ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS

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

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

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

1.4. "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. A description of the current Consulting Services Description & Policy is available at www.accela.com/terms.

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

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

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

1.8. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

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

1.10. **"Service Availability Policy"** means the service availability and security polices included as Exhibit C.

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

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

1.13. "**Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy included as Exhibit D.

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

2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the

Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services. Provided; however, this provision does not apply nor restrict in any way Customer's remedies, rights, or interests under law and equity for a breach of this Agreement, which remedies and full legal rights Customer expressly reserves.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Accela's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to knowingly, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (viii) access or use components of the Subscription Service not licensed by Customer; (ix) knowingly use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) knowingly access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

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

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

3. PAYMENT TERMS

3.1. Purchases Directly from Accela**.** Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 30 from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law.

3.2. Applicable Taxes. Accela will pay all applicable taxes. The Customer is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Accela to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.3. Tax Indemnification. Accela and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by Accela. Accela will and require all subcontractors to hold the Customer harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.4. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA

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

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

Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts at its own costs to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customers purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis- related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. INDEMNIFICATION. Accela will defend, indemnify, and hold harmless (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that arises out this Agreement or the Subscription Services, as furnished by Accela hereunder infringes or misappropriates the Intellectual Property Rights of any third-party (collectively "Claims"), and will pay any costs, damages, and reasonable attorneys' fees attributable to such Claims, provided that Customer provides (a) Accela notice of such Claims as soon practical and in no event later than would reasonably permit Accela to respond to such Claims, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such Claims and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such Claims. In the event that Accela reasonably believes, in its sole discretion, that such Claims may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (i) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications;

(ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. SECURITY

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

9.1 Security. Accela represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum security standards to ensure that there is no unauthorized access to or use of Customer information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

9.2 Security Standards. Accela will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Accela will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Accela's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Accela employees will be limited to authorized personnel only. All Accela employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery Guide. Accela will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. Customer reserves the right to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Accela's environment. Accela will be alerted in advance and arrangements made for an agreeable time. Accela shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(g) Audit Logging. Accela will provide to the Customer system, audit, and other logs required by the Customer from the Accela's environment and service offering upon request.

(h) StateRAMP Authorization. Any Contractor who will be storing, processing, and/or transmitting Customer data in external, non-Customer environments (Cloud), are required to attain verified StateRAMP (www.stateramp.org) Authorized status for the cloud products the Customer will be utilizing, at the security category level required by the Customer. The Contractor must attain StateRAMP Ready status within 12 months of Agreement execution and StateRAMP Authorized status within 18 months of Agreement execution. Any Contractor without StateRAMP Ready or Authorized status at the time of Agreement execution must complete a StateRAMP Security Snapshot within six months of Agreement execution and must provide monthly progress reporting to StateRAMP until StateRAMP Ready or StateRAMP Authorization status is obtained. The Contractor will be required to maintain StateRAMP authorization at the required category level throughout the contract term and partnership with the Customer. The Customer will provide StateRAMP sponsorship to the Contractor for the purpose of this contract engagement.

9.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Accela shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. If the event Accela adopts changes to the Security Standards, Accela will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if Customer does not agree with such new Security Standards, Customer may terminate and this Agreement upon written notice to Accela. If Customer accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

9.4 Security and Supervision. Accela's personnel, when on Customer's premises or accessing Customer's networks or providing maintenance services hereunder, will comply with all of Customer's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, Customer's Internet and Electronic Communications Usage Policy.

9.5 Information Security Incident Management. Accela must adhere to a formally documented incident management process, must cooperate with Customer personnel in the diagnosis, investigation and response of any security incidents or faults that impact Customer data. Accela must notify the Customer within 24 hours of suspicion, detection or confirmation of a breach or unauthorized access to Customer information that is hosted, stored, processed, or transmitted by the Accela. Notification will be made using Customer provided email and phone as identified in the Notices section of this contract.

