contractor, including but not limited to damages, or claims for damages, may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

15.3 Cover. If, in the reasonable judgment of County, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within thirty (30) Days of receipt of Notice from County, and the default is capable of being cured by County or by another resource without unduly interfering with continued performance by Contractor, County may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse County for the reasonable cost of the Services in default. In addition, Contractor must cooperate with these resources in allowing access to the Software.

15.4 Suspension for Convenience. County shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 15 consecutive days. Contractor will receive Notice of the reasons for such an order. Although Contractor will use its best efforts to immediately resume work following such a delay, County acknowledges that schedules for the professional services may be delayed by more than the number of days delayed by County. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that it provide ten (10) Days advance written Notice of its need to temporarily suspend performance of Services. If County does not provide Notice within this time-frame, Contractor shall have the right to submit claims in accordance with the terms of Section 20.5, as a result of stop work orders issued under this Section.

15.5 Performance Standards. For so long as Contractor is providing Support and Maintenance Services, Contractor shall modify, reconfigure, upgrade or replace the Software at no additional cost to County in order to provide a System solution that maintains the System in a manner consistent with its Specifications. Contractor will make all reasonable efforts to assist the County in testing the database and System when performance is found to be deficient and shall tune the database and System to ensure the best possible System performance. However, since the System will be fully contained

within the County's network, Contractor maintains no control over that network. If the parties determine that the Accela Automation application is the cause of deficient performance, Contractor will make all reasonable efforts to correct the issue at hand.

16. Insurance.

16.1 Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's commercial general insurance policy obtained hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, County may terminate this Agreement under Section 20.1 (Termination for Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:

16.1.1 Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

16.1.2 Business Automobile Liability (owned, hired, or nonowned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;

16.1.3 Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

16.1.4 Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;

16.1.5 Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, subject to Section 16.2, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and

16.2 Extended Coverage. If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) Days written Notice prior to cancellation or expiration of the policy or reduction in coverage.

16.3 Worker's Compensation Coverage. Prior to providing Services under this Agreement, Contractor shall, in full compliance with State law, provide or purchase worker's compensation coverage for its employees and Employer's Liability in the minimum amount of \$1 million during the course of this Agreement. County will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or

employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Agreement. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, County may deduct the amount of premiums owing from the amounts payable to Contractor under this Agreement and transmit the same to the responsible State agency.

16.4 Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

16.5 Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for County pursuant to this Section shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until 30 Days Notice of intended revocation thereof shall have first been given to County by such insurer.

16.6 Cancellation. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to County, attention Project Director, and Contractor has replacement insurance polic(ies) in place that satisfy the requirements set forth in this Section 16. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

16.7 Insurance Documents. Contractor shall furnish to County copies of certificates of all required insurance within 30 calendar days of the Effective Date, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

16.8 Increased Coverage. County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

16.9 Subrogation. Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

16.10 Cross-Liability. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

17. Confidential Information.

17.1 Protection Obligations.

17.1.1 Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 17.1.2, County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 17.1.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 17.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 17.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Except for disclosures pursuant to Section 17.1.2 below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 17.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 17.1.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's Services, Contractor's operations, or the Services performed by Contractor under this Agreement.

17.1.2 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

17.1.3 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party

may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

17.2 Audit. County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

17.3 Return. Subject to record retention laws and to County's rights under Section 8.1, each party shall promptly return to the disclosing party, on termination of this Agreement, all of the disclosing party's Confidential Information, including copies thereof.

17.4 Injunctive Relief and Indemnity.

17.4.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

17.4.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.5 Nondisclosure of Other County Information. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.

17.6 Exceptions. The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other

party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

17.7 Survival. The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

18. Additional Indemnifications.

18.1 Intellectual Property.

18.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any third-party claim or action against County which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. County shall promptly give Contractor notice of any such claim.

18.1.2 In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of County's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for County the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables upon receipt of notice from County and refund the Purchase Price of each Deliverable, as applicable.

18.1.3 However, Contractor shall not be liable to the extent claims of misappropriation or infringement arise from Contractor's compliance with any designs, Specifications or written instructions of County and Contractor could not have avoided such claims through alternative products.

18.2 General. Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. County shall promptly give Contractor notice of such claim.

19. Damages Disclaimers and Limitations.

19.1 County's Disclaimer of Damages. COUNTY SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 County's Limitation of Liability. IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

19.3 Contractor's Limitation of Liability. Contractor will not be liable to County to the extent of any loss, damage, or liabilities:

19.3.1 Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or

19.3.2 Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.

19.3.3 Except for claims of breach of confidentiality or intellectual property infringement, in no event will Contractor be liable to County or any other party, above the insurance coverage amounts described in Section 16 hereinabove, for any amount in excess of the amounts paid to Contractor by County hereunder.

20. Termination.

20.1 Termination for Material Breach. If either party fails to cure any material breaches of this Agreement which are described in a written Notice from the non-breaching party within thirty (30) Days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from the non-breaching party to the breaching party. The option to terminate shall be at the sole discretion of the non-breaching party.

20.2 Termination for Rejection of Deliverables. If Contractor is unable to correct Deficiencies in a Deliverable, as described in Section 7.3 and Section 7.4, County shall have the right to immediately terminate this Agreement, in whole or in part, without penalty or liability to County, with such a termination being deemed a termination due to the default of Contractor hereunder, and return the Deliverable to Contractor. If County terminates this Agreement under this Section, Contractor shall, within 20 Days thereafter, refund to County all payments made to Contractor for the returned Deliverable and Services rendered therefor and all previous Deliverables which have received Acceptance and Services rendered therefor and which are returned with the rejected Deliverable.

20.3 Termination for Conflict of Interest. County may terminate this Agreement under Section 20.1 (Termination for Contractor's Material Breach) by Notice to Contractor if County determines, after due notice and examination, that any party has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts.

20.4 Termination Remedies.

20.4.1 In the event of termination of this Agreement by County under Sections 20.1-20.3, County shall, in addition to its other available remedies, have the right to procure the Services and Deliverables that are the subject of this Agreement on the open market and, subject to the provisions of Section 19.3, Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Agreement price for the Deliverables and/or Services and the replacement costs of such Deliverables and/or Services acquired from another vendor; and (ii) if applicable, all administrative costs directly related to the replacement of this Agreement, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.

20.4.2 If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by County under Sections 20.1-20.3 shall be deemed to be a termination for convenience under Section 20.5.

20.5 Termination for Convenience.

20.5.1 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part for County's convenience, by thirty (30) Days Notice to Contractor. Invocation of Section 20.6 (Termination for Withdrawal of Authority), or Section 20.7 (Termination for Nonallocation of Funds), shall be deemed a Termination for Convenience but will not require such thirty Days Notice.

20.5.2 During this thirty (30) Days period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on County from such winding down and cessation of Services. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for Services satisfactorily rendered prior to the effective date of termination.

20.5.3 In case of such termination for convenience, County will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by County, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefor, as based on the hourly rates in Exhibit A, but such costs shall be no greater than the final Purchase Price for each Deliverable. In addition, County agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of County's termination for convenience, for undepreciated or unamortized Equipment and Software licenses, early termination of leases, and other reasonable and necessary Project-related expenses, subject to County's reasonable judgment and the availability of County, State and Federal funds and receipt of supporting documentation from Contractor.

20.6 Termination for Withdrawal of Authority. In the event that the authority of County to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, County may terminate this Agreement under Section 20.5 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit County to terminate this Agreement in order to acquire similar Services from a third party.

20.7 Termination for Nonallocation of Funds. If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 20.5 (Termination for Convenience). County will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but County shall make payments for Services, Deliverables and Contractor's costs as provided in Section 20.5.3, subject to County's availability of funding therefor. County agrees to notify Contractor of such nonallocation at the earliest reasonable time. No penalty shall accrue to County in the event this Section shall be exercised.

20.8 Termination Procedure.

20.8.1 Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to deliver to County any Property, including but not limited to Deliverables and Data, for such part of this Agreement as has been terminated.

20.8.2 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

20.8.2.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

20.8.2.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

20.8.2.3 As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of County to the extent required, which approval or ratification shall be final for the purpose of this Section;

20.8.2.4 Complete performance of such part of this Agreement as shall not have been terminated by County;

20.8.2.5 Take such action as may be necessary, or as the County Project Director may direct, for the protection and preservation of the Property related to this Agreement which is in the possession of Contractor and in which County has an interest;

20.8.2.6 Transfer title to County and deliver in the manner, at the times, and to the extent directed by the County Project Director, any Property which is required to be furnished to County and which has been accepted or requested by County; and

20.8.2.7 Provide written certification to County that Contractor has surrendered to County all such property.

20.8.3 Upon Contractor's receipt of Notice of termination of the Agreement by County, Contractor will provide any turnover assistance Services necessary to enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. Within ten Days of receipt of the Notice of termination, Contractor shall provide, in machine readable form, an up-to-date, usable copy of the Data and a copy of all documentation needed by County to utilize the Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to County.

21. General Conditions.

21.1 Anti-Trust Violations. Contractor and County recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to County resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Agreement.

21.2 Assignment. Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County Project Director, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. Notwithstanding the above, Contractor may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

21.3 Authority. Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

21.4 Binding Effect. Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

21.5 Claims. Contractor must submit claims against County within the earlier of six months of the date upon which Contractor knew of the existence of the claim or six months from the end of the County's prior fiscal year. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. Such claims must be submitted to the County Project Manager or his or her designee by Contractor in the form and with the certification prescribed by the County Project Manager or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as provided in Sections 17.4.2 and 20.5, Contractor's sole and exclusive remedy in the event that County breaches this Agreement.

21.6 Compliance With Civil Rights Laws.

21.6.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

21.6.2 During the performance of this Contract, Contractor shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, *et seq.*; the Americans with Disabilities Act (AD); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, *et seq.*). In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 20.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

21.6.3 Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. County of Labor.

21.7 Conflicts Between Documents; Order of Precedence. In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

21.7.1 Applicable federal and State laws, regulations and policies;

21.7.2 Change Orders;

21.7.3 The terms and conditions in the body of this Agreement;

- 21.7.4 Exhibit A, Purchase Price;
- 21.7.5 Exhibit B, Payment Schedule;
- 21.7.6 Exhibit C, Proposed Project Teams;
- 21.7.7 Exhibit D, Statement of Work;
- 21.7.8 Exhibit E, Version Release Taxonomy;
- 21.7.9 Exhibit F, Equipment and Software Configuration;
- 21.7.10 Exhibit G, Project Plan;
- 21.7.11 Exhibit H, Escrow Agreement
- 21.7.12 Other Deliverables;

21.8 Counterparts. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes.

21.9 Covenant Against Contingent Fees.

21.9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.

21.9.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

21.10 Cooperation of Parties. The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

21.11 Debarment and Suspension. Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

21.12 Entire Agreement; Acknowledgement of Understanding. County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement and the Exhibits are the complete and exclusive statement of the Agreement between the parties relating to the subject

matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

21.13 Force Majeure. Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

21.14 Governing Law. This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of California, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts in the County. Contractor accepts the personal jurisdiction of such courts.

21.15 Headings. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21.16 Independent Status of Contractor. The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under applicable California law.

21.17 Legal and Regulatory Compliance. The Services and System shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term. In the event that any Services performed or the System provided by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services and System into compliance at no additional cost to County.

21.18 Licensing Standards. Contractor shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement.

21.19 Lobbying Activities. Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

21.20 Modifications and Amendments.

21.20.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

21.20.2 Only the purchasing agent(s) authorized by County Project Director or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the purchasing agent(s) authorized by County Project Director or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

21.20.3 Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor submits its Response and at such other times as required.

21.21 Nonwaiver. Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by County for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that County's pursuit nor nonpursuit of a remedy under this Agreement for Contractor's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that County may have at law or equity for any other occurrence of the same or similar breach, nor estop County from pursuing such remedy.

21.22 Notice of Delay. When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

21.23 Notices.

21.23.1 Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses provided below the signatures to this Agreement.

21.23.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

21.24 Publicity. The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the County Project Director all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County.

21.25 Remedies. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

21.26 Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

21.27 Sovereign Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

21.28 Subcontractors.

21.28.1 Contractor may, with prior written permission from the County Project Manager, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Any such approval may be rescinded in County's sole discretion.

21.28.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to County upon request. County has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

21.28.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold County harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts

or omissions of Contractor's Subcontractors, their agents, or employees. At County's request, Contractor shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

21.28.4 For any Subcontractor, Contractor shall:

21.28.4.1 Be responsible for Subcontractor compliance with the Agreement and the subcontract terms and conditions; and

21.28.4.2 Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

21.28.4.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 3.8 (Funding), 4.5 (Records Retention and Access Requirements), 4.6 (Accounting Requirements), 9 (Ownership), 16 (Insurance), 17 (Confidential Information), 21.6 (Compliance With Civil Rights Laws), 21.9 (Covenant Against Contingent Fees), 21.11 (Debarment and Suspension), and 21.19 (Lobbying and Activities).

21.28.5 Upon expiration or termination of this Agreement for any reason, County will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with County.

21.29 Subpoena. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

21.30 Survival. All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.5 (Records Retention and Access Requirements), Section 4.6 (Accounting Requirements), Section 8.1 (Grants), Section 8.4 (Documentation), Section 9 (Ownership), Section 11.3 (Date/Time Compliance Warranty), Section 11.6 (Safety and Health), Section 13 (Dispute Resolution), and Sections 15-22 shall survive the termination of this Agreement.

21.31 UCC Applicability. Except to the extent the sections of this Agreement are clearly inconsistent, this Agreement shall be governed by the California Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or

contradiction between this Agreement and the Uniform Commercial Code, the terms and conditions of this Agreement shall take precedence and shall prevail unless otherwise provided by law.

21.32 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the Execution Date.

