

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

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

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

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

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

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

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

1.8 “**Intellectual Property Rights**” means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

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

1.10 “**Service Availability Policy**” means the Service Availability and Security Policy located at Exhibit B.

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

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

1.13 “**Support Services**” means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at Exhibit C.

1.14 ***“Subscription Period”*** means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

## **2. USAGE AND ACCESS RIGHTS.**

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at Exhibit A 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: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela’s detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting

Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

**2.6 Customer's Responsibilities.** Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, 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 thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

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

**4. CONFIDENTIALITY.** As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. 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 on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

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

## 6. WARRANTIES AND DISCLAIMERS.

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

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

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

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

7. INDEMNIFICATION. Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim and (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification

does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party 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.

#### 10.1 **TERM AND TERMINATION.**

10.2 **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.

**10.3 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 Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

**10.4 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 its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and 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.

**10.5 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 (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy at Exhibit D.

**10.6 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.

## **11. GENERAL.**

**11.1 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.

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

11.3 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.

11.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, 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.

11.5 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.

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

11.7 Customer may terminate this Agreement for non-appropriation of funds on any anniversary of a Subscription Period by providing thirty (30) days' prior written notice to Accela. In such case, notwithstanding anything to the contrary, there are no refunds of unused prepaid fees.

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

**ACCELA, INC.**

**CUSTOMER:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Consulting Services Policy

#### Accela, Inc.

#### Consulting Services Policy

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

#### **Consulting Services Covered**

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

#### **Performance of Services**

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

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

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

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



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

### **Privacy**

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

### **Supplemental Terms**

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

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## Accela Availability and Security Policy

### Service Availability:

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

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

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  - 1. Any misconfiguration 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 Fees	of Monthly Credits	Service
	>99.9%	0%		
95.0% -	< 99.9%	5%	(max of \$280)	
90.0% -	< 95.0%	10%	(max of \$560)	
80.0% -	< 90.0%	20%	(max \$840)	
70.0% -	< 80.0%	30%	(max of \$1,120)	
60.0% -	< 70.0%	40%	(max of \$1,400)	
<	< 60%	50%	(max of \$2,800)	

#### Customer Account Login:

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

#### Accela SaaS Service Delivery:

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

Exhibit C

Software Support Services Policies

Accela, Inc.

Consolidated SaaS Support Policies

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

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

Policy 1

Accela, Inc.

Standard SaaS Support Services Policy

Dated: April 21, 2021

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

**General Requirements and Hours of Operation**

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
  - b. **Telephone Support:** Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
  - c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.
- (1) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

**(2) Submitting a Case**

Agency Contacts may submit cases via:

- a. the online support portal by logging into the Accela Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or
- b. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

**(3) Updates**

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

**(4) Upgrade/Downgrade of Severity Level**

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

**(5) Customer Cooperation**

Accela must be able to reproduce errors in order to resolve them. Agency agrees to cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Agency Contacts account and/or an admin account and/or Agency'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, Accela disclaims all support obligations for such

third-party software, unless expressly specified by Accela in Customer's Agreement.

**(7) Exclusions**

The following Support Exclusions are not covered by this Support Policy:

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

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

**(8) Error Classification**

**Functional Definitions:** For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

**(9) Target Initial Response Time**

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time

1	1 day <sup>a</sup>
2	3 days <sup>a</sup>
3	5 days <sup>a</sup>
4	7 days <sup>a</sup>

<sup>a</sup> Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

## Policy 2

### Accela, Inc. Preferred SaaS Support Policy Dated: April 21, 2021

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

#### **General Requirements and Hours of Operation**

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela’s observed holidays.
- b. **Telephone Support:** Accela Customer Support Department, a live technical support facility, will be available in English to your identified Agency Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela support engineers will follow through on the case for the Agency Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela’s online support databases.

- (1) **Agency Contacts:** “Agency Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to ten (10) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(2) **Submitting a Case:** Agency Contacts may submit cases via:

- a. the online support portal by logging into the Accela Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or
- b. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support*)

(3) **Updates:** Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

(4) **Upgrade/Downgrade of Severity Level:** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) **Customer Cooperation:** Accela must be able to reproduce errors in order to resolve them. Agency agrees to 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 Agency Contacts account and/or an admin account and/or Agency'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, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

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

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

(8) **Monthly APO Data Loads:** Included with the Preferred support plan is 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:** The following Support Exclusions are not covered by this Support Policy:

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

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

(10) **Error Classification:**

**Functional Definitions:** For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

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

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour <sup>a</sup>
2	4 hours <sup>a</sup>
3	8 hours <sup>a</sup>
4	24 hours <sup>a</sup>

<sup>a</sup> 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 electronically.