9.6 Business Continuity and Disaster Recovery Management. Accela must have business continuity and disaster recovery plans and processes in place to ensure the service for the Customer is adequately maintained in the event of any negative impact on the Accela´s service. Accela will regularly backup Customer data and retain such Customer backup data copies according to Customer data retention requirements or otherwise provide backup data to the Customer.

9.7 Applicable Laws and Regulations. Accela will comply, and assist Customer to comply with, all applicable State and Federal laws and regulations including, but not limited to:

Federal Information Security Modernization Act of 2014 (FISMA):
https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma

- OMB Circular A-130:
https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource
- National Cyber Strategy of the United States of America:
https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure
- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):
https://www.hhs.gov/hipaa/index.html
- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):
https://www.irs.gov/pub/irs-pdf/p1075.pdf
- A.R.S. 18-551 - Definitions Information Security Including PII:
https://www.azleg.gov/ars/18/00551.htm
- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm
- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/arm/policies
- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:
https://www.pcisecuritystandards.org/

10. THIRD PARTY SERVICES

Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services (“**Third Party Services**”) and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela’s service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

11. TERM AND TERMINATION

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days’ notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer’s right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination for Non-Appropriation of Funds; No "Abandonment".

(a) Customer may terminate this Agreement or any Schedule hereunder at any time upon thirty (30) day's written notice to Accela due to the Non-Appropriation of Funds. Notwithstanding anything to the contrary in this Agreement or any Schedule, in the event of any termination under this Section, Customer will only be liable to make any payments which are due hereunder to Accela for work performed in accordance with the terms and conditions herein up to the date of such termination.

(b) This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the Customer's fiscal year, which ends on June 30 of each year, is subject to the Customer Council's approval of a budget that includes an appropriation for this item as expenditure. The Customer does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

(c) This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement, unless such termination occurs in conjunction with an Interruption.

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

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

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

12 GENERAL

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Arizona and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Parties may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Customer's Right of Cancellation. The parties acknowledge that this Agreement is subject to cancellation by Customer under the provisions of A.R.S. § 38-511.

12.7 No Israel Boycott. By entering into this Agreement, Accela certifies that Accela is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not to engage in a boycott of Israel as defined by state statute.

12.8 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Customer from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Accela agrees Accela and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. Customer retains the legal right to inspect the papers of any Accela's or subcontractor's employee who provides services under this Agreement to ensure that the Accela and subcontractors comply with the warranty under this provision.

12.9 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the Customer from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Customer-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

12.10 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Accela certifies and agrees Accela does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12.11 Covenant Against Contingent Fees. Accela warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any Customer employee has any interest, financially, or otherwise, in Accela's firm. For breach or violation of this warrant, Customer may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.12 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A – Scope of Work
Exhibit B – Order Form
Exhibit C – Service Availability and Security Policy
Exhibit D – Software Support Services Policy
Exhibit E – Insurance Requirements

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Scope of Work; (3) Exhibit B – Order Form; (4) Exhibit C – Service Availability and Security Policy; (5) Exhibit D – Software Support Services Policy; and (6) Exhibit E – Insurance Requirements.

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

ACCELA, INC.		**CUSTOMER:**	**City of Chandler**
Signature:	Aaron Haggarty	Signature:	
Name:	Aaron Haggarty	Name:	
Title:	CLO	Title:	
Date:	May 1, 2024	Date:	

Approved as to Form

By: ______________________________
City Attorney JMB

Attest

By: ______________________________
City Clerk

EXHIBIT A
SCOPE OF WORK

TABLE OF CONTENTS

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 4/11/2024 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Chandler, AZ ("Agency" or "Customer").

The products and services contained herein shall be governed by the prevailing and attached agreement for Subscription Services.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of Oracle DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 8 specific interfaces:
    - GIS (including APO load)
    - Credit Card Payment Adapter (Invoice Cloud)
    - EPlanSoft via Velosimo
    - Selectron IVR
    - General Ledger
    - Water Meters
    - Docusign
    - OnBase App Extender EDMS
- Migration of up to 225 SSRS reports
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

TEAM MEMBERS

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using Oracle (up to 3 environments: Support, Test, Production) to the Accela SaaS platform. On-premises functionality will be mirrored in the hosted platform.