COUNTY

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____
Notice Address:
Mailing Address
Street Address

Telephone: _____
Fax: _____
E-mail: _____

By: _____
Printed Name: Colin M. Samuels
Title: Assistant Corporate Secretary
Date: _____
Notice Address: Accela, Inc.
2633 Camino Ramon, Suite 120
Bishop Ranch 3
San Ramon, California 94583
Mailing Address: Same as above.
Street Address: Same as above.
Telephone: 925.659.3200
Fax: 925.659.3291
E-mail: csamuels@accela.com

APPROVED AS TO FORM:
COUNTY COUNSEL OFFICE

By: _____
Printed Name: Celeste E. Andersen
Title: Deputy County Counsel
Date: _____

APPROVED AS TO FORM:
RISK MANAGEMENT OFFICE

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
AUDITOR-CONTROLLER OFFICE

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A
PURCHASE PRICE

I. Service Fees

Deliverables	Fees
Professional Services — Initiation	\$5,420.00
Professional Services — System Setup	\$6,480.00
Professional Services — Configuration Analysis	\$94,500.00
Professional Services — Configuration	\$65,810.00
Professional Services — Custom Scripts	\$18,900.00
Professional Services — Reports	\$54,940.00
Professional Services — Address, Parcel Owner (APO) Interface	\$12,480.00
Professional Services — Accela Enterprise Conversion	\$60,480.00
Professional Services — Training	\$21,600.00
Professional Services — Deployment	\$18,900.00
Professional Services — Project Management	\$95,900.00
Professional Services — Accela Citizen Access™	\$39,130.00
Consultant Travel Expenses Estimate	\$60,000.00
Contingency Fund Estimate	\$65,000.00
Total of Fees	\$619,540.00

Contingency Fund. A contingency fund amount of \$65,000.00 has been set aside to cover any additional scope of services not yet contemplated during contract execution. The contingency fund may not be used towards any increase in price for services already identified in the Purchase Price. The contingency fund may only be released after there has been a validly executed, mutually agreed-upon Change Order between Accela and the County of Santa Barbara for Services not originally contracted for. The Change Order shall detail a description of the additional Services to be provided and the costs for such Services as specified in Section 14 of the Agreement. Additional Services to be performed as a result of a Change Order may not exceed the contingency fund amount. If additional Services are expected to exceed the contingency fund amount, parties will need to negotiate an amendment to the Agreement for those Services.

Consultant Travel Expenses. It is expected that Accela will incur some travel expenses during the performance of this Agreement. The County of Santa Barbara will reimburse all reasonable travel expenses incurred by Accela during the term of this Project. Travel expenses must be pre-approved in writing by the County and may not exceed the maximum amount allowable as identified in the Purchase Price. Reasonable travel expenses include air and ground transportation, lodging, and meals (excluding alcoholic beverages).

II. License Fees

Deliverables	Quantity	Fees
Accela Automation® Server License	1	\$49,995.00
Accela Automation Included Named User Licenses	5	\$0.00 ¹
Accela Automation Additional Named User Licenses	160	\$319,840.00
Accela Citizen Access Use License (Based Upon 75,000 Population)	1	\$18,995.00
County Discount	N/A	(\$369,835.00)
Total of Fees		\$18,995.00

- 1 Included Named User Licenses are included with associated product server license at no additional cost to County.

III. Maintenance Fees

Deliverables	Fees
First-Term Annual Maintenance for Accela Automation® (1 Server License and 165 Named User Licenses)	\$73,967.00
First-Term Annual Maintenance for Accela Citizen Access™ (1 Server License and 1 Use License [Based Upon 75,000 Population])	\$3,799.00
Second-Term Annual Maintenance for Accela Automation (1 Server License and 165 Named User Licenses)	1 st term cost + CPI
Second-Term Annual Maintenance for Accela Citizen Access (1 Server License and 1 Use License [Based Upon 75,000 Population])	1 st term cost + CPI
Third-Term Annual Maintenance for Accela Automation (1 Server License and 165 Named User Licenses)	2 nd term cost + CPI
Third-Term Annual Maintenance for Accela Citizen Access (1 Server License and 1 Use License [Based Upon 75,000 Population])	2 nd term cost + CPI
Fourth-Term Annual Maintenance for Accela Automation (1 Server License and 165 Named User Licenses)	3 rd term cost + CPI
Fourth-Term Annual Maintenance for Accela Citizen Access (1 Server License and 1 Use License [Based Upon 75,000 Population])	3 rd term cost + CPI
Fifth-Term Annual Maintenance for Accela Automation (1 Server License and 165 Named User Licenses)	4 th term cost + CPI
Fifth-Term Annual Maintenance for Accela Citizen Access (1 Server License and 1 Use License [Based Upon 75,000 Population])	4 th term cost + CPI
	\$77,766.00 (1st term)
	Total of Fees
	with CPI annual increases thereafter

CPI increases are measured by the Consumer Price Index, All Urban Consumers, Los-Angeles-Anaheim-Riverside, and shall use the percent change of that index from January to December of each year.

Hourly Rates for Excluded Services: \$185.00/hr.

MAXIMUM AMOUNT: \$573,535 (Licenses + Services (excluding contingency amount))

EXHIBIT B

PAYMENT SCHEDULE

1. Deliverables and Purchase Prices.

Purchase Price is set forth in Exhibit A.

- a. License Fees.** Full payment on license fees is due upon contract signing.
- b. Maintenance.** First term maintenance is due on **July 1, 2008** (upon expiration of the existing maintenance agreement for the Accela Enterprise System). During this first term, maintenance will cover the Accela Enterprise System and the Accela Automation (once Accela Automation Goes-Live). Maintenance costs on subsequent terms are due on July 1st following expiration of the previous maintenance term.

2. Payment Schedule for Services. Contractor shall have the right to issue invoices in the amounts noted above following performance of the Critical Events specified below. County shall pay undisputed amounts on such invoices that are issued in accordance with the terms of this Agreement within thirty (30) calendar days of receipt of such invoices.

Critical Event ¹	Fees Paid at Event
Due Upon Signing	\$130,000.00
Upon Completion of Software Installation and Setup	\$26,454.00
Upon Acceptance of Configuration Document	\$31,744.80
Upon Acceptance of Accela-Provided Configuration	\$34,390.20
Upon Approval of Data Conversion (From Accela Enterprise to Accela Automation)	\$23,808.60
Upon Approval of APO Conversion in Support Environment	\$23,808.60
Upon Approval of Event Scripts in Support Environment	\$23,808.60
Upon Approval of Reports in Support Environment	\$23,808.60
Upon Completion of all Training Courses	\$23,808.60
Upon Approval of Citizen Access Configuration	\$52,908.00
Final Acceptance (HOLDBACK for 30 days past System Go-Live)	\$100,000.00
Consultant Travel Expenses (Billed as Incurred)	\$60,000.00
Contingency Fund	\$65,000.00
Total of Fees	\$619,540.00

1. Events may not occur in order indicated.

EXHIBIT C

PROPOSED PROJECT TEAMS

Contractor Team

This team is tentatively assigned by Contractor to implement the services associated with this Agreement. Changes to the team may be made in accordance with the Project Management section (Section 4) of this Agreement.

Project Manager:	Matt Hart
Implementation Consultants:	Brenda Berens Lynda Wacht or Devin Newell
Technical Consultant:	Paul Rose

County Team

Project Manager:	Linda Liu
Data Process Manager:	Kris Ellison
Systems Analyst:	Bill Wayson
Computer Specialist:	Matt Murray

EXHIBIT D
STATEMENT OF WORK



THE LEADING PROVIDER OF
GOVERNMENT ENTERPRISE MANAGEMENT SOLUTIONS

Accela Scope of Work Accela Automation Upgrade

Santa Barbara County, CA

Building Department
Planning Department
Code Enforcement Department

November 21, 2007
Version 2.7

Accela is a leading developer of enterprise management solutions for state and local governments. We provide agencies with products and services that reduce workload, increase efficiencies, and automate processes, while providing citizens and businesses with easier, more convenient access to government services. Accela has more than two decades of experience developing and installing government applications for permitting, licensing, planning, code enforcement, public works and more. Today, Accela provides software products and services to over 500 government agencies all over the U.S., as well as in Canada and Puerto Rico.

The Accela professional services team provides comprehensive analysis, design, development, and deployment services to successfully implement Accela solutions at your agency.

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EXECUTIVE SUMMARY

The Statement of Work and implementation approach presented here will provide the County of Santa Barbara with an installation of Accela Automation and add-on products as detailed in this document, as well as associated data conversion, interfacing, report development, and script development activities. Accela will provide the professional resources necessary to provide a fully operational solution for the County, working in close partnership with key representatives from the County's Departments and Staff. The result will be an integrated solution that will provide Santa Barbara with a uniquely configured business tool to meet the challenging business needs of the County.

Specifically addressing the County's goals for this project, the Accela Automation system will satisfy the listed goals derived from the needs assessment and provide the County with additional enterprise functionality and empowerment for its day-to-day operations.

Accela is committed not only to providing a superior software solution for the County of Santa Barbara's current and future needs, but also to assist the County in the successful implementation and deployment of the solution. A successfully installed system is not based solely on the offered functionality, but also on the expertise, experience, and clarity of the vendor and the County's staff. Accela has over 25 years of providing planning, permitting and licensing systems for the public sector.

OVERVIEW

The upgrade from Accela Enterprise to Accela Automation requires a complete step-by-step implementation process. While our knowledge of the Accela Enterprise product, database, features, and configuration options provides a smooth upgrade process, there is no magic button or single conversion script that can be executed to complete the upgrade process. Existing Applications in Accela Enterprise must be reconfigured in the new system, as well as all associated Fees, Inspections, Approvals, Conditions, Documents, Reports, and Scripts. Historic Data Conversions also require specific mapping of data fields from the Accela Enterprise to the Accela Automation database, although existing conversion tools and experience with other Accela Enterprise to Accela Automation upgrades provide a significant head start with this process.

While many of the features you are familiar with in Accela Enterprise correlate with similar features in Accela Automation, you will also find many new features in Accela Automation that will enhance your automation experience. Accela will work closely with key Santa Barbara County project stakeholders to help you leverage these additional features as a part of the upgrade process. The ultimate solution to be implemented for Santa Barbara County should be one that marries the best practices from your use of Accela Enterprise with the latest features and technologies available to you through Accela Automation.

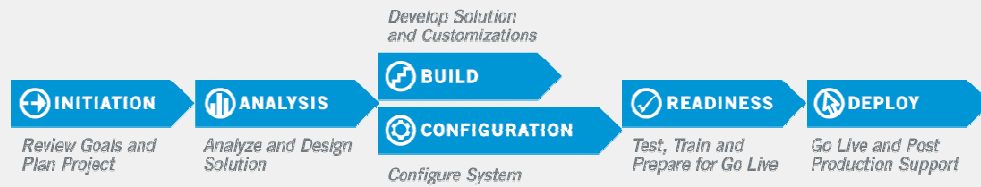
ENTERPRISE SOLUTION FOR THE COUNTY OF SANTA BARBARA

ENTERPRISE UPGRADE APPROACH

Accela Services has developed its Accela Implementation Methodology (AIM) to define the project lifecycle for Accela-managed AA implementations and provide a series of standard deliverable templates. AIM has proven to be an invaluable tool in helping Accela successfully manage its projects and deliver AA's targeted results and benefits for its customers.

IMPLEMENTATION LIFE CYCLE

AIM is a full life cycle implementation methodology with 6 project stages. These 6 stages insure that Accela customers receive high quality services throughout the life cycle of a project engagement.



The stages of the project flow in linear direction crossing over each other as appropriate for the project to be successful. Each stage has pre-defined objectives, with standard tasks as listed in the project plan, and associated Deliverables. Depending on the exact scope of the project, a subset of all available Deliverables will be delivered through the services associated with the project. Delivering the appropriate Deliverables will assure that the solution delivered is exactly what all parties have agreed to.

INITIATION

Initiation is the 1st stage in the AIM life cycle. During the Initiation stage the project will be kicked off, contracts, scope and goals reviewed, initial project calls conducted, reference configuration setup, when appropriate project charter completed, project teams will be assigned, and project communication plans will be agreed to.

ANALYSIS

Analysis is the 2nd stage in the AIM life cycle. During the Analysis stage the County processes will be analyzed to take advantage of Accela Automation and a solution will be agreed upon that reflects that analysis and captured in the appropriate System Configuration Document(s) and other documents as appropriate.

BUILD

Build is the 3rd stage in the AIM life cycle, and starts at the same time as the 4th stage Configuration, but ends before the 4th stage Configuration is complete. During the Build stage any agreed to solutions defined during the Analysis stage will be developed. This includes customizations, conversions, event scripts, interfaces and reports.

CONFIGURATION

Configuration is the 4th stage in the AIM life cycle, and starts at the same time as the 3rd stage Build, but ends after the 3rd stage Build is complete. During the Configuration stage the system will be configured to match the solution agreed to in the Analysis stage.

READINESS

Readiness is the 5th stage in the AIM life cycle. During the Readiness stage the system is fully tested, corrections are made as deemed necessary, the system is prepared for deployment, and users are trained.

DEPLOY

Deploy is the 6th and final stage in the AIM life cycle. During the Deploy stage the system is moved to production, final system testing is completed, the system is placed into production, and post production analysis and review is completed. The live Accela solution is then transitioned to the Customer Resource Center for on-going support. A formal transition will occur between the Services team and the Customer Resource Center. As part of the transition the County will be presented information on how to communicate to the Customer Resource Center (Telephone, Email, On-Line Tracking System ~ <http://www.accela.com/support/crconline.asp>), use of the Knowledge base, and Tier Tracking System based upon issue or question presented. Lastly, all documented issues or enhancements logged into the <http://www.accela.com/support/crconline.asp> will be transitioned from the services team to the Customer Resource Center. A typical transition will include the Regional Account Manager, Regional Services Director, Accela Project Manager, and Manager of the Customer Resource Center.

Accela identifies each opportunity to migrate a customer from one software platform to another not only as an opportunity to implement the latest technologies, but also as an opportunity to review current business processes, current approaches to automation, and policies and procedures that define the delivery of government services. To this end, each migrate begins with a series of Configuration Analysis sessions that will provide the opportunity for Accela to meet directly with County personnel and discuss each of the business processes that will be implemented in the new solution. This is an excellent way to identify key process efficiencies, both for each individual department as well as across the enterprise, which can help streamline and optimize the processes to be implemented. As a part of this effort, Accela will also identify key Accela Automation features that can best support these processes. The initial work undertaken during Configuration Analysis in conjunction with County personnel will end in the development of a Configuration Document that will establish the roadmap for all design and configuration efforts throughout the implementation project and establish the benchmarks for testing and acceptance at the conclusion of the project.

A critical component to AIM is a pre-defined reference data set (*Reference Configuration*) created by Accela Services staff to embody a "best practices implementation" for Building, Planning and Code Enforcement departments. This tool both simplifies the implementation process and accelerates its completion by greatly reducing the analysis and configuration work typically required. The *Reference Configuration* contains standard application types, fee schedules, workflows, user groups and other standard reference data based on experience working with numerous agencies. Also included is a set of six standard reports and 10 event manager script frameworks that can be used to streamline several oft-used business processes by providing a sound baseline framework for writing event scripts.

Accela will assign a Project Manager to lead all aspects of the implementation process. The Project Manager will staff the project with both implementation and technical consultants as required to accomplish the implementation tasks and stated deliverables.

APPROACH AND SOLUTION

SOLUTION OVERVIEW

Accela proposes to replace Building Inspection and Community Development's use of Accela Enterprise with Accela Land Management, an Accela Automation module. This scope of work includes the Accela Citizen Access to further enhance Accela Automation.