## Exhibit D

### Data Storage Policy

#### **ACCELA, INC.**

#### **DATA STORAGE POLICY**

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

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

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

#### **Data Retention**

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

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

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

#### **Frequently Asked Questions**

##### **Can Licensee track its storage usage on the Accela Cloud?**

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

##### **What will happen if Licensee exceeds its storage limit?**

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

renewal.

**Can I increase my storage limit?**

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

# Statement of Work

## **Ventura County, CA SaaS Migration Services**

3/23/2024

Version 1.0

Accela, Inc.  
2633 Camino Ramon  
Suite 120  
San Ramon, CA 94583  
Tel: 925-659-3200

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/23/2024	J. White	1.0	SOW Creation

## INTRODUCTION

### OVERVIEW

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") for County of Ventura, CA ("Agency" or "Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Consulting Services Policy found at [www.accela.com/terms](http://www.accela.com/terms).

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela ("SOW Effective Date").

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Ventura County, CA under this SOW.

### SCOPE OF SERVICES

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

- Import/upgrade of SQL Server DBs (up to 3 environments: NonProd1, NonProd2, Production)
- Assistance migrating the following specific interfaces:
  - GIS (with APO Sync or XAPO)
  - Migrate documents from 3<sup>rd</sup> party EDMS to ADS
  - OPC - Official Payments ACA Payments
  - City GovApp (Backflow device app. Fire Department Inspection App, Cross Profile Connections)
  - CSLB
  - Selectron
  - Adobe e-sign (Gray Quarter)
  - MS Dynamics (Time Accounting)
- Connect EMSE Tool to Azure Dev Ops
- Assistance with Azure SSO integration
- Migration of up to 550 SSRS reports
- Conversion of Ad Hoc reports to SSRS. Ad Hoc Reports with custom views will not be converted.
- Up to 80 hours of issue resolution and testing assistance. This includes but is not limited to updates to scripts, reports and interfaces.
- Go live planning and cutover assistance
  - 2 weeks of post Go-Live support
  - Transition to Support team during the Go-Live support period



## Products

The following Accela products are in scope for this Project:

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

## PROJECT MANAGEMENT AND OVERSIGHT

Accela shall perform ongoing project management services in conjunction with the Agency project manager throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

### Accela Responsibilities:

Provide overall Accela project management support throughout implementation, including:

- Project document management via Accela SharePoint.
- Participate in project status meetings with Agency and Client stakeholders to review the projects status, risks, issues, change requests, as needed to review Accela tasks and status
- Conduct weekly status review with Agency Project Manager to include:
  - Complete, in progress, and pending items
  - Open action items
  - Upcoming deliverables and project milestones
- Weekly project status meeting
- Facilitate executive project oversight and quality assurance
  - Support for monthly meetings with executive leadership

## WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using SQL Server (up to 3 environments: Development, Test, Production) to the Accela SaaS platform.

The high-level steps to complete the migration are listed below:

1. Customer provides an updated backup of the SQL Server databases (i.e. SQL backup file) 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. 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. Upgrade Master Script version to the latest supported version
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. Accela will remediate data issues that are found during the migration validation
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 dependencies for Accela SaaS compatibility
13. Migrate and update SSRS reports (maximum of 550)
  - Customer provides a list of prioritized reports in scope for migration
  - Import reports into the Accela SaaS environment
  - Update reports to remove dependencies on custom objects (stored procedures, functions)
  - Facilitate customer testing and remediate any issues found resulting from migration
14. Develop go live plan
15. Final go-live/roll back decision
16. Execute go live plan
  - Two weeks of post go live support will be provided by the project team

## PROJECT KICKOFF

### PLAN REVIEW

The Pre-Kickoff Review is an opportunity to ensure the migration starts in a well-organized, structured fashion while re-confirming the Agency and Accela expectations regarding the migration. This task is comprised of a meeting to review the project, discuss, and kickoff project planning activities. The meetings should be attended by the following participants:

#### Agency:

- Agency Project Sponsor
- Project Manager
- Technical Lead

#### Accela:

- Regional Director
- Project Manager
- Migration Architect

#### Accela Responsibilities:

- Communicate the Accela Implementation Methodology that will be used by Accela to deliver services.
- Creation of Project Management Plan that is provided to the Agency.
- Review the project tasks and Project Management Plan.
- Create a SharePoint site for managing project documents.