Accela Team Member Roles:

- **Lead Cloud Architect**
- **Data Conversion Lead**
- **Reporting Lead**

- **Interfaces Lead**

Steps:

1. Customer provides an updated backup of the Oracle databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
    a. Copy database to Accela site
    b. Execute preparation and remediation scripts; drop any custom objects
    c. Convert database from Oracle to MS SQL
    d. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Migrate and Test integrations
    - Repoint service endpoints to new URLs
    - Adjust firewall rules and network topologies as necessary
    - Update interface EMSE scripting dependences for Azure compatibility
    - Unit test and ensure base functionality
13. Migrate and update SSRS reports (maximum of 225)
    - Import reports into the Accela SaaS environment
    - Convert from PL SQL to TSQL
    - Update reports to remove dependencies on custom objects (stored procedures, functions)
    - Facilitate customer testing and remediate any issues found resulting from migration
14. Validate Ad Hoc reports
    - Remove dependencies on custom views where possible
    - Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan
    - Four weeks of post go live support
18. Provide four weeks of post go live support from the project team

Agency and Accela will mutually agree to Agency turn around times for review of deliverables. Agency sign off at the completion of each step constitutes Agency acceptance.

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.

- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The Enhanced Reporting Database (ERD) option will be purchased with the SaaS license agreement. If the ERD is not purchased, then additional cost may be incurred to redesign and redevelop interfaces that rely on reading directly from the database.

PROJECT TIMELINE

The project is estimated to take 28 weeks. The project start date and schedule will be mutually agreed upon between Agency and Accela.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE

- 50% due at contract signing $100,000.
- 25% due at conclusion of UAT $50,000
- 25% invoiced at completion $50,000.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total amount payable under this SOW, as calculated from the above-mentioned fees, is $200,000. This price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Any additional fees will be agreed upon between the parties in writing.

ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be agreed to before6/30/2024. If the SOW is not agreed to, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the governing Subscription Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

APPENDIX A: CHANGE ORDER FORM

Agency:
Project Code:
Contract ID:
Initiating Department:
Initiated By:

CO #:
Date:

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
   - Schedule impact:
   - Resource impact:
   - Cost impact:
2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:
Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:
If this is a CO for a bucket of T&M hours there needs to be an expiration date

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	**Accepted By:** **Accela, Inc.**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT B

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

Proposed by: Matthew Donovan
Contact Phone:
Contact Email: mdonovan@accela.com
Quote ID: Q-33126
Valid Through: 6/30/2024
Currency: USD

Order Form

Address Information

Bill To:
City of Chandler
275 East Buffalo
Chandler, Arizona 85225
United States

Billing Name: Michael Rose
Billing Phone: 4807822492
Billing Email: michael.rose@chandleraz.gov

Ship To:
City of Chandler
215 East Buffalo Street
Chandler, Arizona 85225
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	7/1/2024	6/30/2025	12	$2,448.00	155	$379,440.00
> Accela Building - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 1	7/1/2024	6/30/2025	12	$49,327.20	1	$49,327.20
Preferred Support for SaaS	Year 1	7/1/2024	6/30/2025	12	$85,753.44	1	$85,753.44
						TOTAL:	$514,520.64

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	7/1/2025	6/30/2026	12	$2,570.40	155	$398,412.00
> Accela Building - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 2	7/1/2025	6/30/2026	12	$51,793.56	1	$51,793.56
Preferred Support for SaaS	Year 2	7/1/2025	6/30/2026	12	$90,041.11	1	$90,041.11
						TOTAL:	$540,246.67

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	7/1/2026	6/30/2027	12	$2,698.92	155	$418,332.60
> Accela Building - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	155	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 3	7/1/2026	6/30/2027	12	$54,383.24	1	$54,383.24
Preferred Support for SaaS	Year 3	7/1/2026	6/30/2027	12	$94,543.17	1	$94,543.17
						TOTAL:	$567,259.01

