

THIRD AMENDMENT TO MAINTENANCE AGREEMENT

This Third Amendment ("Third Amendment") is made and entered into as of July 1, 2022 ("Third Amendment Effective Date"), by and between **ACCELA, INC.** ("ACCELA") whose address is 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 and the **City of Chandler, Arizona** ("Customer"), whose address is 55 North Arizona Place, Chandler, AZ, and amends that certain Maintenance Agreement, dated October 25, 2007, as firstly amended on March 30, 2012 and secondly amended on August 15, 2017, between ACCELA and Customer ("Agreement" or "MA").

WHEREAS, ACCELA and Customer wish to amend the Agreement, in accordance with the terms and conditions of this Third Amendment to the Agreement ("Third Amendment"); and

WHEREAS, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

WHEREAS, ACCELA and Customer agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this Third Amendment modifies the Agreement, between the parties commencing as of the Third Amendment Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. **Section 2.1, "Term" of the Agreement is hereby amended by deleting the existing Section 2.1, "Term" and inserting the following in lieu thereof:**

This MA is effective as of October 25, 2007, and will continue until June 30, 2025. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2. **"Exhibit A" of the Agreement is hereby amended by deleting the existing "Exhibit A" and inserting the following in lieu thereof:**

Modification

Effective July 1, 2022, the Year 1 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2022.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$0.04	244,393	\$10,417.79
Accela Land Management Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$951.83	155	\$147,534.13
Accela GIS Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$319.39	45	\$14,372.55

Accela Mobile Office Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$1,148.92	40	\$45,956.89
TOTAL:							\$218,281.36

Effective July 1, 2023, the Year 2 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2023.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$0.04	244,393	\$10,730.32
Accela Land Management Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$980.39	155	\$151,960.15
Accela GIS Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$328.97	45	\$14,803.73
Accela Mobile Office Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$1,183.39	40	\$47,335.60
TOTAL:							\$224,829.80

Effective July 1, 2024, the Year 3 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2024.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$0.05	244,393	\$11,052.23
Accela Land Management Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$1,009.80	155	\$156,518.96
Accela GIS Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$338.84	45	\$15,247.84
Accela Mobile Office Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$1,218.89	40	\$48,755.66
TOTAL:							\$231,574.69

3. Except as so amended, all other provisions of the Agreement and subsequent Amendments shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

CITY OF CHANDLER, AZ

ACCELA, INC.

Signature: _____

Signature: Aaron Haggarty

Name: _____

Name: Aaron Haggarty

Date: _____

Date: 5/13/2022

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

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CITY CLERK