#### Agency Responsibilities:

- Provide responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate Agency key users available for the review.

## PROJECT SCHEDULE

This task is comprised of actions required to complete the schedule to track progress of the project throughout the engagement.

Accela will perform the following tasks:

- Finalize staffing for the project teams.
- Finalize a project schedule that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Load schedule to Accela Project SharePoint.

Accela Responsibilities:

- Finalize a project schedule that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).

Agency Responsibilities:

- Provide responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate Agency key users available for the review.

## PROJECT MANAGEMENT PLAN

The Project Management Plan consists of the following key areas that will be used to manage the project throughout the project life cycle.

Accela Responsibilities:

- Deliver the Project Management Plan document (an Accela template) based on input and collaboration with the Agency PM.
  - Steering Committee and the meeting schedule
  - Project Status Report

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate Agency key users available for the review
- Adherence to the Project Management Plan as a source document for managing risk and issues

## PROJECT KICKOFF MEETING

The Project Kickoff Meeting is where the Agency and Accela come together on the project objective, organization, and scope.

Accela Responsibilities:

- Co-Present with the Agency Sponsor and Project Manager on the project objective.

Agency Responsibilities:

- Co-Present with the Agency Sponsor and Project Manager on the project objective.

## REPORT MIGRATION

Accela will remediate the use of all custom objects for up to **550** SSRS reports. Accela will remove dependencies of database customizations as necessary. Report format and output will not be changed.

Accela will also convert Ad Hoc reports to SSRS, as needed. Ad Hoc reports using custom views will not be converted.

After the reports have been migrated the Agency's QA team will perform smoke testing and Accela will remediate identified issues.

### EMSE SCRIPT FILE MIGRATION

Accela will update scripts to use current APIs as needed and remediate the use of all custom objects in all script files. Accela will remove dependencies on database customizations as necessary.

After the script files have been migrated the Agency's QA team will perform smoke testing and Accela will remediate identified issues.

### INTEGRATIONS

Accela will work with the Agency in configuring the following integrations for the SaaS environment:

- GIS (with APO Sync or XAPO)
- Migrate documents from 3<sup>rd</sup> party EDMS to ADS
- OPC - Official Payments ACA Payments
- City GovApp (Backflow device app, Fire Department Inspection App, Cross Profile Connections)
- CSLB
- Selectron
- Adobe e-sign (Gray Quarter)
- MS Dynamics (Time Accounting)

After the Integrations have been migrated, the Agency's QA team will perform smoke testing and Accela will remediate identified issues related to the migration. Existing issues that may have existed prior to the migration will not be remediated.

### TEST PLAN

Testing will be performed after report, integration, and script file remediations are confirmed as complete and successfully unit tested. The Agency is responsible for the creation of the Test Plan.

After remediation is complete, testing includes the following distinct phases:

1. Initial Test – a timeboxed phase where the Agency runs through every test script and logs all issues in SharePoint. Accela will track, assign, and manage reported issues in the issue tracker.
2. Issue Remediation – a time for Accela to assign, track, and remediate all Critical and High issues related to the migration found during Initial Test. Issues that exist in the Agency's current on-prem environment are not part of the scope of this migration.
3. Remediation Testing – the phase where the Agency validates that all Critical and High issues have been resolved. Accela will schedule and facilitate a weekly defect review meeting with the Agency to review status of issues reported by both Accela and Agency.

### Test Cases

It is critical that the Agency devote ample time and attention to the development of their test cases. Accela recommends Agency leverage Standard Operating Procedures as the basis of test cases. **The Agency may find this a good opportunity to update their Standard Operating Procedures in advance of developing test cases.** The Agency is responsible for creating test cases and verifying the test cases meet specific business needs. Test cases should confirm record creations, scripts, workflows, inspections, citizen access, mobility, reporting, interfaces, and areas within Accela used in normal business. Test cases must be validated by the Agency experts and within the scope of the project's tasks. Based on the developed test cases, the Agency is responsible for staffing appropriately so that the testing activities will fit into the duration defined in the contract. Accela recommends Test Cases form the basis for the ongoing User Guide.