ACCELA AUTOMATION SELF-HOSTED SOLUTION

The County will host Accela Automation and any add-on products they opt to include. The enterprise implementation will leverage a single, centralized Accela Automation database that will serve any Departments, as well as potential peripheral users throughout the County. The County may choose either Oracle or SQL.

As a part of the Configuration Analysis effort, Accela and its team of technical consultants will work closely with key County Department Managers to coordinate the County's acquisition and installation of hardware as required for the Accela Automation hosting environment. Once the hosting environment has been created, Accela will assist the County in the creation of two server environments to support Accela Automation – a Test environment and a Production environment to support the live use of the application post go-live. Schematic networking diagrams noting suggested hardware equipment and configuration are provided elsewhere in this document.

PROJECT INITIATION

I. KICK-OFF MEETING

Definition: Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming County and Accela expectations regarding the implementation. Accela will work with County personnel to:

- Finalize staffing for the project teams. Guidelines and recommendations for the County project staffing are addressed in the Project Staffing section of this document.
- Conduct several formal conference calls and a formal on site kick off meeting. The objectives of these meetings include a formal transition from sales process to implementation process, review roles and responsibilities, review the contract and review project scope.
- Establish project logistics including communications norms, status reporting, issue/risk management, work locations, etc.
- Review and adjust project scope based on additional findings, if necessary.
- Review infrastructure requirements and preparation (with designated County technical staff).
- Finalize an integrated project plan that includes resource allocation for all tasks (in cooperation with the County Project manager).

In addition Accela will:

- Install the Reference Application. The reference application is a pre-configured building module utilizing best practices. The reference application is intended to be used for training and to be leveraged for configuration through out the implementation.
- Provide the core implementation team with one day of high level training on the application.
- Review list of Assumptions listed below.
- Provide a Pre Kick-Off Checklist.

II. LIST OF ASSUMPTIONS

The following assumptions apply to this project:

- County users and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- County users, and Accela will be able to commit the time and resources necessary to participate in, and contribute to project activities
- County users, and Accela will use a collaborative approach
- County will provide Accela with reasonable access to its equipment, systems, personnel, and facilities to the extent needed to complete the Services.
- County will provide Accela with network access for remote installation and testing.

- County is responsible for purchasing third party hardware and software required for Accela Citizen Access, including but not limited to an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- County will be responsible for the development of any additional reports identified during Configuration Analysis beyond the number of reports identified above.
- County will be responsible for the development of any additional scripts identified during Configuration Analysis beyond the number of scripts identified above.
- The historical permits conversion is based on the assumption that all fee amounts will be loaded as values and not based on the fee tables.

PROJECT DELIVERABLES (SIGN-OFF UPON DELIVERY OF EACH)

DELIVERABLE 1: CONFIGURATION ANALYSIS

I. WORKFLOW DIAGRAMS

II. ROLES AND RESPONSIBILITIES

III. CONFIGURATION DOCUMENT

Definition: During the Configuration Analysis phase of this project Accela will conduct interviews with subject matter experts from all the departments to:

- Collect data and create flow diagrams for every affected business process, both for each individual Department and across the entire enterprise.
- Collect from County employee names and responsibilities in order to document the accounts, logons, and security mechanisms required for the system setup.
- Collect from County examples of referral agency and contractor lists, input requirements, forms, data fields, output requirements, documents, letters, reports and procedures needed to configure the application.
- Document and identify notification points and automation opportunities (such as for system generated E-mails).
- Collect from County and document fee schedules and fee assessment procedures, including penalties and payment collection steps.
- Collect from County and Outline processes for inspection scheduling, making work assignments, and monitoring inspection status.
- Collect from County formats and data elements needed to design data conversions and handle interfacing needs.

Accela's Project Manager will coordinate the compilation of the information collected during the Configuration Analysis into a configuration document that will detail all aspects of the proposed configuration. The Project Team, consisting of representatives from both Accela and the County, will conduct a formal review for the purpose of "sign-off" on the configuration document deliverable.

County Responsibilities:

- Arrange for the availability of appropriate technical computing environment and system analysts to support the Business Analysis activities.
- Make available the appropriate County key users and content experts to participate in the Business Analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.

- Provide information and data in the formats specified by Accela that will be needed for system setup and application configuration.

Acceptance Criteria: The Configuration Document will be accepted when Accela and the County agrees that each business process has been appropriately documented. The County will be asked to sign-off on the configuration document and respond within fifteen (15) working days of its delivery with an acceptance signature or an exception list. Accela has fifteen (15) working days to respond with corrections. If the County does not respond to the sign off request within fifteen (15) working days, the configuration document is considered accepted by the County. Acceptance must be completed prior to System Configuration.

DELIVERABLE 2: SOFTWARE INSTALL AND SETUP (COMPLETED TWICE)

DELIVERABLE 2A: SYSTEM SETUP - TEST

Definition: During the System Setup step of this project, Accela's technical staff will work with the P&D IT Team to ensure that the components for hardware, software, database, network, and Internet are in place for the self-hosted test environment. Accela technical staff will validate the proper installation and configuration of the Accela Automation self-hosted environment.

The County of Santa Barbara may choose to implement the Accela Automation Solution using either Oracle or Microsoft SQL Server compatible RDBMS versions with Accela Automation. The County has elected to use SQL Server with Crystal Reports

Specifically, Accela will perform the following tasks:

- Perform a remote system check of the installation.
- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria created by Accela and approved by the County.
- Demonstrate that the Accela Automation Land Management and Accela Citizen Access applications are operational in the County computing environment.

The deliverable from the System Setup will be the installation of the self-hosted test environment and all associated documentation. Documentation will include Installation and User Guides.

County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Accela with network access for remote installation and testing.

Acceptance Criteria: The System Setup will be accepted when Accela and County representatives agree that the self-hosted environment for test are successfully installed, configured, useable, and Install/User Guides are delivered. The County will be asked to confirm acceptance, see Attachment A, and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days, the System Setup is considered accepted by the County.

DELIVERABLE 2B: SYSTEM SETUP - PRODUCTION

Definition: During the System Setup step of this project, Accela's technical staff will work with the P&D IT Team to ensure that the components for hardware, software, database, network, and Internet are in place for the self-hosted production environment. Accela technical staff will validate the proper installation and configuration of the Accela Automation self-hosted environment.

The County of Santa Barbara may choose to implement the Accela Automation Solution using either Oracle or Microsoft SQL Server compatible RDBMS versions with Accela Automation. The County has elected to use Microsoft SQL Server.

Specifically, Accela will perform the following tasks:

- Perform a remote system check of the installation.
- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the County.
- Demonstrate that the Accela Automation Land Management and Accela Citizen Access applications are operational in the County computing environment.

The deliverable from the System Setup will be the installation of the self-hosted production environment.

County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Accela with network access for remote installation and testing.

Acceptance Criteria: The System Setup will be accepted when Accela and County representatives agree that the self-hosted environment for production is successfully installed, configured, and useable. The County will be asked to confirm acceptance, see Attachment A, and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days, the System Setup is considered accepted by the County.

DELIVERABLE 3: CONFIGURATION

Definition: Configuration includes the process of using Accela Automation Administrative tool to configure the base product using the approved configuration document as a specification. The Configuration deliverable is broken down into application types and consoles.

Application Types

Based on specifications outlined in the approved configuration document, Accela will configure the following:

- I. **APPLICATION TYPES (15)** – Create application type and associate workflows, app specific groups, fee schedules, set ID mask

- II. **PARCEL TEMPLATE (1)** – Configure a parcel template that contains County specific data fields
- III. All identified Inspection Groups and Inspections
- IV. All existing Fee schedules for affected application types
- V. Administration/Security

CONSOLES

Based on specifications outlined in the approved configuration document, Accela will configure four (4) consoles: Administrator, Building, Planning, and Counter.

County key user personnel will be involved and will be trained to be able to do this work moving forward.

Acceptance Criteria: The configuration will be accepted when Accela and the County agree that all requirements, objectives, and scope have been configured as they are documented in the approved Configuration Document. The County will be asked to sign-off on the configuration and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days of the request for sign-off, the configuration is considered accepted by the County.

DELIVERABLE 4: REPORTS

Definition:

The Configuration Document will define the reports and documents that are currently in use. An evaluation will be done to map these needs to available standard reports and reports which need to be custom created. In addition to the standard reports included in the new Land Management application, Accela will create new or alter up to ten (10) standard reports broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training on the report writing tools is completed, County personnel will be able to handle the creation of report for all additional and future report requirements. If required, upon execution of a change order, Accela can develop additional, reports, forms, letters, and other documents on behalf of The County.

Reports are classified by level of effort: high, medium, and low. High is defined as a report containing significant calculation and detail - typically a financial statistical report. The majority of reports are medium which is defined as a report displaying non calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data. This scope of work includes ten (10) reports broken down as follows: three (3) high, five (5) medium and two (2) low. The Accela project manager will work with the County project manager to determine which level of effort each individual report is classified.

Prior to the development of a report the County will approve a design specification document. The specification document will be created jointly by the County and Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

Accela recommends County choose Oracle Reports, Crystal Reports XI, or SQL Reporting Services reporting developmental platforms. Versions of each Reporting Developmental Platform must be compatible with current version of Accela Automation. The County may choose to integrate the reporting solution into the existing reporting environment. As a result of the above integration the County will be responsible to insure the correct version of the

reporting environment is compatible with Accela Automation. The County has determined that all reports and documents will be created using the Crystal Developmental Platform.

Accela will use standard Crystal features, such as adding Databases (aka tables) and linking them; the standard Crystal report canvas; and "Crystal Syntax" for all formulas. The use of "Basic Syntax" will be avoided. And, specifically, no report will use the (sometimes called) "Command" facility: the ability to base a report solely on a hard-coded SQL query. If Accela determines that any of the requested reports/documents require the use of the "Command" facility and/or SQL syntax, the County may accept the report as proposed or decide to create it themselves. If rejected, Accela and the County will agree upon a suitable report/document replacement for Accela to provide as part of this agreement

County Responsibilities:

- Make available the appropriate County key users and content experts to participate in the report specification development and validation activities.
- Provide information and data in the formats specified by Accela that will be needed for the report configurations.

Acceptance Criteria: A sample report run against a test database will be delivered for each identified report. The County will be asked to sign-off on the each report and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days, the report will be considered accepted by the County.

DELIVERABLE 5: CUSTOM SCRIPTS

Definition: Based on a review of County's requirements Accela is proposing five (5) master scripts. The scripts will be identified during the Configuration Analysis phase. Prior to the development of a script the County will approve a design specification document. The specification document will be created jointly by the County and Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

County's Obligation:

- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Provide complete and accurate information in a timely manner.
- Ensure that the data populates successfully according to the script requirements document.
- Allocate the time for qualified personnel to test the interface for acceptance

Acceptance Criteria: Each custom script will be accepted when the County agrees that all requirements, objectives, and scope have been appropriately delivered against the approved scope document. The County will be asked to sign-off the custom script and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond to the sign-off request within ten (10) working days, the Script is considered accepted by the County.

DELIVERABLE 6: INTERFACES

Definition:

Financial Interface:

The County currently has a custom interface that updates the financial system with data from the Accela Enterprise system currently in use by SBC. The initial estimate is for 80 hours of T&M to develop the interface. The first step will be to complete the requirements analysis and determine the level of effort required to complete the interface development. If the requirements analysis indicates that additional time beyond the allocated 80 hours will be needed to complete the interface development, the County will have the option of proceeding after the execution of a project change order at the established rate for interface assistance of \$185/hour.

County's Responsibilities:

- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Provide complete and accurate information in a timely manner.
- Provide problem-free data to the format specified by Accela including an accurate data dictionary for the data set. Problem-free data is defined as data that is not corrupt or un-useable.
- Assist in the interface/data mapping process.
- Ensure that the data populates successfully according to the interface requirements document.
- Allocate the time for qualified personnel to test the interface for acceptance

Comment: Will not be utilizing web services, see text addition above for interface requirements

Acceptance Criteria: Each interface will be accepted when the County agrees that all requirements, objectives, and scope have been appropriately defined in the interface, and that an appropriate sign-off, see Attachment A, has occurred by the County. The County will be asked to sign-off the interface and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond to the sign-off request within ten (10) working days, the interface is considered accepted by the County.

DELIVERABLE 7: DATA CONVERSIONS

Definition: Accela will provide two historical data migrations/conversions: Accela Enterprise and LIX in support of the Accela Automation solution and two periodic conversions: Address, Parcel, Owner (APO) and State Contractor License Board.

The conversion of historic data from the existing database is one of the most significant aspects when migrating from one system to another. Although Accela has tools in place to expedite this conversion process, we expect that standard tools for conversion will only address a portion of the historic data conversion effort. Specific data mapping and conversion efforts will need to be undertaken to ensure that all relevant historic data is converted to the new system and is available for use immediately upon cutover from the existing system. For this scope of work Accela has included an estimated 400 total hours of assistance for Accela Enterprise and 160 hours for LIX for this effort. These hours will include assistance in data mapping, data extraction, script development for conversion, data testing and validation, and final data migration/conversion. This estimate will be finalized after a Accela has had an opportunity to review the County's current database prior to contract signing.

Accela will work directly with County personnel to perform a Technical Review/Configuration Analysis to examine idiosyncrasies and errors in the existing dataset, data structure, and data input – all important elements that have direct bearing on the insertion of historic data into Accela Automation. The County will provide Accela with a sample data set in order to perform this analysis effort.

The required data mapping effort will be a joint exercise between key County personnel and Accela data conversion experts. Once the data mapping has been defined, Accela will ask that a representative of the County sign off on the data maps. With approval in place, Accela will make any required modifications to standard conversion scripts and any other conversion programming that may be required.

The sample data set will be loaded in the Accela Automation support environment established for the County implementation at which time the County and Accela will undertake validation of the converted data. Upon acceptance of the sample data conversion, Accela will proceed to run the complete historical data conversion. This data will continue to be housed in the Support environment and will provide data for system configuration validation and report and document validation as well.

At the conclusion of the project, one final data conversion will be run against the then-current historic data for loading into the final live Production environment.

Address, Parcel, Owner Conversion:

Based on a review of County's requirements during the Needs Analysis, Accela will deliver an interface between the County Assessor Office and the Accela Land Management system to populate Address, Parcel and Owner (APO) information. The County Assessor department will create a flat file of APO data in the predefined Accela format, which Accela will use to update the Land Management system. This process can be set up to run at whatever frequency the County determines is appropriate.

Contractor License data Conversion:

Accela will provide a program to populate the State Contractor license data to the Accela Automation database. Accela and the client business and technical experts work together to map the source data to the destination database. Accela will deliver an interface specification document for each interface as a formal deliverable. After the client signs off on the interface specification document, the Accela interface team will develop the interface that will populate the Accela system with the appropriate data. Accela expects that all data to be imported into Accela Automation be scrubbed as may be necessary by County resources prior to import.