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	7/1/2027	6/30/2028	12	$2,833.87	155	$439,249.23
> Accela Building - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 4	7/1/2027	6/30/2028	12	$57,102.40	1	$57,102.40
Preferred Support for SaaS	Year 4	7/1/2027	6/30/2028	12	$99,270.33	1	$99,270.33
						TOTAL:	$595,621.96

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	7/1/2028	6/30/2029	12	$2,975.56	155	$461,211.69
> Accela Building - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 5	7/1/2028	6/30/2029	12	$59,957.52	1	$59,957.52
Preferred Support for SaaS	Year 5	7/1/2028	6/30/2029	12	$104,233.84	1	$104,233.84
						TOTAL:	$625,403.05

Pricing Summary

Period	Net Total
Year 1	$ 514,520.64
Year 2	$ 540,246.67
Year 3	$ 567,259.01
Year 4	$ 595,621.96
Year 5	$ 625,403.05
Total	**$ 2,843,051.33**

Additional Terms:

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

2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Customer has previously entered into Order(s) for Support which will be replaced by this Order. Upon delivery of the SaaS licenses under this Order, customer will receive prorated credit for prepaid Support from the delivery date of the SaaS licenses to the renewal date of the previous Support Order(s).

7. Enhanced Reporting Database pricing is based on a percentage of Customers SaaS Annual Contract Value if applicable. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

8. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Signatures

Accela, Inc.	Customer
Signature: Aaron Haggarty	Signature:
Print Name: Aaron Haggarty	Print Name:
Title: CLO	Title:
Date: May 1, 2024	Date:

EXHIBIT C
SERVICE AVAILABILITY AND SECURITY POLICY

Service Availability

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA") excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within seven calendar days of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.

b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

c. Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.

d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.

e. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

f. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) *100 / n$

Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service	Availability		Percentage of Monthly Service Fees Credited
>99.9%			0%
95.0% -	<	99.9%	5% (max of $280)
90.0% -	<	95.0%	10% (max of $560)
80.0% -	<	90.0%	20% (max $840)
70.0% -	<	80.0%	30% (max of $1,120)
60.0% -	<	70.0%	40% (max of $1,400)
<	< 60%		50% (max of $2,800)

Customer Account Login:

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

Accela SaaS Service Delivery:

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

EXHIBIT D
SOFTWARE SUPPORT SERVICES POLICY

Preferred SaaS Support Policy Dated: May 31, 2022

(5) **Customer Cooperation:** Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate.Also, Accela may access **Authorized Support Contacts** account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) **Third-Party Product Support:** If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

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

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

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

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

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

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

(1) Error Classification:

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or

(2) Target Initial Response Time: Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case	
Severity Level	Target Initial Response
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

EXHIBIT E
INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Accela must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$4,000,000
Each Occurrence	$2,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Accela." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard. Limits may be satisfied through the combination of primary CL and Umbrella/Excess liability policies.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)
In addition to the insurance requirements set forth in the Agreement, Accela agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts over $500,001 minimum limits:

Per Claim	$5,000,000
Aggregate	$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Accela warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Accela shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Accela shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Accela contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Accela shall provide proof of same. The insurance shall provide coverage for the following risks:

3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

3.4 Additional Requirements: Except for Tech E&O professional liability coverage, the policy shall provide a waiver of subrogation.

B. **Additional Insurance Requirements**: The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions: Accela insurance coverage must be primary insurance and non-contributory with respect to the obligations that Accela has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Accela under this Agreement.

C. **Notice of Cancellation**: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provide notice within thirty (30) days any such cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

D. **Acceptability of Insurers**: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Accela from potential insurer insolvency.

E. **Verification of Coverage**: Accela must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. Accela shall provide the applicable Endorsements, as required by this Agreement, along with the certificates for each insurance policy. The Endorsements shall have the policy numbers that correlate to the certificates of insurance along with effective dates.

F. **Approval**: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.