Agencies performing testing would normally leverage test cases from previous testing. If an agency doesn't already have these test cases in place, they should document the test case steps and expected results prior to the upgrade so they have a baseline to compare with.

#### Accela Responsibilities:

- Participate with the Agency to identify any gaps in test cases for high-risk areas of the application.
- Work with the Agency to define measurable checkpoints for the initial Regression testing training to ensure training is on schedule.

#### Agency Responsibilities:

- Develop the Test Plan document, including schedule for testing.
- Develop the test cases, including end to end testing, that cover the configuration, scripting, reports, and interfaces/integrations.
- Make available the appropriate Agency resource(s) to provide required information.
- Schedule participants and meeting locations for analysis activities.
- Sign-off from the Agency Project Manager validating the Test Plan and associated Agency test cases have been completed.

Note: when testing, the agency is responsible for confirming that issues logged do not currently exist in the on-premise environment. Should the agency fail to perform this basic triage of issues prior to assignment to Accela, then a change order will be required to address these existing issues from the on-premise system.

#### DATABASE MIGRATION IN NON-PRODUCTION ENVIRONMENTS

Accela will perform a migration of the Agency's non-production (MS SQL databases) to the Accela SaaS platform.

Item	Task	Accela	Agency
1	Provide an updated full backup of the production database		x
2	Identify issues in the DB that will need to be addressed for successful migration to Accela SaaS.	x	
3	Develop SQL scripts to remediate all DB issues. If there are any issues that require changes to transaction data, they will be reviewed with the	x	

	customer and a remediation plan agreed to by both parties and implemented before go-live.		
4	Perform the database migration (Accela, Jetspeed, AGIS, AMO and ADS databases as required) <ul style="list-style-type: none"> <li>a. Agency to copy database to Accela site conversion environment</li> <li>b. Execute preparation and remediation scripts; <ul style="list-style-type: none"> <li>i. Drop any custom objects</li> <li>ii. Upgrade to SQL 2019</li> <li>iii. Execute validation scripts to confirm the schema</li> </ul> </li> <li>c. Import data from the MS SQL DB into Accela SaaS SQL instance</li> </ul>	x	
5	Copy DB back to on-premise and load in DB server (optional, may be used for testing, report writing, etc.)		x
6	Provision tenant non-production instance in Accela SaaS	x	
7	Update environment specific test data in the databases	x	
8	Start Accela services and validate the system is functional i.e., login, search, create records, GIS Objects, etc..	x	
9	Update Master Script version to latest supported version	x	
10	Execute automated test suite to ensure proper system functionality	x	
11	Remediate any data issues that are found from the migration	x	
12	Perform validation		x
13	Connect EMSE Tool to Agency Git Repository	x	
14	Provide the Agency with a backup of the revised SQL DB	x	
15	Test integrations <ul style="list-style-type: none"> <li>a. Establish connectivity between on-premise systems and Accela SaaS</li> <li>b. Agency to adjust firewall rules and network topologies as necessary for connectivity to Accela SaaS in Azure</li> <li>c. Repoint service endpoints to new URLs</li> </ul>	x	x
16	Environment validation and migration plan is completed	x	
17	Migrate and update 475 SSRS reports: <ul style="list-style-type: none"> <li>a. Import reports into the Accela SaaS environment</li> <li>b. Update reports to remove dependencies on custom objects (stored procedures, functions)</li> <li>c. Optimize report SQL for the Accela SaaS database schema</li> <li>d. Facilitate customer testing and remediate any issues found resulting from migration</li> </ul>	x	
18	Update AdHoc Reports to SSRS. AdHoc Reports using custom views will not be converted.	x	
19	Remediate any data issues that found from the migration	x	
20	Update Production Data Conversion documentation	x	

## INTEGRATION TESTING

Integration testing is formal testing by the Agency to validate that all integrated systems are still functioning as expected after configuring the SaaS system prior to handing the system over to the end users for regression testing.

## REGRESSION TESTING

Regression testing is formal testing by the Agency to validate the SaaS system has not introduced new issues that did not exist in the existing on-premise implementation. Throughout the project, the Agency is expected to test components of the system as they are migrated (i.e., configuration, reports, interfaces, etc.). Regression testing should focus on end-to-end testing of the Agency's full business processes as they would perform in production.