County Responsibilities:

- Allocate the time for qualified business and technical experts for the data-mapping sessions that are critical to the project success.
- Provide complete and accurate information in a timely manner.
- Provide problem-free data to the format specified by Accela including an accurate data dictionary for the data set. Acceptable formats are SQL Server 2000 and above, Oracle 9i or above, Access 97 or above, and flat file pipe-delimited.
- Assist in the data-mapping process.
- Ensure that the data is converted successfully according to the data-mapping document.
- Allocate the time for qualified personnel to test the conversion for acceptance

Acceptance Criteria: These conversions will be accepted when the County agrees that all requirements, objectives, and scope have been appropriately defined in the conversion, the conversion procedures work according to their definitions, and an appropriate sign-off, has occurred by the County. The County will be asked to sign-off on each conversion and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days, each conversion is considered accepted by the County.

DELIVERABLE 8: ACCELA CITIZEN ACCESS

Definition: Accela will deliver to County users the specifications and application software for most recently released version of the Accela Citizen Access add-on module. Accela will work with County user representative to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. Features available for configuration include:

- Application for Permits
- Research for Permit and other application activities
- Scheduling of Inspections
- Research for Inspection Results
- Process online payments via the County's online merchant account

Comment: Verisign no longer provides online credit card transaction processing (sold to PayPal). Need to ensure we utilize a payment processor that can and will be supported by the CRC and Accela

County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Procure appropriate online merchant account for processing of online credit card payments.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Accela with network access for remote installation and testing.
- Provide information on the services and selected CAPs that the County desires to offer via Accela Citizen Access.

Acceptance Criteria: This Deliverable will be accepted when County can log into the Accela Citizen Access that has been installed on County computer systems so as to allow County to verify that the Accela Citizen Access software was installed in both the production and support/test environments. The County will be asked to sign-off on the Install of Citizen Access and respond within ten (10) working days of its delivery with an acceptance signature or an exception list. Accela has ten (10) working days to respond with corrections. If the County does not respond within ten (10) working days, Citizen Access is considered accepted by the County.

DELIVERABLE 9: DEPLOYMENT - ACCEPTANCE TESTING (COMPLETED TWICE)

DELIVERABLE 9A: USER ACCEPTANCE TESTING

Definition:

User Acceptance testing is the opportunity for the County to test the fully integrated, completed system including data conversion, interfaces, reports and configuration. During the user acceptance testing period Accela will support the County as they test the system. This Deliverable is the County's acceptance that the configured solution meets the agreed to solution as defined in all the Deliverables. Accela will work with the County to mutually define acceptable system Test plans and Use Cases (an example of such is provided below).

County Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by County

- County intends to utilize the Use Cases documented in each System Configuration Document Deliverable as the basis for the acceptance of this Deliverable.
- During User Acceptance testing County should expect to spend thirty-two (32) hours per person utilizing Accela Automation to complete testing. An example would be 100 users at the County would spend thirty-two hundred hours (3200) testing and accepting the system. If during this time, County does not dedicate adequate resources to user acceptance testing Accela will not continue to complete the Implementation of the proposed Solution. As a result, assigned resources may be assigned to other projects.

Acceptance Criteria:

This Deliverable will be accepted when County agrees that the configured solution meets the agreed to solution as defined in all the Deliverables, and Accela has resolved all *Critical* and *High* issues identified and logged with them during and prior to User Acceptance Testing.

NOTE: A Critical issue will be any issue that stops the system from operating, such as, a hard disk failure or application failure that does not present the Web page to the end user. A High issue will be any issue that stops the end-user from performing daily business operations, such as, application intake, scheduling inspections, issuing permits, or printing documents and reports. Neither Critical nor High issues will be enhancements or possible gaps in software determined from existing system to Accela Automation.

Example Test Case:

Test	Process	Steps to Complete Process	Outcome
1	Create a New Building < Residential < Single Family < Add On	1. Click New from the Menu bar and drill into correct CAP	Smart Choice BLD_RES displayed
		2. Use Address 242 C Jones Court	242 Jones Court is selected, 1234 is auto selected as the Parcel, Davey Jones auto selected as the Owner
		3. Set the following Application Specific Fields to the following: A. B C	Values selected are used to calculate Fees at Application Submittal.
		Click the Submit Button	Application Created, 1 Initial Inspection Auto scheduled, 200 dollars in fees assessed and auto invoiced.
		Upload Document to EDMS	Filenet accepts document and stores in repository
		Sign-off on Workflow Application Accepted	Report 10 Spooled to SQL Reporting Services

DELIVERABLE 9B: FINAL ACCEPTANCE TESTING

Definition:

Final Acceptance testing is the opportunity for the County to use the fully integrated, completed system including data conversion, interfaces, reports and configuration in production use and under real work-loads. Upon System Go-Live, the County will utilize the new system for all production activities for a minimum period of thirty (30) calendar days. The County will notify Accela of any Critical or High issue errors that exist, if any, and Accela will provide a correction of the errors within reasonable time. Within five (5) business days of receiving the corrections, County will retest the

System for an additional ten (10) business days. During this final acceptance testing period, the Accela project team will continue to provide support. This Deliverable is the County's acceptance that the configured solution meets the agreed to solution as defined in all the Deliverables and does so in production use.

County Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate County users to participate in production use of the system; all major function will be accessed including Citizens Access.

Acceptance Criteria:

This Deliverable is deemed to be accepted upon the expiration of the testing period and confirmation that all *Critical* and *High* issues identified and logged with Accela during and prior to Final Acceptance Testing have been resolved.

DELIVERABLE 10: TRAINING

Definition: This scope of work includes the following courses from the Accela University.

Product Overview – 1 Day
Daily Activities – 2 Days
Administrator – 3 Days
Accela Database Schema for Report Writing Training – 2 Days
Event Manager Script Training – 1 Day

Additionally, this scope of work assumes that end user training will be train-the-trainer and end users will be trained by County personnel. The County Project Manager will work with the Accela Project Manager to identify those individuals to be trained in each of the above categories.

While Accela will provide standard Daily and Administrator User Guides in Microsoft Word format, it is also recommended that the County create County-specific User Manuals for employees to empower them to use the system.

County Responsibilities:

- Properly select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Users must be proficient in using PCs in a Windows environment.
- Users must be familiar with use of standard Internet browsers.
- Conduct County wide end user training.
- Write User Manual Extensions

Acceptance Criteria: This deliverable will be accepted when the training is completed and the appropriate sign-off, see Attachment A, has occurred by the County.

SEE DESCRIPTION OF TRAINING APPENDIX B – TRAINING COURSE DESCRIPTION

DELIVERABLE 11: DEPLOYMENT - TRANSITION TO CRC

Definition:

This Deliverable represents the post Production Go Live support. Upon Final Acceptance, the project will officially transfer to the Customer Resource Center ("CRC"). Accela will provide to the County all information necessary to adequately utilize CRC resources and transition from implementation to support and maintenance services.

Acceptance Criteria:

This Deliverable will be accepted when the project is officially transferred from the Accela project team to the CRC and after Final Acceptance by the County.

PROJECT ADMINISTRATION

Accela will perform project management services need to plan and monitor execution of the project in accordance with services outlined in the Proposed Solution. Generally these services include the following:

- Project plan management
- Change order management
- Issue log management and escalation
- Status reporting
- Project workspace management
- Resources management
- Meetings management
- Services review

By mutual agreement some project management tasks may be shared between the Accela Project Manager and the County Project Manager. A detailed project plan will be maintained and monitored using Microsoft Project.

ACCEPTANCE

The Services contracted for in this Proposed Solution will be considered accepted when all deliverables, as defined in the description of work, have been accepted by the County representatives.

KNOWLEDGE TRANSFER

It is expected that Accela will transfer appropriate knowledge of the system using formal training sessions and on-the-job mentoring to the County personnel so that the normal system configuration and support work can be performed without relying on Accela to perform these tasks.

CHANGE ORDERS

In the normal course of implementing a large information technology project things may occur that either directly require that implementation planning be changed, or necessitate the consideration of change. Change control discipline is the process for managing change in a way that serves the same budgetary, technical, operational, programmatic and administrative needs extant during the decision to implement. Within this context, modification to or deviation from the agreed goals, requirements, scope, schedule or changes that impact the delivery time or effort in hours agreed upon in the contract become subject to the change control process. Typical steps in this change control process include:

- The change requestor reviews the details of their change request with the County Project Managers;

- The Project Manager reviews the change request with core team members to identify the impact of the change and/or the implication to the implementation and documents the result of the meeting;
- The Project Manager reviews the change request, its impact document, and the implications to the implementation with the Program Sponsor and a decision about whether or not to proceed is made;
- The Program Manager informs the requestor about the decision; and,
- Updates the implementation scope and project plans per disposition decision where appropriate.

The agreed upon scope and functionality of the work to be performed and the results expected are documented a Statement of Work (SOW) and the contract. Any modification to or deviation from the agreed goals, requirements, scope, schedule or changes that have an impact on the delivery time or effort in hours agreed upon will be subject to change control procedures, in addition to appropriate addendums to other relevant administrative documents (e.g., the contract) where the affect of the change will be appropriately codified. In some instances, this requirement can be met by including an administrative "mechanism" by which changes are controlled and codified within the contract. The changes that are the results of the mechanism would then become codicils to the contract and made a part thereof.

The County Project Managers should have the authority to initiate change requests whenever there is a perceived need for a change that will affect the agreed upon schedule, functionality, and/or effort hours. Change control items must be monitored on a weekly basis, and reviewed during status meetings. The agreement of the parties documented on a project Change Request Form signifies agreement to a change in overall effort hours, requirements, schedule, and/or delivery schedule which in turn assumes a modification of the corollary sections of the projects governing documents.

An issue, where change is an outcome legitimately considered, can originate from a resolved problem or issue, a document, a conversation, or other form of communication. The County Project Manager and Accela Project Manager responsible for the area considered for change will:

- Complete a Change Request Form for the proposed change(s) and submit copies to the relevant parties, possibly including subcontractors and other involved project team members to obtain their input on the scope of work;
- Record the Change Request in a change control log;
- Investigate the impact of the proposed change;
- Evaluate the impact of not performing the change;
- Prepare a response to the proposed change; and,
- File the Change Request Form original in the project library.

The results of the investigations and evaluations should appropriately address the effect of the proposed change(s) on issues, proposals and benefits addressed in the County Project LCS and/or changes to the terms and conditions of the agreement to implement that project subsequently struck between the parties. The County and Accela Project Managers will discuss and finalize the change(s) and obtain authorization to proceed via sign-off of the Change Request Form. However, if the change is not agreed to, then:

- The County IT and Accela Project Managers will document the objection; and,
- The proposed change will be either re-negotiated, if possible, or withdrawn, with the reasons being documented on the Change Request Form.

Once the Change Request Form has been approved and signed then work can begin as described below:

- The Accela Project Manager will adjust project plans and schedules to incorporate the approved changes and present the adjustments for review and approval;
- Progress on all recorded changes will be reported at status meetings and all project managers must sign the Change Request Form once the change has been completed;
- The Change Request Form is returned to the appropriate Project Managers who will update the Change Request Log with the date the change was completed signifying the status and disposition of the change.
-

PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted for under this Scope of Work may be performed remotely and/or at Santa Barbara’s on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein. When on-site facilities are required in Santa Barbara, the Accela Project Manager will coordinate with the County’s Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated that Accela will require facilities to accommodate on-site Business Analysis and Training. Accela will expect that a workspace for a Project Manager and Consultants will be provided. This workspace should consist of a Telephone and Network connection.

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with Santa Barbara. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that Accela may choose to augment or replace individuals on this team with other qualified team members at any time during the course of this effort. Team member replacements will be handled in the manner prescribed in the System Upgrade contract. Accela’s Project Manager shall assume full responsibility for the coordination of this team and its interaction with key County resources assigned to the effort.

SANTA BARBARA RESOURCES

Accela understands the County’s desire to structure its own team, with the desire to establish a Steering Committee to help guide the implementation process at all levels of your organization. Accela is committed to working with you to help you determine the most appropriate structure for the administration of the project, and this can occur during Project Initiation.

Typical personnel roles provided by agencies to work with the Accela Engagement Team to deliver the Services are presented in this document as a guideline as you consider your team. Santa Barbara should also provide Technical Resources as required to assist in the loading and testing of Accela Automation software in the County’s hosting environment, as well as to identify two to three users of the new system to be trained as administrators or “power users.”

County Resources	Description
Project Sponsor	Responsibilities include: <ul style="list-style-type: none"> • Ultimate responsibility for the success of the project. • Creating an environment that promotes project buy-in. • Driving the project through all levels of the County. • High-level oversight throughout the duration of the project.
Project Manager	Responsibilities include: <ul style="list-style-type: none"> • Overall administration, coordination, communication, and decision-

	<p>making associated with the implementation.</p> <ul style="list-style-type: none"> • Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the County. • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
Division/Departmental Business Leads	<p>A user representative for each affected department must be appointed. These critical appointments may well determine the success of the implementation for their respective areas.</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> • Attending requirements workshop sessions • Willing and able to gather data and make decisions about business processes • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration • Participating in the implementation of the Accela Automation solution
Division/Departmental Subject Matter Expert (SME)	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Being trained on the Accela Automation system at a System Administration level. • Being fully engaged in the Business Analysis and system configuration activities. • Assist internal efforts towards the creation of reports, interfaces & conversions. • Assist in the review and testing of the system configuration. • Actively participate in the full implementation of the Accela Automation solution.
Technical Lead	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Primary responsibility for the technical environment during the software implementation. • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards • Work with Accela technical personnel during implementation • Maintain test and production databases • Perform day-to-day maintenance of the system and install maintenance releases • Act as the primary technical resource for troubleshooting problems • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with County. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela’s Project Manager shall assume full responsibility for the coordination of this team and its interaction with key resources assigned to the effort.

Accela Resources	Description
Project Executive	<p>Responsibilities include: The Project Executive oversees the project’s progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with County Executives monthly or upon request throughout the duration of the project.</p>

<p>Project Manager</p>	<p>The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> • Project plan management • Change order management • Issue log management and escalation • Status reporting • Project workspace management • Resources management • Work plan management • Meetings management • Project review with Project Executive <p>In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.</p>
<p>Senior Implementation Consultant</p>	<p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> • Business analysis activities: Mapping the client’s business processes and requirements to the functionality of Accela’s products and the creation of solution design • Leading system configuration activities • Providing training/mentoring to County staff
<p>Implementation Consultant</p>	<p>Implementation Consultant resources work mainly on:</p> <ul style="list-style-type: none"> • The configuration of the system to match the System Configuration document • Build activities within the project, such as conversion data mapping, creation of report and interface specification
<p>Technical Consultant</p>	<p>Accela Technical Consultants are involved in all areas that require technical involvement such as:</p> <ul style="list-style-type: none"> • Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access) • Report definition and creation • Event Manager Script definition and programming • Database Conversions and data mapping assistance

Established during contract negotiations and would be expected to include following the change order process as outlined in this scope of work.