The Agency will lead the regression testing activities outlined in the Regression Testing Test Plan. The Agency will test and validate the solution and its readiness to be migrated to production for active use. **All test scripts should be completed during this time.** At completion of the Initial Test, Accela and Agency will create a Punch List and agree to Critical and High issues found as a result of the migration that are required for remediation before go-live. The Punch List then becomes the focus of remediation and remediation testing.

The Agency and Accela have agreed to the following test durations:

Initial Testing	4 weeks
Remediation	1 week
Remediation Testing	2 weeks
<b>Total Regression Test Duration</b>	<b>7 weeks</b>

**It is critical that the Agency devote ample time and resources to this effort to ensure the system is operating per signed specifications and ready for production. The testing effort will require a significant time investment by the Agency, and the commitment of resources is key to success.**

If the Agency does not devote adequate time and staffing to completely test the solution, Accela may opt to postpone Go-live. Accela will work diligently with the Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

Accela will ensure the appropriate non-production environments to be used for integration and regression testing are set up and ready prior to the start of testing activities. This should include deployment of the migrated configuration, scripting, reports, interfaces, and agency transaction data.

Accela will provide support for testing by answering questions and resolving Critical and High defects that are within the project scope and arise from migration to SaaS. Requested changes to the system must be managed through the Change Management process and should not be treated as defects.

Based on the regression test duration table above, the high-level schedule of regression testing would be as follows:

- **Initial Test:** Agency to execute **all** regression test cases. During this phase, Accela will also begin resolving Critical and High migration defects identified throughout the testing. At the end of Initial Test, the Agency and Accela will develop and prioritize a regression testing Punch List to include open Critical and High severity migration defects that are required for go-live, as defined in Appendix B.

- The punch list must be finalized at the end of the Initial Test phase. Accela will export the current open Critical and High issues from the regression testing defect tracker and review this with the Agency at the close of the phase. Only in-scope defects will be considered for punch list resolution. The Remediation Phase (punch list/defect resolution) will be delayed until the Agency and Accela agree upon the punch list. ***At this point the defect tracker is closed.***
- If the Agency has not completed execution of all their test cases at the end of the defined duration, then an extension to the project (and Change Order) would be required.
- Regression testing **is a time-boxed activity**, so it is critical the Agency identifies all issues in the Initial Test timeframe. If the Agency identifies issues after the Initial Test phase (i.e., after the Punch List is agreed upon), these issues will cause an extension to the project and a Change Order will be required.
- **Issue Remediation:** Accela will remediate, build, and implement configuration changes and updates for the Regression Test Punch List (Critical and High migration defects).
- **Remediation Testing:** Agency will perform testing to confirm the Punch List items are resolved. This period is for retesting issues found during the initial test period. It is not for performing additional regression testing. New issues go to the parking lot. The Regression Testing Deliverable is deemed accepted when the Agency has verified the Punch List (Severity of Critical and High migration defects) has been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

#### Output:

- Update NonProd1 environment to latest project team approved configuration code set
- Establish configuration and development freeze on nonprod environments (prior to the first non-production migration run)
- Agency stages regression test data in nonproduction environment (prior to regression test week 1)
- Week 1: Agency to execute all test cases. At the end of week 4, Agency and Accela will develop and prioritize Regression Test Punch List to include Critical and High severity migration defects as defined in Appendix A.
- Week 5: Accela to remediate and unit test Regression Test Punch List within the dev and test environment. Agency and Accela will perform limited regression testing within the same environment and confirm the Punch List items are resolved. The Regression Test Deliverable is deemed accepted when the Agency has verified the Punch List (Severity of Critical and High migration defects) has been addressed. Accela will provide the Agency with the test results report. The accepted deliverable will become the configuration code set that will be deployed to the PROD environment.
- Upon acceptance of Regression Test, a configuration freeze will occur on the test environment. This environment configuration will be used to update production.

#### Accela Responsibilities:

- Support the Agency in **four (4) weeks** of testing execution, followed by completion of punch list defects.
- Resolution of Regression Test Punch List (Severity of Critical and High implementation defects found during testing).



- Support the Agency in two (2) weeks of remediation testing based on the remediation of Critical and High defects found during initial testing execution.

#### Agency Responsibilities:

- Identify resources who will participate in regression testing
- Ensure that testers are adequately trained on the system so they can execute test cases
- Lead and manage the regression testing effort, including resources and test execution schedule.
- Execute the regression test scripts developed by the Agency during the test plan activities.
- Make available the appropriate Agency key users and content experts to participate in regression testing as defined and managed by Agency.
- Determine which test cases will be used for ongoing regression testing
- Leverage test cases as a basis for ongoing user guide
- Resolve Medium and Low severity defects in cooperation with Accela.

## DEPLOY

### GO-LIVE PLAN

At the completion of regression testing, the Agency and Accela will plan go-live activities.

Go-live activities will include but are not limited to the following:

- Send out communications of down services on the Accela environment and provide Agency with typical down time.
- Stop Production services (existing on-premise Accela version)
- Backup Production database
- Migrate Production database to Accela SaaS
- Make needed configuration changes to SaaS database
- Point Production Accela Civic Platform software at migrated Production database
- Restart production services
- Accela team validation of all environments
- Perform smoke testing (verify the Accela Civic Platform is responding to users)
- Establish a Rollback Plan:
  - Backup of the Production data (Identify date and owner of this activity)
  - Turn-off current Accela Civic Platform services (existing Accela version)
  - Restore Production data
- Follow steps outlined in the Production Database Migration Document.
- Perform validation testing (verify the Accela SaaS instance is ready for use)
- Determine go-live ready or proceed with Rollback Plan
- Make environment available to end users.

### PRODUCTION CUTOVER “GO LIVE”

Go-live is defined as the official date in which Accela Civic Platform migrates into SaaS production for daily Agency usage. This date will be agreed to by both Accela and the Agency after testing is complete. In the weeks prior to moving to Production, Accela will perform final data migrations, system validation, staff preparation assistance and training, and coordination of deployment.

#### Output:

- Deployment support prior to moving to Production
  - Development of Go-live plan
  - Environment provisioned
- Setup of Integration points in Production
- Final data migration run during cutover
  - DB migration and validation
  - Reports loaded
  - Initial validation
- Migrated database in production environment for Agency daily use
  - Remediation of issues arising from migration

**Note: Accela is not migrating the database customizations (i.e. custom stored procedures, functions, views, etc.). Accela will remediate dependencies on custom database objects.**

#### Accela Responsibilities:

- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Test to Production.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.

#### Agency Responsibilities:

- Develop a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Provide system and database access to individuals required
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Validate database through testing.
- Provide technical and functional user support for pre and postproduction planning, execution, and monitoring.
- Provide timely and appropriate responses to Accela's request for information.

## OUT OF SCOPE

Any coding, conversion or additional services not specifically described in this document are the responsibility of the Agency. Remediation of issues that exist in the current on-premise environment, including configuration, report, or interface issues, is not in scope for this engagement.

## 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 3<sup>rd</sup> party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.

## INTERFACE ASSUMPTIONS

- Agency will be responsible for hosting custom interfaces unless otherwise specified in the Accela SaaS License Agreement.
- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed, or additional costs may result from the re-development of a new interface.

## PROJECT TIMELINE

The project is estimated to take 8 months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

## PROJECT COMPLETION

Notwithstanding anything to the contrary, upon completion of the work defined in this SOW, this SOW will expire.

## 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

Accela will perform the Services and receive payment based upon the delivery milestones detailed below. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent out after the completion of the payment milestones detailed below.

### Deliverables and Payment Milestones

Payment will be due at the completion of the deliverable milestones and upon the written acceptance of the Agency (unless Agency notifies Accela of a lack of acceptance, acceptance shall automatically occur in 30 days):

1. The first deliverable includes the finalized project plan and setup of the project SharePoint site. A Project Management plan will establish a schedule for weekly project meetings and monthly executive meetings, and a format for weekly status reports. Upon completion, payment will then be due in the amount of \$35,000.