**ATTACHMENT A
DELIVERABLES ACCEPTANCE FORM**

Please acknowledge acceptance in one of two ways:

1. sign and fax the document to Accela Accounting Department, Attention Billing: 925-560-0061, or
2. e-mail the document as an attachment to billing@accela.com stating "accepted" in the subject line or body of the email message.

Accela Acceptance #:

Date:

Project Name/Code:

Contract/Agreement Name/Number/Date:

Accela Manager:

Santa Barbara agrees that Accela has successfully completed the following Deliverables / Milestones:

Deliverable / Milestone Item Name/#	Source / Reference Details	Amounts Billable
		\$
		\$

Santa Barbara agrees that Accela has successfully completed the Deliverables/Milestones described above and therefore agrees to pay all invoices in connection with the acceptance of the(se) Deliverables/Milestones in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Santa Barbara Name:

Signature

Title

Date

APPENDIX A – TECHNOLOGY INFRASTRUCTURE

DESCRIPTION

Accela Automation is built on the Accela Vantage360™ architecture and features a powerful set of common services that provide a unique end-user experience that can be personalized for every employee. Accela Vantage360 leverages CRM principles developed in the private sector to provide Citizen Relationship Management in the public sector and integrate enterprise information resources to let end-users access this information from any perspective.

FEATURES

Accela Vantage360 6.2 common features include:

- **Accela Document Service** – A thin-client, single-source portal that provides file upload and download. Optionally, Accela Document Service utilizes Informative Graphics' Brava Enterprise 5 for viewing files, redlining, and file version management. Brava Enterprise 5 supports almost 200 file formats. (Please visit www.bravaviewer.com/brava_enterprise.htm for more information regarding supported file formats and other information.)
- **Accela GIS™ Portlet** – End-users can use an integrated GIS portlet to map a record such as a service request or permit application by address.
- **Credit Card Processing** – Directly in the Vantage360 interface credit cards can be processed for application against fees.
- **CSV Export** – End-users can export the contents of any List Portlet directly to an Excel™ spreadsheet for additional reporting and analysis activities.
- **Customized, Role-Based Consoles** – Agencies can create consoles targeted to specific agency roles, allowing end-users to see only the information they need to efficiently do their jobs. Administrators can configure filters and portlets to create customized role-based consoles. Administrators can also configure console labels and text to match agency-specific terminology. End-users can further personalize their consoles, choosing which portlets they want to see and arranging columns in List Portlets. End-users can also define their own QuickQueries to focus in on specific data they want to see in their consoles.
- **Customizing List Portlets** – End-users can define how many records per page list portlets should return, in addition, end-users can quickly switch between 'short' and 'long' record lists on list portlets.
- **Filters and QuickQueries™** – Filters and QuickQueries let end-users see data they need to see, in the way they want to see it. This allows end-users to do their jobs more effectively. Administrators configure role-based Filters, thus allowing end-users to see only authorized data. QuickQueries are dynamic queries that either administrators or end-users can configure and save. For example, a call center agent may set up a QuickQuery to select and display only open and high-priority service requests of a certain type.
- **Graphical Form Portlet Layout Designer** – Accela Vantage360 allows agency Administrators to configure Form Portlet layout to best meet the agency's needs. Cells can span multiple columns and rows and administrators can set tab order.

- **Importing/Exporting Objects between Vantage360 Environments** – Implementers or administrators can import and export the following objects between Vantage360 environments:
 - Alerts & Messages
 - Consoles (with pages and portlet pointers)
 - Data Filters
 - IntelliScripts
 - Portlets
 - QuickQueries
 - Rules
 - SmartCharts
 - SmartChart Queries
 - View Filters
- **Integration Support** – Vantage360 provides multiple solutions for integration with external applications. Remote external applications can securely invoke Vantage360-based product business objects.
- **IntelliScript™** – Accela IntelliScript increases end-user effectiveness and accuracy. This technology enables service professionals to easily ask the right questions to citizens at the right time, thereby ensuring the quality of each contact. Accela IntelliScript provides a logical, step-by-step method for collecting information and performing key business tasks. Administrators can build and refine Accela IntelliScript without any programming. Accela IntelliScript lets Administrators deploy scripts over the Internet so that citizens can easily follow step-by-step processes to complete key tasks.
- **JSR-168 and RSS compliance** – Accela Vantage360 Consoles are a zero-deploy, role-based UI paradigm that lets end-users (including citizens via public access) interact with their information in the way they need to perform key business tasks. We deploy consoles via JSR-168 (Java Specification Request) compliant portal managers, leveraging the benefits of JSR-168 and RSS (Really Simple Syndication) to easily incorporate information from external sources directly into end-user Consoles.
- **LDAP/Active Directory** – Accela Vantage360 includes LDAP (Lightweight Directory Access Protocol) support to allow single-point security administration for Accela Automation End-users.
- **List tab record count indicators** – End-users can see whether a sub tab contains records without clicking on the sub tab to manually check.
- **Portlet Building Blocks** – Vantage360 allows Accela to build products with a reusable set of visual, browser-based components, or “portlets”. Common portlets include Alert, Bulletin Board, FAQ, Form, List, SmartCharts, and Quick Links. Because we leverage an ever-expanding library of reusable portlets, we gain tremendous efficiency in product development and testing. This allows us to respond more quickly to customer enhancement requests, and allows us to customize role-based end-user consoles.
- **Reference Configuration for Rapid Implementation** – Vantage360 ships with a reference configuration of role-based consoles that allow agencies to rapidly go live with only minor configuration changes.
- **Public Access Portlets** – We leverage a set of reusable, streamlined public access portlets for citizen use. Agencies seamlessly incorporate public access portlets into their Web sites for both anonymous and registered citizens.

- **Reporting** – Accela Report Writer allows end-users to query, analyze, and extract information from their Vantage360-based product database. Agencies can take advantage of robust formatting capabilities to produce professional-looking printed reports, complete with color graphics and charts. All Vantage360 reporting tools are browser-based—there is no need to download bulky desktop applications. End-users can generate and share reports with other agency staff.
- **Single, Consolidated Database** – Vantage360 contains a single database on top of which we build all our Vantage360-based products. This provides tremendous benefit from the perspective that, no matter which product(s) end-users work with, all end-users always see current, synchronized data across the enterprise.
- **SmartCharts™** – SmartCharts provide at-a-glance summarized business information so end-users can view actionable data and take steps to improve agency operations. SmartCharts provide multiple charting objects (bar, line, gauge, odometer, et cetera) that appear on an end-user console to provide key business indicator information. During implementation, Accela Services customizes SmartCharts to display key agency-specific information.
- **Three-tier Architecture** – Vantage360 is a true three-tier architecture. The presentation tier is a zero-deploy, browser-based thin client. All business logic resides in an industry-standard middle tier. Only data resides in the database tier. This makes deployment and administration easy for both agencies and Accela.

ACCELA-HOSTED DEPLOYMENT

Accela offers hosting services as a deployment option for Accela Automation modules. The only requirements for the agency are workstations and Internet connections for each end-user.

ACCELA-HOSTED HARDWARE AND SOFTWARE REQUIREMENTS

Accela Automation modules have these requirements for each end-user workstation:

End-user Workstations	
Minimum Hardware Requirements	Minimum Software Requirements
<ul style="list-style-type: none"> • Pentium 4 1.2GHz or better • IBM Compatible PC • 256MB of RAM • Internet Connection via analog modems, ISDN, xDSL, Cable modem, or dedicated frame-relay circuits (i.e. T1s) 	<ul style="list-style-type: none"> • Windows 2000 or XP • Internet Explorer 6.x or Netscape 8.x • Adobe Acrobat Reader (download free at www.adobe.com) • Screen resolution is between 800x600 and 1024x768
Optimal Hardware Requirements	Optimal Software Requirements
<ul style="list-style-type: none"> • Pentium 4 2.4GHz or better • IBM Compatible PC • 512MB RAM or more • 40GB HD 	<ul style="list-style-type: none"> • Windows 2000 or XP • Internet Explorer 6.x or Netscape 8.x • Adobe Acrobat Reader (download free at www.adobe.com) • Screen resolution is between 800x600 and 1024x768

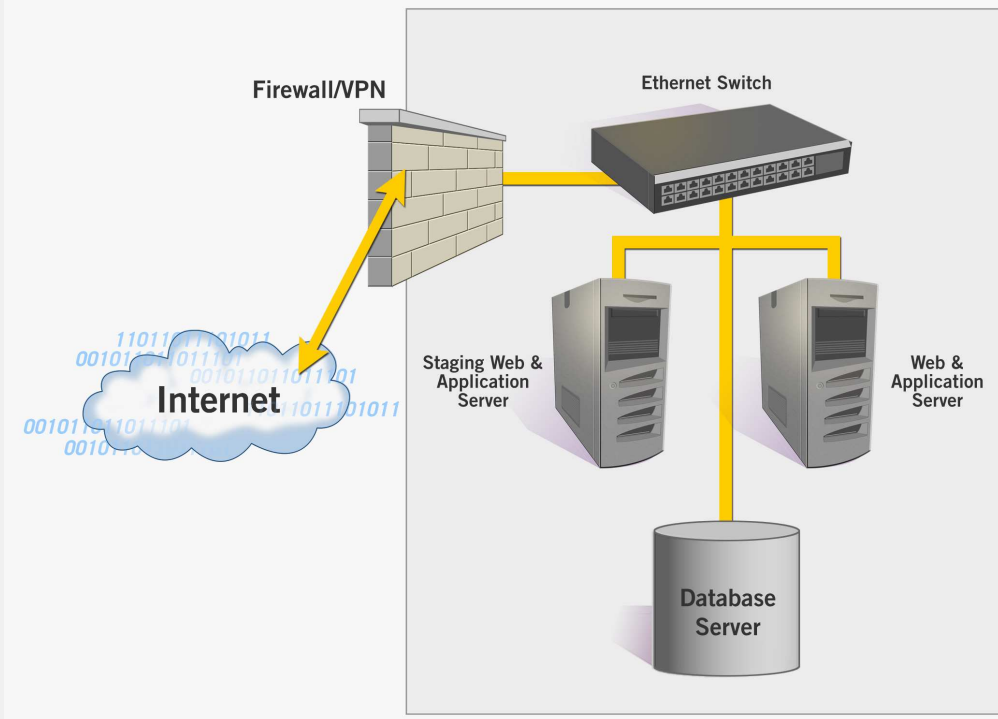
- | | |
|--|--|
| <ul style="list-style-type: none">• Internet Connection via analog modems, ISDN, xDSL, Cable modem, or dedicated frame-relay circuits (i.e. T1s) | |
|--|--|

AGENCY-HOSTED DEPLOYMENT

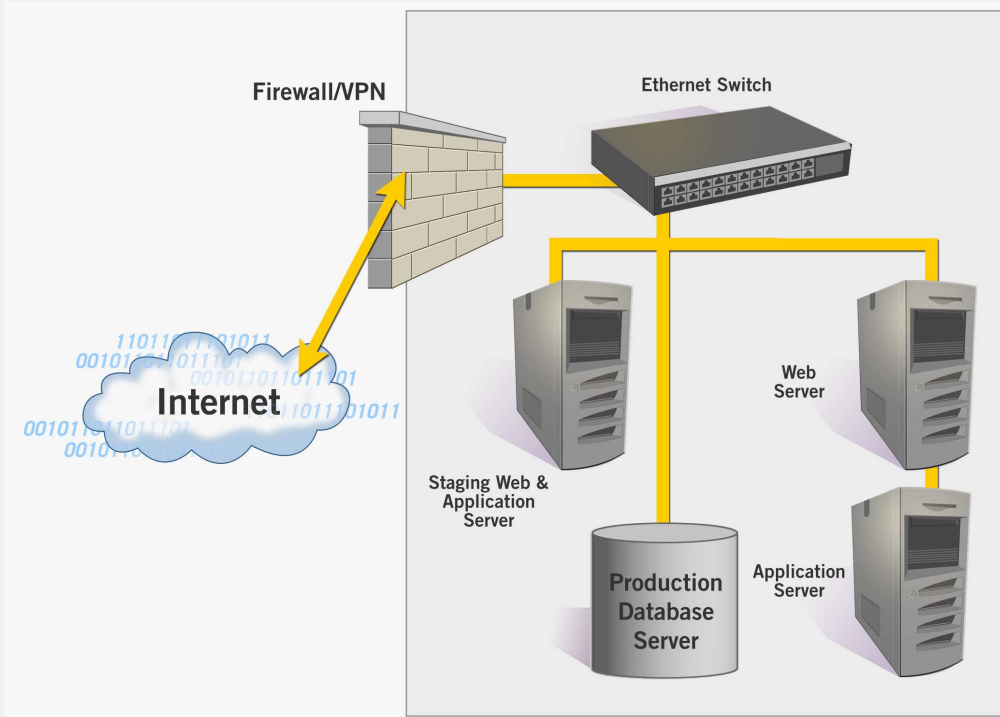
Agencies can install and operate Accela Automation modules at their own facilities. Below are descriptions of deployment configurations and software and operating system requirement descriptions.

AGENCY-HOSTED DEPLOYMENT CONFIGURATIONS

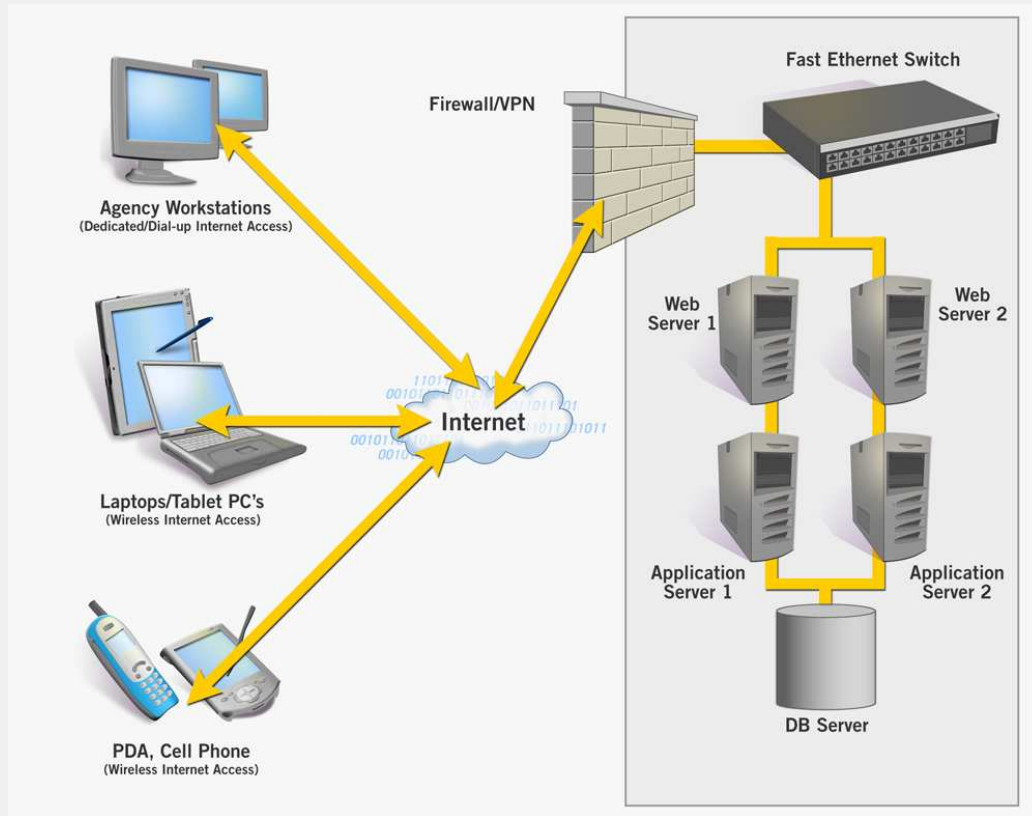
This diagram shows the minimal deployment configuration for Accela Vantage360-based modules (for Agencies with approximately 50 or less Named Users, depending upon Agency-specific usage characteristics):



This diagram shows the typical deployment configuration for Accela Vantage360-based modules (for Agencies with approximately 100 or less Named Users, depending upon Agency-specific usage characteristics):



This diagram shows a high-volume deployment configuration for Accela Vantage360-based modules (for Agencies with approximately 100 or more Named Users, depending upon Agency-specific usage characteristics):



AGENCY-HOSTED HARDWARE AND SOFTWARE REQUIREMENTS

Accela Vantage360-based modules have these hardware and software requirements:

End-user Workstations	
Minimum Hardware Requirements	Minimum Software Requirements
<ul style="list-style-type: none"> • Pentium 4 1.2GHz or better • IBM Compatible PC • 256MB of RAM • Internet Connection via analog modems, ISDN, xDSL, Cable modem, or dedicated frame-relay circuits (i.e. T1s) 	<ul style="list-style-type: none"> • Windows 2000 or XP • Internet Explorer 6.x or Netscape 8.x • Adobe Acrobat Reader (download free at www.adobe.com) • Screen resolution is between 800x600 and 1024x768
Optimal Hardware Requirements	Optimal Software Requirements
<ul style="list-style-type: none"> • Pentium 4 2.4GHz or better • IBM Compatible PC • 512MB RAM or more • 40GB HD • Internet Connection via analog modems, ISDN, xDSL, Cable modem, or dedicated frame-relay circuits (i.e. T1s) 	<ul style="list-style-type: none"> • Windows 2000 or XP • Internet Explorer 6.x or Netscape 8.x • Adobe Acrobat Reader (download free at www.adobe.com) • Screen resolution is between 800x600 and 1024x768

Production Web Server	
Minimum Hardware Requirements	Minimum Software Requirements
<ul style="list-style-type: none"> • Firewall/VPN - Hardware based appliance such as Netscreen-25 • VPN connection for Accela access • Intel Pentium 4 2.4GHz or better • 2GB DDR RAM or more • 2 x 18.1GB SCSI Hard Drive or larger (RAID 1) • 10/100/1000Mb/s Network Interface Card • Additional servers for load balancing and high availability if needed 	<p>Accela-provided:</p> <ul style="list-style-type: none"> • JBoss 4.0.2 with integrated Tomcat 5.5 • Java 5 SDK, version 1.5.0_06 • Jakarta Ant, version 1.6.5 <p>County-provided:</p> <ul style="list-style-type: none"> • Microsoft Windows Server 2000/2003 • Allaire/Macromedia ColdFusion MX for J2EE, Version 6.1, per Web sever, Enterprise Edition (Please see www.macromedia.com/software/coldfusion/ for more information.)

Production Application Server

Production Application Server	
Minimum Hardware Requirements	Minimum Software Requirements
<ul style="list-style-type: none"> • Intel Pentium 4 2.4GHz or better • 2GB DDR RAM or more • 2 x 18.1GB SCSI Hard Drive or larger (RAID 1) • 10/100/1000Mb/s Network Interface Card • Additional servers for load balancing and high availability if needed 	<p>Accela-provided:</p> <ul style="list-style-type: none"> • JBoss 4.0.2 with integrated Tomcat 5.5 • Java 5 SDK, version 1.5.0_06 • Jakarta Ant, version 1.6.5 • Viador BI-Portal Suite, version 7.01 (for Accela Report Writer) • Vembu SwisSQL API 1.7 (for MS SQL Server version only) <p>County-provided:</p> <ul style="list-style-type: none"> • Microsoft Windows Server 2000/2003 • Optional: Informative Graphics Brava Enterprise (Please visit www.bravaviewer.com/brava_enterprise.htm for more information.)

Staging Web and Application Server	
Minimum Hardware Requirements	Minimum Software Requirements
<ul style="list-style-type: none"> • Intel Pentium 4 2.4GHz or better • 2GB RAM or more • 36.4GB SCSI or IDE Hard Drive or larger • 100MB Network Interface Card 	<p>Accela-provided:</p> <ul style="list-style-type: none"> • JBoss 4.0.2 with integrated Tomcat 5.5 • Java 5 SDK, version 1.5.0_06 • Jakarta Ant, version 1.6.5 • Vembu SwisSQL API 1.7 (for MS SQL Server version only) <p>County-provided:</p> <ul style="list-style-type: none"> • Microsoft Windows Server 2000/2003 • Allaire/Macromedia ColdFusion MX for J2EE, Version 6.1, per Web sever, Enterprise Edition

Production Database Server	
Minimum Hardware Requirements	Minimum Software Requirements
<p><u>Oracle/Intel deployment</u></p> <ul style="list-style-type: none"> Dual Intel Xeon 2.4GHz or better 2GB RAM or more 4 x 36.4GB SCSI Hard Drives configured with Oracle SAME 10/100/1000Mb/s Network Interface Card <p><u>Oracle/Solaris deployment</u></p> <ul style="list-style-type: none"> Dual UltraSPARC III 1.2MHz Processors or better 2GB DIMMS RAM or more Attached SAN with 4 x 36.4GB SCSI Hard Drives configured with Oracle SAME 10/100/1000Mb/s Network Interface Card <p><u>Microsoft SQL deployment</u></p> <ul style="list-style-type: none"> Dual Intel Xeon 2.4GHz or better 2GB RAM or more 3 x 36.4GB SCSI Hard Drive 10/100/1000Mb/s Network Interface Card 	<p>Accela-provided:</p> <ul style="list-style-type: none"> None <p>County-provided:</p> <p><u>Microsoft SQL RDBMS deployment</u></p> <ul style="list-style-type: none"> Microsoft Windows Server 2000/2003 Microsoft SQL Server 2000 or higher <p><u>Oracle RDBMS deployment</u></p> <ul style="list-style-type: none"> Sun Solaris 8 or higher Oracle 9i Database Server or higher

Optional Items for High-volume Deployments	
Minimum Hardware Requirements	Minimum Software Requirements
<p>Load Balancing and High Availability:</p> <ul style="list-style-type: none"> Fast Gigabit Ethernet Switch - E.g. Cisco 29xxXL Fast Ethernet Switch Load Balancer – Hardware-based appliance such as F5 Big-IP 	<p>No software required</p>

APPENDIX B – TRAINING COURSE DESCRIPTIONS



ACCELA UNIVERSITY

ACCELA AUTOMATION DAILY USER TRAINING

COURSE 3 DESCRIPTION

CLASS DESCRIPTION

The **AA V360 End User Training Course** prepares end users to use the product proficiently. The course focuses on two primary skill sets:

- **Daily Usage** – Participants learn the day-to-day usage of the system. They develop skills that help them perform their daily assigned job tasks.
- **Automation Usage** – Participants learn how to manage repetitive tasks such as permit application intake or constructing their own reminder lists for task due dates.

CLASS LENGTH

This is a **2-day** course.

CLASS SIZE

The class is limited to **10-12** participants with no more than two people per computer. The preference is for each student to have an individual PC for completing class activities.

CLASS OBJECTIVES

This course is comprised of activities that help the student achieve all of the objectives and goals of the course.

At the end of this course, participants will be able to:

- Log on to the V360 System, know how to maintain a user account, and know how to properly log out of the system
- Have familiarity with Ticklers and Preferences
- Navigate within the V360 System and understand the components that comprise the views and layout of the system
- Create and Maintain Applications (Permits, Code Enforcement, Licensing, etc.), including familiarity with all of the tabs on an application form
- Create and maintain Licensed Professionals and Contacts and associate them to an application. They will also know how to associate APOs (Address/Parcel/Owner data) to an application
- Navigate within the GIS System to locate parcels and addresses and have an understanding of the process to associate GIS data to the V360 System
- Interact with Workflows and Tasks as part of their day-to-day work)
- Have a high level understanding of the automation features of V360
- Apply and maintain Fees and Payments including calculating and applying fees, generating invoices, processing payments, cashiering, and generating receipts. The student will also know how to handle refunds and voided transactions
- Create and maintain Inspections, Route Sheets, Guide Sheets, and process the inspection results
- Run Reports

INTENDED AUDIENCE

This course is for County users who will use the new system once it is implemented. The intended audience will also include Accela partners and employees.

- **Sample Titles** – Office Manager, Counter Technician, Intake Clerk, Inspector, Cashier, Administrative Assistant, Department Manager, System Administrator
- **Sample Roles** – Intake, Cashiering, Inspecting, Administration, Managers

INSTRUCTIONAL DELIVERY METHODS

This course employs a blended learning approach that is tailored to an adult audience. The course is Instructor-led, utilizing discussions, demonstrations, hands-on, and written exercises to reinforce each concept. Typically, the hands-on exercises are practiced using the customer's staging or beta system.

PREREQUISITES

Each student should have a general working knowledge of their County's business processes. All students must be computer literate and know how to navigate a web browser. It is highly preferable that the students have Microsoft experience and know how to type.

CLASS AGENDA

DAY ONE

- Chapter 1 – Using Accela Automation
- Chapter 2 – Using Applications

DAY TWO

- Chapter 3 – Automating Your Work
- Chapter 4 – Using Fees and Payments
- Chapter 5 – Using Inspections

CERTIFICATION REQUIREMENTS

Each type of certification has specific course requirements. Not all certification program roles require every course. Here are the role requirements for this course.

- Project Manager - Elective
- Technical Consultant - Elective
- Implementation Consultant - Elective



ACCELA UNIVERSITY

ACCELA AUTOMATION ADMINISTRATION USAGE

COURSE 1 DESCRIPTION

COURSE DESCRIPTION

The **AA Administration Usage Training** course is designed to prepare client Administrators who will use Accela Automation. Skill sets will be developed in three areas:

- **Design/Build Concepts** – Participants will learn the major design/build concepts of Accela Automation. The skill sets learned are essential for any Administrative level role played by the client. Clients will become fully familiar with these concepts so they may either completely build out the Agency on their own or assist in business analysis and process design.
- **Long Term System Administration** – Participants will learn how to manage the day to day operation of Accela Automation and perform minor on-going system enhancements and changes.
- **v360 User Interface Development** – Participants will learn the basic usage of v360. This will include minor modification to the default or templated configurations provided by the development team. The skills learned will provide the administrators with basic skills to create and modify Consoles and assign preconfigured

portlets to those new Consoles or pages.

COURSE LENGTH

This is a **3-day** course.

COURSE SIZE

The class is limited to **7 participants** with no more than two people per computer. The preference is for each student to have an individual PC for completing class activities.

COURSE OBJECTIVES

This course is comprised of activities that help the student achieve all of the objectives and goals of the course.

At the end of this course, participants will be able to:

- Design, Create and Maintain Applications (Permits, Code Enforcement, Licensing)
- Create and Maintain Workflows
- Create and Maintain Processes
- Create and Maintain Fees and Fee Schedules
- Create and Maintain Inspection Schedules
- Create and Maintain User Groups, Users, and FIDs
- Create and Maintain the user experience in Classic and v360 versions of the Accela product

INTENDED AUDIENCE

This course is for County IT Administrators/Managers, Department/Managers, and Subject Matter Experts (SME's) who may assist in the system design and/or build out, or long-term management of Accela Automation.

- **Sample Titles** – IT Department Director, IT System Manager, Building Department Director, Supervisor of Inspectors, Fee Manager
- **Sample Roles** – Counter Technician, Cashiering, Inspecting, Administration, Managing

INSTRUCTIONAL DELIVERY METHODS

This course employs a blended learning approach that is tailored to an adult audience. The course is Instructor-led, utilizing discussions, demonstrations, hands-on, and written exercises to reinforce each concept. Typically, the hands-on exercises are practiced

using the customer's staging or beta system.

PREREQUISITES

Each student should have a general working knowledge of their County's business processes. All students must be computer literate and know how to navigate a web browser. A moderate or advanced knowledge of technical usage, software, and hardware is preferred.

COURSE AGENDA

DAY ONE

- Chapter 1 – Agency Profile and Configuration
- Chapter 2 – Organizations and Profiles
- Chapter 3 – Application Workflows and Processes

DAY TWO

- Chapter 3 – Application Workflows and Processes (cont)
- Chapter 4 – System Automation

DAY THREE

- Chapter 5 – Inspections
- Chapter 6 – APO's
- Chapter 7 – v360 Upgrade

CERTIFICATION REQUIREMENTS

Each type of certification has specific course requirements. Not all certification program roles require every course. Here are the role requirements for this course.

- Project Manager – Required
- Technical Consultant – Required
- Implementation Consultant – Required

SCHEMA FUNDAMENTALS FOR REPORTING

CLASS DESCRIPTION

The **Schema Fundamentals** class is designed to prepare clients who use Accela Automation in two areas:

Understanding the Accela Automation database design – Participants will learn the major schema and database layout design of Accela Automation. The skill sets learned are essential for any Report development role played by the client. Clients will become fully familiar with the schema, Entity Relationship Diagram, and Data Dictionary which will aid them in developing reports with the supported report writing tools. These would include; Oracle Report Writer, SQL Server Reporting Service, Crystal Reports, Accela Report Writer, and the Vantage360 Report Manager.

Implementing Reporting - Participants will learn how to use the knowledge gained of the database design to implement pre-built functions and joins

CLASS LENGTH

The Schema Fundamentals for Reporting class is a **1-day** class.

CLASS SIZE

The Schema Fundamentals for Reporting class is limited up to a maximum of **10** participants.

INTENDED CLASS AUDIENCE

This course is designed for County IT Administrators/Managers, Department Administrators/Managers and Department IT personnel, who may responsible for or assist in the development of reports for the County and its departments.

EXAMPLE TITLES/ROLES

Title Examples:

IT Department Director, IT System Manager, Building Department Director, Department Technical Manager.

Role Examples:

Report Developer, Department Manager, Department Administrative Assistant, Systems Designer

INSTRUCTIONAL DELIVERY METHODS

Instructor-led with intensive hands-on exercises and live system configuration.

SKILLS GAINED

At the end of this course, participants will be able to:

- Understand the Accela Automation schema
- Understand and use the Entity Relationship Diagram
- Use the Data Dictionary to define SQL statements for data extraction and inclusion in reports.
- How to fully use and integrate the pre-built functions and joins to create functional reports
- Gain an understanding of the Vantage360 Report Manager and how it can be used to manage many Agency

PREREQUISITES

Technical knowledge of code writing logic, working knowledge of SQL Query Language, and an understanding of functions, expressions, and joins in databases usage.

SCHEMA FUNDAMENTALS FOR REPORTING CLASS OUTLINE

DAY ONE

- Lesson 1 – Schema's, ERD's, and Data Dictionaries
- Lesson 2 – Functions and Joins
- Lesson 3 – Reporting tools and Accela Automation
- Lesson 4 – Lab



ACCELA UNIVERSITY

ACCELA AUTOMATION SYSTEM ADMINISTRATION

COURSE 12 DESCRIPTION

COURSE DESCRIPTION

The **Accela Automation System Administration** course is designed to prepare Employees, Partners, and Clients for the hardware and software installation of Accela Automation and all of its add-on products. This would include

- **Accela Automation Installer** – Participants will learn the major functional usage of the Accela Automation installer.

This will include a review of hardware and software required for a successful installation. Participants will also be instructed on the actual usage of the installer which will initialize Accela Automation, Jetspeed, web services, document services, and Accela Report Writer.

- **Agency Creation** – Participants will learn how to create an Agency, select needed FIDs, and create extended modules and aliases.
- **Upgrading/Adding/Modifying Versions** – Participants will learn what constitutes an upgrade on code releases, how to modify existing installations, and adding additional products not installed.
- **ARW Configuration** – Participants will learn how to configure ARW including creating a Universe, initializing folders, and setting access.

- **v360 Configuration** – Participants will be instructed in the configuration of the Jetspeed and Vantage 360 tools.

COURSE LENGTH

This is a **1-day** course.

COURSE SIZE

The class is limited to **5-7 participants**.

COURSE OBJECTIVES

At the end of this course the student will be able to use the five (5) tools in the following areas:

ACCELA AUTOMATION INSTALLER

- Hardware and Software requirements
- Memory and storage calculations and requirements
- Installing Accela Automation components
- Database setup and preparation
- Trouble shooting

AGENCY CREATION

- Creating an Agency
- Identifying and activating FIDs
- Configuring Modules and Alias
- Adding Conditions

UPDATING/MODIFYING/ADDING VERSIONS OR COMPONENTS

- Updating new code releases and patches
- Modifying existing installed components
- Adding new components

ARW CONFIGURATION

- Universe creation and installation
- Creating and Managing folders

- Report and document management

V360 CONFIGURATION

- Importing and Exporting base configurations
- Modifying imported consoles and portlets

INTENDED AUDIENCE

This course is for advanced Database Administrators, IT Administrators/Managers, and technical users familiar with the skills bulleted below. Attendees should be familiar with the following:

- Database structure such as Tables, Columns, Schemas, and other general database design concepts.
- Knowledge of either Oracle or SQLServer installation and usage
- Web services basics such as zones, dns, and IP.
- **Sample Titles** – IT Department Director, IT System Manager, Database Administrator, IT Specialists
- **Sample Roles** – IT Admin

INSTRUCTIONAL DELIVERY METHODS

This course employs a blended learning approach that is tailored to an adult audience. The course is Instructor-led, utilizing discussions, demonstrations, hands-on, and written exercises to reinforce each concept. Typically, the hands-on exercises are practiced using the customer's staging or beta system.

PREREQUISITES

Moderate to advanced technical knowledge of database design, database usage, syntax management, SQL, and implementation of expressions used to pass values from the tool.

COURSE AGENDA

DAY ONE

Chapter 1 – Accela Automation Installer

- Chapter 2 – Agency Creation
- Chapter 3 – Upgrading and Modifying Accela Automation
- Chapter 4 – Accela Report Writer Configuration
- Chapter 5 – v360 Configuration

CERTIFICATION REQUIREMENTS

Each type of certification has specific course requirements. Not all certification program roles require every course. Here are the role requirements for this course.

- Project Manager – Elective
- Technical Consultant – Required
- Implementation Consultant – Elective



ACCELA UNIVERSITY

V360 USAGE - ADVANCED

COURSE 13 DESCRIPTION

COURSE DESCRIPTION

The **v360 Usage Advanced** course is designed to prepare participants to use the advanced configuration of the v360 product. This would include customizing Consoles, Portlets, and data filtering tools. Participants will learn the following skills:

- **Consoles and Portlets** – Participants will be instructed on the usage of custom consoles, portlets, and how to deliver a unique user experience within v360.
- **Data Filters** – Data filtering techniques that will allow an Administrator to display the most pertinent information to users in the area they are working.
- **Automation Techniques** – How to alert selected users of system activity, tasks that are due or pending, and graphical display of statistics associated with productivity levels.

COURSE LENGTH

This is a **1-day** course.

Comment: Can all this material be trained in a single day? **Any response from Kent?**

COURSE SIZE

The class is limited to **5-7 participants**.

COURSE OBJECTIVES

At the end of this course the student will be able to use the three (3) tools in the following areas:

CONSOLES AND PORTLETS

- Using Consoles and Portlets
- Customizing Consoles and Portlets
- Assigning usage to Agency's, Modules, and User Groups.

DATA FILTERS

- How to use and Create Data Filters
- Using Global Quick Queries

AUTOMATION TECHNIQUES

- Automating work with Intelliscripts
- Writing SmartChart Queries for use with SmartCharts
- Rules definition and usage
- Workload distribution

INTENDED AUDIENCE

This course is for advanced Project Managers, Implementation Consultants, Technical Consultants, and client Administrators. Attendees should be familiar with the following:

- Accela Automation and general setup and usage of the system
- Moderate knowledge of web usage and design
- **Sample Titles** – Project Manager, Implementation Consultant, System Administrator
- **Sample Roles** – System Administrator

INSTRUCTIONAL DELIVERY METHODS

This course employs a blended learning approach that is tailored to an adult audience. The course is Instructor-led, utilizing discussions, demonstrations, hands-on, and written exercises to reinforce each concept. Typically, the hands-on exercises are practiced using the customer's staging or beta system.

PREREQUISITES

Moderate to advanced technical knowledge of Accela Automation. Participants should have taken Course 1 and should consider Course 7 as an add-on to this course.

COURSE AGENDA

DAY ONE

- Chapter 1 – Getting started and overview
- Chapter 2 – Using Consoles and Portlets
- Chapter 3 – Customizing Forms and Lists
- Chapter 4 – Data Filters
- Chapter 5 – Quick Queries
- Chapter 6 - Intelliscripts
- Chapter 7 – SmartCharts and SmartQueries
- Chapter 8 – Assignments
- Chapter 9 – Messages
- Chapter 10 – Alerts
- Chapter 11 – Setting Up Rules
- Chapter 12 – Link Portlets
- Chapter 13 - ACA
- Chapter 14 – Exporting/Importing Settings

CERTIFICATION REQUIREMENTS

Each type of certification has specific course requirements. Not all certification program roles require every course. Here are the role requirements for this course.

- Project Manager – Elective
- Technical Consultant – Elective
- Implementation Consultant – Elective



ACCELA UNIVERSITY

ACCELA AUTOMATION

EMSE USAGE

COURSE 6 DESCRIPTION

COURSE DESCRIPTION

The **Event Manager Scripting** course is designed to prepare Employees, Partners, and Clients to use the Accela Automation EMSE script engine. This is a beginning course that is design to assist participants in the knowledge of the scripting and how to write basic scripts. The following skills will be :

- **EMSE Scripts** – Participants will be instructed on the usage of scripting, the EMSE script engine, and editing and debugging the scripts.
- **Events** – Participants will learn how to use the event triggers in the script engine..
- **Script Creation** – Participants will learn how to develop Standard Choice items that work in conjunction with the Master Script. The Standard Choices can then provide the functional usage required when using the scripting environment.

COURSE LENGTH

This is a **1-day** course.

COURSE SIZE

The class is limited to **5-7 participants**.

COURSE OBJECTIVES

At the end of this course the student will be able to use the three (3) tools in the following areas:

EMSE SCRIPTS

- Writing Basic scripts
- How to events control the java script
- Adding and Editing new scripts
- Adding and Editing events

EVENTS

- Events available in the EMSE engine
- How events work

SCRIPT CREATION

- How to improve Accela Automation with scripts
- Sample usage of the Standard Choice
- Define and use the criteria in the Standard Choice

INTENDED AUDIENCE

This course is for advanced Project Managers, Implementation Consultants, Technical Consultants, and client Administrators. Attendees should be familiar with the following:

- Advanced knowledge of scripting, specifically JavaScript.
- **Sample Titles** – Project Manager, Implementation Consultant, System Administrator
- **Sample Roles** – System Administrator

INSTRUCTIONAL DELIVERY METHODS

This course employs a blended learning approach that is tailored to an adult audience. The course is Instructor-led, utilizing discussions, demonstrations, hands-on, and written exercises to reinforce each concept. Typically, the hands-on exercises are practiced using the customer's staging or beta system.

PREREQUISITES

Beginning to Moderate technical knowledge of syntax management and java scripting. Participants should also have taken Course 1.

COURSE AGENDA

DAY ONE

- Chapter 1 – Welcome and Introduction
- Chapter 2 – Overview
- Chapter 3 – AA EMSE Interface
- Chapter 4 – Events
- Chapter 5 – Master Scripts
- Chapter 6 – Script Creation

CERTIFICATION REQUIREMENTS

Each type of certification has specific course requirements. Not all certification program roles require every course. Here are the role requirements for this course.

- Project Manager – Elective
- Technical Consultant – Elective
- Implementation Consultant – Elective

EXHIBIT E

VERSION RELEASE TAXONOMY

Accela Automation Release Taxonomy

There are three numbers in the Accela Automation release taxonomy. The first number identifies a major release, the second number identifies a minor release, and the third number identifies a revision number. There are many reasons for changing any one of these numbers. An Accela user may expect certain application changes, depending on what number has been changed, but the actual release may not meet those expectations. For instance, if Accela does significant database changes on a specific release, the major release number may be increased and the user may not see the changes, but may expect to see significant user interface changes. Therefore, the following descriptions will describe the releases based on these expectations, but the users need to be aware that these are not rules for a release designation; rather these are guidelines for release designations.

Major Release – A change to the major release number implies that a major change to the application. A major change may imply a significant addition of application functionality, major enhancements in system architecture and significant redesign of user interface.

A user can expect:

- 1) **Install** – This type of release may require an uninstall of previous versions and an install of the recently released version of the application.
- 2) **Enhancements** – This type of release may contain significant amounts of enhancements and may require training of staff members to use the new or altered functionality correctly.
- 3) **Fixes** – This type of release may include a significant amount of application corrections.
- 4) **Database Changes** – This type of release may contain a significant amount of database changes.

Minor Release – A change to the minor release number implies that many changes have been made to the existing application. Customers can expect minor enhancements of application functionality and user interface, system performance enhancements and removal of reported defects.

A user can expect:

- 1) **Install** – This type of release may require an uninstall of previous versions and an install of the recently released version of the application or an update to an existing installation.
- 2) **Enhancements** – This type of release may contain many enhancements, but will not usually require training of staff members to use the new or altered functionality correctly.
- 3) **Fixes** – This type of release may include many application corrections.
- 4) **Database Changes** – This type of release may contain many database changes.

Revision Release – A change to the revision release number implies that a few changes have been made to the existing application for that revision. The user can expect to see the same user interface. There are two types of revision releases. One type is a patch release that is planned and usually contains mostly bug fixes that cannot be postponed to the next major or minor release. The second type of revision release is a hot fix. A hot fix is the same as a patch with the exception that a hot fix is required to allow a customer to continue with their daily processes and needs the fix applied immediately.

A user can expect:

- 1) **Install** – This type of release does not usually require an uninstall of previous versions and an install of the recently released version of the application. This type of release will usually require an update to an existing installation.
- 2) **Enhancements** – This type of release does not usually contain enhancements, but may contain enhancements that will not usually require training of staff members to use the new or altered functionality correctly.
- 3) **Fixes** – This type of release may include application corrections.

4) **Database Changes** – This type of release may contain database changes, but are database changes are very unlikely for a revision release.

Build Number – A build number is an internal sequential numbering system that may be included with a release, but this is an internal sequential numbering system that allows for specific application compiles that may or may not be released to the users.

EXHIBIT F

EQUIPMENT AND SOFTWARE CONFIGURATION

Hardware and software specification to support between 160 and 200 named users (not all accessing the system concurrently)

End-user Workstations	
Hardware	Software
<ul style="list-style-type: none">• Pentium IV 2.4GHz / AMD 3500+ or faster CPU• IBM Compatible PC• 512MB RAM or more• 40GB HD or more• Internet Connection faster than T-1	<ul style="list-style-type: none">• Windows XP SP2• Internet Explorer 6.x or 7.x• Adobe Acrobat Reader• Screen resolution between 800x600 and 1680x1050

Production Web Server	
Hardware	Software
<ul style="list-style-type: none">• HP ProLiant DL360 G5• Dual-core Intel Xeon 5160 (3.0GHz, 1333 FSB)• 2GB PC2-5300 RAM• 2 x 72GB 15K RPM HDD (RAID 1)• HP SA P400i 512MB RAID controller (battery-backed cache)• DVD drive• 2 x gigabit Ethernet NICs• Redundant power supplies and fans	<ul style="list-style-type: none">• Microsoft Windows Server 2003 Standard Ed.• Adobe ColdFusion 8 Enterprise Ed.• BackupExec Remote Backup Agent

Production Application Server	
Hardware	Software
<ul style="list-style-type: none"> • HP ProLiant DL360 G5 • Dual-core Intel Xeon 5160 (3.0GHz, 1333 FSB) • 2GB PC2-5300 RAM • 2 x 72GB 15K RPM HDD (RAID 1) • HP SA P400i 512MB RAID controller (battery-backed cache) • DVD drive • 2 x gigabit Ethernet NICs • Redundant power supplies and fans 	<ul style="list-style-type: none"> • Microsoft Windows Server 2003 Standard Ed. • BackupExec Remote Backup Agent

Test/Staging Server	
Hardware	Software
<ul style="list-style-type: none"> • HP ProLiant DL360 G5 • Dual-core Intel Xeon 5160 (3.0GHz, 1333 FSB) • 4GB PC2-5300 RAM • 2 x 72GB 15K RPM HDD (RAID 1) • 2 x 36GB 15K RPM HDD (RAID 1) • HP SA P400i 512MB RAID controller (battery-backed cache) • DVD drive • 2 x gigabit Ethernet NICs • Redundant power supplies and fans 	<ul style="list-style-type: none"> • Microsoft Windows Server 2003 Standard Ed. • Adobe ColdFusion 8 Enterprise Ed. • BackupExec Remote Backup Agent

Production Database Server	
Hardware	Software
<ul style="list-style-type: none"> • HP ProLiant DL380 G5 • Quad-core Intel Xeon E5345 (2.33GHz,1333 FSB,2x4MB L2) • 4GB PC2-5300 RAM • 2 x 36GB 15K RPM HDD (RAID 1) • 2 x 36GB 15K RPM HDD (RAID 1) • 3 x 146GB 10K RPM HDD (RAID 5) • Smart Array P400 512MB RAID controller • DVD drive • 2 x gigabit Ethernet NICs • Single channel U320 HBA • Redundant power supplies and fans 	<ul style="list-style-type: none"> • Microsoft Windows 2003 Standard Ed. • Microsoft SQL Server 2005 • BackupExec for Windows Server • BackupExec SQL agent

EXHIBIT G
PROJECT PLAN

Proposed Project Implementation Schedule Santa Barbara County

ID	Task Name	Duration	Start	Finish	Predecessors
1	County of Santa Barbara Accela Upgrade	219 days?	Fri 12/21/07	Tue 10/28/08	
2	Contract Signing	0 days	Fri 12/21/07	Fri 12/21/07	
3	Board of Supervisors Approval of Contract	0 days	Tue 1/8/08	Tue 1/8/08	2
4	Document current business practices & workflows	30 days	Fri 12/21/07	Tue 2/5/08	
5	Build Accela Infrastructure	64 days	Tue 1/8/08	Tue 4/8/08	
6	Create Purchase Order (Staging, Database & Crystal servers)	2 days	Tue 1/8/08	Wed 1/9/08	3
7	Order Hardware and Software	1 day	Thu 1/10/08	Thu 1/10/08	6
8	Receive Equipment	10 days	Fri 1/11/08	Fri 1/25/08	7
9	Coordinate remote access for Accela project team	10 days	Tue 1/8/08	Tue 1/22/08	3
10	Coordinate data center server installs w/ ITS	10 days	Tue 1/8/08	Tue 1/22/08	3
11	Identify Cash Register PC replacement hardware	1 day	Tue 1/8/08	Tue 1/8/08	3
12	Install Hardware in Data Center (Staging, Database and Crystal Reports servers)	5 days	Mon 1/28/08	Fri 2/1/08	8
13	Install and Configure Test/Staging Server (OS)	2 days	Mon 2/4/08	Tue 2/5/08	12
14	Install and Configure Database Server (OS and SQL)	2 days	Wed 2/6/08	Thu 2/7/08	13
15	Install and Configure Reports Server (OS and Crystal Reports)	2 days	Fri 2/8/08	Mon 2/11/08	14
16	Rebuild "new" Cash Register PCs (recondition old system)	1 day	Tue 2/12/08	Tue 2/12/08	15
17	Configure Single Register for Staging Environment	1 day	Wed 2/13/08	Wed 2/13/08	16
18	Create Purchase Order for Remaining Servers (3)	2 days	Thu 2/14/08	Fri 2/15/08	17
19	Order Production Server Hardware & Software	1 day	Tue 2/19/08	Tue 2/19/08	18
20	Receive Purchased Items	10 days	Wed 2/20/08	Tue 3/4/08	19
21	Coordinate Server Installs w/ ITS (data center)	5 days	Wed 2/20/08	Tue 2/26/08	19
22	Install Web, Citizens Access, and Accela Application servers in data center	5 days	Wed 3/5/08	Tue 3/11/08	20
23	Integrate Web server with Active Directory (authentication)	5 days	Wed 3/12/08	Tue 3/18/08	22
24	Test end-user authentication using AD credentials	1 day	Wed 3/19/08	Wed 3/19/08	23
25	Replace 2 Existing Cash Register PCs (BU and ???)	3 days	Thu 3/20/08	Mon 3/24/08	24
26	Install Citizens Access server software	2 days	Wed 3/12/08	Thu 3/13/08	22
27	Integrate Citizens Access server w/ ITS data center infrastructure	8 days	Fri 3/14/08	Tue 3/25/08	26
28	Develop migration plan for sbcountyplanning.org to CA server (incl. LRP content)	10 days	Wed 3/26/08	Tue 4/8/08	27,25
29	Project Initiation	25 days	Wed 2/20/08	Wed 3/26/08	3
30	Project Kickoff	1 day	Wed 3/26/08	Thu 3/27/08	29
31	Configuration Analysis	57 days	Thu 2/14/08	Mon 5/5/08	
32	Product Familiarization Session	1 day	Wed 3/26/08	Thu 3/27/08	29
33	Requirements Review Sessions	3.75 days	Thu 3/27/08	Tue 4/1/08	32
34	Configuration Documents Development	5 days	Tue 4/1/08	Tue 4/8/08	33
35	Configuration Document Review	4 days	Tue 4/8/08	Mon 4/14/08	34
36	Configuration Acceptance Period	15 days	Tue 4/15/08	Mon 5/5/08	35
37	Configuration Document Acceptance (SOW Deliverable 1)	0 days	Mon 5/5/08	Mon 5/5/08	36

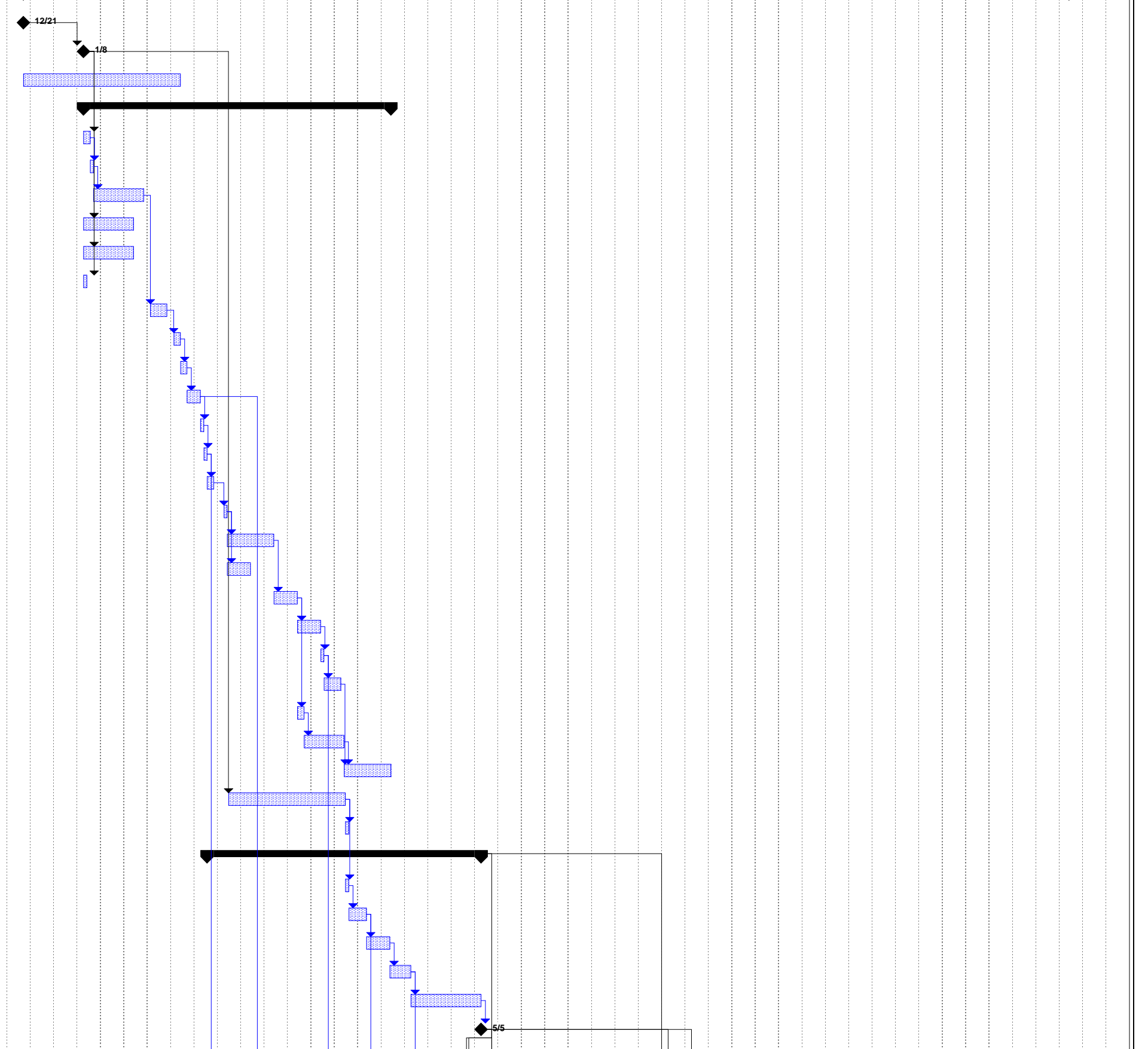


EXHIBIT H
ESCROW AGREEMENT



THREE-PARTY ESCROW SERVICE AGREEMENT

Deposit Account Number: _____

1. Introduction.

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between Accela, Inc. and its Affiliates, as defined below (the “**Depositor**”), and by _____ and its Affiliates (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) on this _____ day of _____, 200____ (the “**Effective Date**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto (“**Services**”). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com, or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) calendar days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations.

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.

4. Iron Mountain Responsibilities and Representations.

(a) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.

(b) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(c) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.

(d) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A (“**Paying Party**”) shall pay to Iron Mountain all fees as set forth in the Work Request (“**Service Fees**”). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the term of this Agreement. The Paying Party is liable for any taxes related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be

billed as a separate item on the invoice. Depositor and Beneficiary agree that if this Agreement terminates during the term for any reason, other than for the fault of Iron Mountain, all prepaid fees shall be non-refundable. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The “**Term**” of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) calendar days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) calendar days’ prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides a sixty (60) calendar days’ prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified in the Introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain’s compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will notify the Parties to this Agreement unless

prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT MATERIAL); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person" who shall be identified in the Authorized Persons (s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein and that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein

shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability) 11(Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.
- (u) Affiliates. "Affiliates", as used herein, shall mean those entities controlled by, or under common control with, a party of this Agreement. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire; (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty percent (50%) ownership interest in a

partnership or other business entity. It is the intention of the parties (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be a third party beneficiary of this Agreement.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the 'Agreement'). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

BENEFICIARY

COMPANY NAME:	Accela, Inc.
SIGNATURE:	
PRINT NAME:	Colin Samuels
TITLE:	Assistant Corporate Secretary
DATE:	
EMAIL ADDRESS	csamuels@accela.com

COMPANY NAME:	_____
SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

DEPOSITOR -- AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

COMPANY:	Accela, Inc.
ADMINISTRATIVE CONTACT PRINT NAME:	Colin Samuels
TITLE:	Assistant Corporate Secretary
EMAIL ADDRESS	csamuels@accela.com
ADDRESS 1	2633 Camino Ramon, Suite 120
ADDRESS 2	Bishop Ranch 3
CITY/STATE/PROVINCE	San Ramon, California
POSTAL/ZIP CODE	94583
PHONE NUMBER	925.659.3297
FAX NUMBER	925.659.3291

BENEFICIARY -- AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

COMPANY:	_____
ADMINISTRATIVE CONTACT PRINT NAME:	_____
TITLE:	_____
EMAIL ADDRESS	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY/STATE/PROVINCE	_____
POSTAL/ZIP CODE	_____
PHONE NUMBER	_____
FAX NUMBER	_____

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR
Iron Mountain Intellectual Property Management, Inc., Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, Georgia, 30071, USA.
Telephone: 800-875-5669
Facsimile: 770-239-9201

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

DEPOSITOR

PRINT NAME:	N/A
TITLE:	N/A
EMAIL ADDRESS	N/A
STREET ADDRESS	N/A
PROVINCE/CITY/STATE	N/A
POSTAL/ZIP CODE	N/A
PHONE NUMBER	N/A
FAX NUMBER	N/A
PURCHASE ORDER #	N/A

SIGNATURE:	N/A
PRINT NAME:	N/A
TITLE:	N/A
DATE:	N/A
EMAIL ADDRESS	N/A

BENEFICIARY

PRINT NAME:	_____
TITLE:	_____
EMAIL ADDRESS	_____
STREET ADDRESS	_____
PROVINCE/CITY/STATE	_____
POSTAL/ZIP CODE	_____
PHONE NUMBER	_____
FAX NUMBER	_____
PURCHASE ORDER #	

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

MUST BE COMPLETED **EXHIBIT A - Escrow Service Work Request - Deposit Account Number:** _____

SERVICE Check box(es) to order service	SERVICE DESCRIPTION – THREE PARTY ESCROW AGREEMENT All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee-including Escrow Management Center Access <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	<p>Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.</p> <p>Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply.</p> <p>Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.</p>	\$1,050	\$950 \$650	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit. .	N/A	\$350	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, and analysis of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor’s representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the File Comparison and Analysis Test as described above plus recreating the Depositor’s software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work (“SOW”) prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test – Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary’s site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work (“SOW”) prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test – Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work (“SOW”) prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C “Release of Deposit Materials” the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT B DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: ACCELA, INC. ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input checked="" type="checkbox"/> CD-ROM / DVD	1	<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input checked="" type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
PRINT NAME: COLIN SAMUELS	PRINT NAME:
DATE:	DATE:
EMAIL ADDRESS: CSAMUELS@ACCELA.COM	
TELEPHONE NUMBER: 925.659.3297	
FAX NUMBER: 925.659.3297	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071

Telephone: 800-875-5669
Facsimile: 770- 239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIALS

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. The Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):
 - (i) Failure of the Depositor to function as a going concern or to operate in the ordinary course; or
 - (ii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person(s).
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor authorized representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement Upon Release. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.