2. The second deliverable is the completion of environment provisioning of NonProd1, NonProd2, and Production environment including the successful import of the Ventura County Accela DBs into the NonProd1 environment. Unit testing will be conducted to ensure a successful import. Once verified and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of \$40,000.
3. The third deliverable will be interface remediation. This milestone will be deemed complete when all in-scope interfaces have been refactored as needed to function in the Accela SaaS environment and unit testing has been completed in a non-production environment. Once verified and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of \$65,000.
4. The fourth deliverable will be report remediation. This milestone will be deemed complete when all reports have been refactored as needed to function in the Accela SaaS environment and unit testing has been completed in a non-production environment. Once verified and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of \$88,000.
5. The fifth deliverable will be completion of system testing. This milestone will be deemed complete when the County has completed system testing activities on the non-production Accela SaaS environment. Once testing activities have been completed and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of \$62,000.
6. This deliverable will be go-live planning and execution. This will include the go live planning, production cutover, and two weeks of post go live support. After the production system is live and the enhanced support period has ended, payment will be due in the amount of \$64,000.

Milestone/Deliverable	Output	Price
Deliverable 1 - Project Planning	<ul style="list-style-type: none"> <li>Project Plan (.mpp document)</li> <li>Project SharePoint site</li> <li>Project Management Plan</li> <li>Weekly Project Meeting and Monthly Executive Meeting dates established</li> </ul>	\$35,000
Deliverable 2 - Provisioning & DB import	<ul style="list-style-type: none"> <li>Nonprod and production environments provisioned</li> <li>Import of Agency DB into nonprod environment</li> </ul>	\$40,000
Deliverable 3 – Interfaces	<ul style="list-style-type: none"> <li>In-scope interfaces are refactored and working in nonprod environment</li> </ul>	\$65,000
Deliverable 4 – Reports	<ul style="list-style-type: none"> <li>In-scope reports have been refactored and are working in nonprod environment</li> <li>No changes other than those necessary for refactoring from hosted to SaaS environment are in scope</li> </ul>	\$88,000
Deliverable 5 - System Test	<ul style="list-style-type: none"> <li>County has completed system testing in nonprod environment</li> </ul>	\$62,000

Milestone/Deliverable	Output	Price
	<ul style="list-style-type: none"><li>No changes to reports, configuration, scripts, or interfaces (other than those necessary for any refactor from hosted to SaaS environments) are in scope</li></ul>	
Deliverable 6 - Go Live	<ul style="list-style-type: none"><li>Go-live planning assistance</li><li>Production cutover to SaaS environment</li><li>Two weeks of post go-live support</li></ul>	\$64,000
<b>TOTAL SERVICES COST</b>		<b>\$ 354,000</b>

## EXPENSES

There is no provision for travel expenses or travel time in this SOW because the 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 estimated amount payable under this SOW, as calculated from the above-mentioned fees, is \$354,000. This estimated 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.

## ADMINISTRATION

### CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, the Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to the 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 on the 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 executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

## DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW. 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.

## SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by the Agency, the effective date will be as of the Accela signature hereto.

**Accela**

**Ventura County, CA**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name - Type or Print*

\_\_\_\_\_  
*Name - Type or Print*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## 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:



## APPENDIX B: DEFECT DEFINITIONS

### DEFINITION OF DEFECT SEVERITIES

Please refer to the below table for definition of Implementation Defect severities.

Severity Level	Description
Critical	<p>This is a “must fix” problem, a “showstopper.” The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"><li>1. The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the Agency’s GIS system</li><li>2. An error is displayed when trying to select the submit button during Intake which is preventing the Record from being created. The error message does not provide any direction to the user other than contact your system administrator.</li><li>3. The Payment Integration is down, which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.</li></ol>
High	<p>This is a problem that is causing significant loss of feature functionality, but the system can recover from the problem, and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"><li>1. Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or void or refund fees if duplication is occurring.</li><li>2. Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen.</li><li>3. Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen.</li><li>4. Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround, Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle.</li><li>5. Workflow assignment is either not assigning to the correct department or is not assigning to a department (i.e. department would be blank). The workaround,</li></ol>

	<p>Supervisors or Managers would need to use the Unassigned Reviews report for workflow assignment.</p> <p>6. A Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). The workaround, Staff would take more calls around the notification not received by the citizen</p>
Medium	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing significant efficiency loss. The problem is cosmetic and thus is not deemed critical.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Notification going to citizens where Assigned Reviewer, Address, or Contact Types is missing. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>2. Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). MUST be going to Applicant to be considered medium. The workaround, Staff would take more calls around the notification not received by the citizen.</li> <li>3. Workflow assignment for the round-robin is incorrectly assigning staff users. The workaround, Staff assigned to the record would need to re-assign the workflow to the appropriate Staff</li> <li>4. Incorrectly setting due dates in the workflow based on defined business rules. The workaround - Staff would need to manually set the due date.</li> <li>5. Required elements, such as document types, contacts, or custom fields, allow the user to proceed without having met the requirement. The workaround - Staff would need to validate all required elements and if one was missing use the workflow task status of "Additional Information Required" to have the user provide the required information to proceed with the application process.</li> </ol>
Low	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Misspellings on instructions, data elements, report content, or notifications content.</li> <li>2. Font inconsistencies, if data elements or online portal language is written in different fonts in different sections.</li> <li>3. Inconsistency with Console configuration between departments, for example the record selection where there is the drop down rather than the decision tree or constraint within the defined filter is not displaying the entire defined criteria.</li> </ol>



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

Proposed by: Arielle Mallen West  
Contact Phone:  
Contact Email: amallen@accela.com  
Quote ID: Q-35020  
Valid Through: 1/15/2025  
Currency: USD

## Order Form

### Address Information

#### Bill To:

Ventura County Resource Management Agency  
800 S. Victoria Ave.  
Ventura, California 93009  
United States

Billing Name: Jennifer Orozco  
Billing Phone: 805-654-2826  
Billing Email: jennifer.orozco@ventura.org

#### Ship To:

Ventura County Resource Management Agency  
,  
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	1/15/2025	1/14/2026	12	\$1,200.00	400	\$480,000.00
> Accela Building - SaaS	Year 1	1/15/2025	1/14/2026	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 1	1/15/2025	1/14/2026	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 1	1/15/2025	1/14/2026	12	\$0.00	1	\$0.00
TOTAL:							\$480,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	1/15/2026	1/14/2027	12	\$1,416.00	400	\$566,400.00
> Accela Building - SaaS	Year 2	1/15/2026	1/14/2027	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 2	1/15/2026	1/14/2027	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 2	1/15/2026	1/14/2027	12	\$62,304.00	1	\$62,304.00
TOTAL:							\$628,704.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	1/15/2027	1/14/2028	12	\$1,486.80	400	\$594,720.00
> Accela Building - SaaS	Year 3	1/15/2027	1/14/2028	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 3	1/15/2027	1/14/2028	12	\$0.00	400	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 3	1/15/2027	1/14/2028	12	\$65,419.20	1	\$65,419.20
<b>TOTAL:</b>							\$660,139.20

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	1/15/2028	1/14/2029	12	\$1,561.14	400	\$624,456.00
> Accela Building - SaaS	Year 4	1/15/2028	1/14/2029	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 4	1/15/2028	1/14/2029	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 4	1/15/2028	1/14/2029	12	\$68,690.16	1	\$68,690.16
<b>TOTAL:</b>							\$693,146.16

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	1/15/2029	1/14/2030	12	\$1,639.20	400	\$655,678.80
> Accela Building - SaaS	Year 5	1/15/2029	1/14/2030	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 5	1/15/2029	1/14/2030	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 5	1/15/2029	1/14/2030	12	\$72,124.67	1	\$72,124.67
<b>TOTAL:</b>							\$727,803.47

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	1/15/2030	1/14/2031	12	\$1,721.16	400	\$688,462.74
> Accela Building - SaaS	Year 6	1/15/2030	1/14/2031	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 6	1/15/2030	1/14/2031	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 6	1/15/2030	1/14/2031	12	\$75,730.90	1	\$75,730.90
<b>TOTAL:</b>							\$764,193.64

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	1/15/2031	1/14/2032	12	\$1,807.21	400	\$722,885.88
> Accela Building - SaaS	Year 7	1/15/2031	1/14/2032	12	\$0.00	400	\$0.00
> Accela Planning - SaaS	Year 7	1/15/2031	1/14/2032	12	\$0.00	400	\$0.00
Enhanced Reporting Database (ERD)	Year 7	1/15/2031	1/14/2032	12	\$79,517.45	1	\$79,517.45
<b>TOTAL:</b>							\$802,403.33

**Pricing Summary**

Period	Net Total
Year 1	\$ 480,000.00
Year 2	\$ 628,704.00
Year 3	\$ 660,139.20
Year 4	\$ 693,146.16
Year 5	\$ 727,803.47
Year 6	\$ 764,193.64
Year 7	\$ 802,403.33
<b>Total</b>	<b>\$ 4,756,389.80</b>

**Additional Terms:**

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

2. This Order Form, 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. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

7. 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:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: